

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

**Tuesday, December 30, 2014 Continued Meeting  
11:00AM 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.

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### **Call to Order**

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

### **CONSENT AGENDA (Items 1-5)**

#### **Department of Community Development**

- 1) Approve Amendment #2 to Coastal MRC FY15 Award Contract #13-2109 with State of WA Department of Fish and Wildlife
- 2) Approve Amendments #1 to Coordinated Prevention Grant Agreements #G1400331 and #G1400076 with State of WA Department of Ecology; authorize Chair to sign

#### **General Business**

- 3) Vendor Claims:  
Warrants Numbered 125293 thru 125375 - \$543,924.53  
Warrants Numbered 125179 thru 125292 - \$258,203.80
- 4) Approve Amendment #1 to Special Employment Agreement with Jeff Nesbitt
- 5) Approve regular meeting minutes of December 19, 2014

### **ITEMS REGARDING DEPARTMENT OF PUBLIC WORKS**

- 6) Consider approval of the appointments of Marcus Lundy to Engineering Tech 3, Neil Wirkkala to Engineering Tech 3, and Kathleen Ogilvie to Accountant

### **ITEMS REGARDING DEPARTMENT OF COMMUNITY DEVELOPMENT**

- 7) Consider approval of the appointment of Tammy Engel to Code Enforcement Officer

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

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

**ITEMS REGARDING HEALTH & HUMAN SERVICES DEPARTMENT**

- 8) Consider approval of Contract with U.S. Cellular; authorize Chair to sign

**ITEMS REGARDING SHERIFF'S OFFICE**

- 9) Consider approval of request to hire Jesse Eastham, Deputy to fill vacant position

**ITEMS REGARDING GENERAL BUSINESS**

- 10) Consider approval of Public Official Bond for Renee Goodin for County Treasurer
- 11) Consider adoption of Resolution 2014-\_\_\_\_\_ authorizing budget category appropriation transfers
- 12) Consider approval of the sale of county owned property by private negotiation in accordance with Chapter 36.35 RCW
- 13) Consider adoption of Resolution 2014-\_\_\_\_\_ establishing a short term loan to PACCOM Member Agencies
- 14) Consider approval of Contract for Services with Economic Development Council
- 15) Confirm Chair's signature on Real Estate Excise Tax Supplemental Statement and Real Estate Excise Tax Affidavit

**EXECUTIVE SESSION**

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

*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.*



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

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

**REQUESTED MEETING DATE:**

12/30/2014

## AGENDA REQUEST FORM

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

BOCC ACTION: ☐ APPROVED ☐ DENIED

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

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

☐ SUBJECT TO ADEQUATE BUDGET APPROPRIATIONS

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

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

☐ OTHER: \_\_\_\_\_

Review: ☐ Clerk of the Board  
☐ Risk Management  
☐ Legal

### DISTRIBUTION LIST:

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

### AGENDA ITEM REQUEST

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

DEPARTMENT/OFFICE: Community Development	DIVISION (if applicable): Admin
OFFICIAL NAME & TITLE: Megan McNelly, Ex. Assistant	PHONE / EXT: 360.875.9356
SIGNATURE:	DATE: 12/22/14
NARRATIVE OF REQUEST	
<p>The Department of Fish and Wildlife is amending contract #13-2109 for administrative support for the Marine Resources Committee and project funds. The amendment provides \$38,500 until June 30, 2015. It is retroactive to July 1, 2014.</p> <p>The work and deliverables are performed and completed by Pacific Conservation District.</p>	
RECOMMENDED MOTION (To Be Completed by the Clerk/Deputy Clerk of the Board)	



## CONTRACT AMENDMENT

**TITLE:** Coastal MRC FY15 Award

**WDFW NUMBER:** 13-2109

**CONTRACTOR:** Pacific County

**AMENDMENT NUMBER:** 2

**AMENDMENT VALUE:** \$38,500.00

**AMENDMENT EFFECTIVE DATE:**  
07/01/2014

**CONTRACT END DATE:**  
06/30/2015

The above-referenced Contract between the State of Washington, Department of Fish and Wildlife (WDFW); and Pacific County is hereby amended as follows:

### **Summary Project Description**

The purpose of this contract is to support the administrative capacity for the Pacific County Marine Resources Committee (MRC) and to provide project funds. The goal of the Coastal MRC Program is to understand, steward, and restore the marine and estuarine ecological processes of the Washington coast in support of ecosystem health, sustainable marine resource-based livelihoods, cultural integrity, and coastal communities. All projects will follow the requirements in the Coastal MRC 2013 to 2015 Policies and Procedures Manual. This contract addresses the following program benchmarks: Education and Outreach, Coastal Communities, Marine Life, Marine and Fresh Water Quality.

This contract awards the Pacific Coast MRC with \$20,000 operational and \$18,500 project funds for Fiscal Year 2015 (FY15). All deliverables due June 30, 2014 have been completed and the new tasks begin with Task 1. Unspent funds from the original FY 2014 contract will not carry forward to FY 15. The following contract consists of costs related to the coordination of the MRC, Coastal Advisory Body representation, education and outreach with local schools, invasive species removal, and beach cleanups. The following Tasks in Amendment #2, are required for the completion of this contract. This amendment awards \$38,500 for new Tasks 1-9.

### **Operations - Task 1: MRC Coordination**

The Pacific Conservation District, through an MOU with Pacific County will provide MRC coordination support for the MRC. This includes planning, organizing, and facilitating meetings, recording and distributing meeting and activity summaries to those interested in the MRC activities. The MRC coordinator will manage tasks of the MRC, assign work to volunteers, and assure timely completion of work and final reports. The MRC coordinator is also responsible for coordinating with WDFW and completing contract deliverables. Additionally, the MRC coordinator will maintain and develop outreach tools to communicate with the MRC and the public regarding activities and accomplishments.

**Cost: \$20,000**

**Deliverable 1a:** Name and contact information for the MRC Coordinator and County contacts. (Due October 15, 2014)

**Deliverable 1b:** FY15 project budget and work plan. (Due October 15, 2014)

**Deliverable 1c:** Summary of actions completed in the first quarter, as well as a list of prioritized recommendations for future action. This information will be included in the annual Report to the Legislature. (Due October 15, 2014)

**Deliverable 1d:** FY16 project budget and work plan. (Due June 1, 2015)

**Deliverable 1e:** Submit quarterly progress reports on the Quarterly Report Form describing the progress and barriers for each contract deliverable. Updated report templates will be sent out to coordinators in the case of a contract amendment. (Due October 15, January 15, April 15, and June 15)

**Deliverable 1f:** Annual list of county appointed MRC board members including full name, organization and MRC seat representation. Approved Ground Rules and By Laws. (Due June 30, 2015)

**Deliverable 1g:** As necessary, send WDFW coordinator updates for program website and develop additional outreach tools. (Due as needed)

**Deliverable 1h:** A brief operational summary that includes prioritized recommendations for future actions and products for MRC development, a description of challenges and growth over the past year, and ideas on new ways to utilize the MRC to implement the Coastal MRC Program Priorities. (Due June 30, 2015)

**Projects – Task 2: Washington Coastal Marine Advisory Council Representation**

Pacific County MRC will designate one or more representative(s) or alternate(s) to attend the regular Washington Coastal Marine Advisory Council (WCMAC) meetings. The designee will represent the MRC's interests and perspectives on behalf of the entire MRC membership, share updates on local issues and activities, learn about regional and state agency activities, coordinate on shared interests, and then report key items back to the MRC. PCMRC may cooperate with the WCMAC on projects and recommendations. The MRC will support one representative's mileage at the per diem rate to and from each meeting. This task addresses the program benchmarks: Education and Outreach and Coastal Communities. **Cost: \$450**

**Deliverable 2a:** A brief summary describing the MRC's WCMAC participation and representation at each meeting. (Due June 30, 2015)

**Projects – Task 3: Naselle School-Green Team**

Pacific County MRC will support squid and perch dissections, provide Ocean Acidification Inquiry Kits, Gems Ocean Science Sequence Kits, and PassPort Salinity Sensors as well as a field trip to Willapa Bay for Naselle Middle School. The students will learn about abiotic factors and nutrient cycles through their science kits and ocean acidification and pH levels in the field at Willapa Bay. This task addresses the program benchmarks: Education and Outreach and Coastal Communities. **Cost: \$1,450**

**Deliverable 3a:** Submit a final report form including pictures from the field trip. (Due June 30, 2015)

**Projects- Task 4: Willapa Valley-Raising Salmon**

Pacific County MRC will support a field trip to the local fish hatchery for Willapa Valley Middle and High School. Students will be learning about the life cycle of salmon and the importance of salmon populations to the economy and the environment. Students will also build salmon boxes to place in the Willapa River and enter them into the local Pacific County Fair or use the remaining funds for an aquarium and chiller to raise the salmon in. This task will fund the bus trip to the hatchery, the wood for the salmon boxes, a saw, and mesh wire to complete the projects. This task addresses the program benchmarks: Education and Outreach and Coastal Communities. **Cost: \$760**

**Deliverable 3a:** Submit a final report form including pictures. (Due June 30, 2015)

**Projects – Task 5 Willapa Valley- Protecting Marine Resources/Garbage Scavenger Hunt**

Pacific County MRC will support and participate in a field trip to the beach for a trash clean up and visit a local museum for Willapa Valley Middle School. The MRC will fund the bus cost, two substitute teachers (to cover the supervising teachers' other classes) and museum fees for the students. Students will learn about importance of protecting our environment through activities like beach cleaning. This trip will take place in November or April depending on the weather. This task addresses the program benchmarks: Education and Outreach and Coastal Communities. **Cost: \$894**

**Deliverable 3a:** Submit a final report form. (Due June 30, 2015)

**Projects – Task 6: Yellow Flag Iris and Purple Loostripe Eradication**

Pacific County MRC will support the eradication of yellow flag iris and purple loostripe, both invasive species in Pacific County, through Pacific County Vegetation Management (PCVM). These plants can be found in various rivers and tidelands. The PCVM staff plans on spraying or physically removing these species from the estuary. This task addresses the program benchmarks: Marine Life, Marine and Fresh Water Quality, and Coastal Communities. **Cost: \$9,269**

**Deliverable 3a:** Submit a final report form including a report quantifying the amount of yellow flag iris eradicated through the project and depicting the areas of removal. (Due June 30, 2015)

**Projects – Task 7: GrassRoots Garbage Gang**

Pacific County MRC will support and participate in three beach cleanup events planned and organized by the Grass Roots Garbage Gang (GRGG). The MRC will volunteer, provide garbage bags, pay tipping fees, and advertise for each of the cleanup events. This task addresses the program benchmarks: Marine Habitats, Marine Life, Marine and Fresh Water Quality, Education and Outreach, and Coastal Communities. **Cost: \$3,000**

**Deliverable 3a:** Submit a final report form including pictures. (Due June 30, 2015)

**Projects – Task 8: Science Conference**

The PCMRC will host its 6<sup>th</sup> Annual Science Conference/Summit in 2015. This task includes planning for and hosting the local science conference in order to promote and raise awareness about local marine and estuarine resource issues among members of the MRC and the public. Topics for the summit will be generated from the previous year's comments. A sub-committee will organize and advertise for the event, and come up with a detailed budget under the approval of the Pacific County MRC Board. This task addresses the program benchmarks: Education and Outreach and Coastal Communities. **Cost: \$2,500**

**Deliverable 3a:** A conference agenda with confirmed conference dates, topics, speakers, a detailed budget and an advertisement plan to recruit participants.

**Deliverable 3b:** Submit a final report form. (Due June 30, 2015)

**Projects – Task 9: Website Maintenance**

This task will fund the annual maintenance of the MRC website. MRC board volunteers will ensure that the site is and remains up to date, based on the priorities of the committee, as well as a future action plan. A well maintained website will contribute to Pacific County's effort to inform the public about local marine resources issues, provide announcements for upcoming volunteer efforts on MRC participation and coordination across the coast, and promote stewardship and understanding of the coastal estuarine and marine resources in the country. This task addresses the program benchmarks: Education and Outreach. **Cost: \$177**

**Deliverable 3a:** Submit a final report form. (Due June 30, 2015)

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

THIS AMENDMENT is executed by the persons signing below, who warrant that they have the authority to execute this Amendment.

**PACIFIC COUNTY**

**WASHINGTON DEPARTMENT OF FISH  
AND WILDLIFE**

\_\_\_\_\_  
Signature and Date

\_\_\_\_\_  
Signature and Date

\_\_\_\_\_  
Printed Name and Title

\_\_\_\_\_  
Printed Name and Title



**REQUESTED MEETING DATE:**

12/30/2014

## AGENDA REQUEST FORM

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

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

BOCC ACTION: ☐ APPROVED ☐ DENIED

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

☐ SUBJECT TO ADEQUATE BUDGET APPROPRIATIONS

☐ NO ACTION TAKEN/WITHDRAWN

☐ DEFERRED TO: \_\_\_\_\_

Review: ☐ Clerk of the Board

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

☐ Risk Management

☐ OTHER: \_\_\_\_\_

☐ Legal

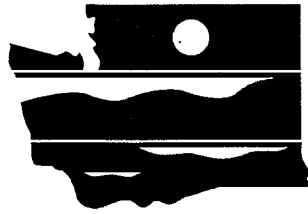
### DISTRIBUTION LIST:

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<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): Solid Waste
OFFICIAL NAME & TITLE: <i>Megan McNelly, Ex. Assistant</i>	PHONE / EXT: 360.875.9356
SIGNATURE: <i>[Signature]</i>	DATE: <i>12/22/14</i>
NARRATIVE OF REQUEST	
<p>The Department of Ecology has amended Coordinated Prevention Grants (CPG) G1400076 and G1400331 to revise the budgets. These grants require a 25% match from tipping fees. The funds were not able to be spent by the end of the grant period which is June 30, 2015.</p> <p>G1400331 is used for the operation of the Household Hazardous Waste facility and dropbox recycling. The state share for this grant decreases by \$28,013.25.</p> <p>G1400076 is used for Solid Waste Code Enforcement. The state share for this grant decreases by \$56,160.75</p>	
RECOMMENDED MOTION (To Be Completed by the Clerk/Deputy Clerk of the Board)	



DEPARTMENT OF  
**ECOLOGY**  
State of Washington

**AMENDMENT NO. 1 TO GRANT AGREEMENT NO. G1400331**

**BETWEEN THE**

**STATE OF WASHINGTON DEPARTMENT OF ECOLOGY**

**AND**

**PACIFIC COUNTY**

**Amendment Purpose:** To amend the grant agreement between the State of Washington, Department of Ecology, hereinafter referred to as the "DEPARTMENT" or "ECOLOGY" and Pacific County, hereinafter referred to as the "RECIPIENT".

WHEREAS, this amendment will decrease the state grant share of the MRW Program and Recycling Program tasks of this agreement because the RECIPIENT is able to complete the work for less money.

IT IS MUTUALLY AGREED that the agreement is amended as follows:

1. The total maximum eligible cost for this agreement decreases by \$37,351 from \$209,956 to \$172,605. The state grant share for this agreement decreases by \$28,013.25 from \$157,467 to \$129,453.75.
2. The scope of work and expected outcomes remains the same.
3. The revised budget for this agreement is as follows:

**BUDGET**

<b>BUDGET INFORMATION BY CATEGORY AND TASK</b>	<b>CURRENT BUDGET:</b>	<b>AMENDMENT BUDGET CHANGES:</b>	<b>TOTAL MAXIMUM ELIGIBLE COST:</b>
<b>CATEGORY: MRW</b>	\$131,972	-\$ 23,351	\$108,621
1. MRW PROGRAM	\$ 131,972	-\$ 23,351	\$108,621
<b>CATEGORY: WRR</b>	\$ 77,984	-\$ 14,000	\$ 63,984
1. RECYCLING PROGRAM	\$ 77,984	-\$ 14,000	\$ 63,984
<b>TOTAL MAXIMUM ELIGIBLE COST</b>	<b>\$209,956</b>	<b>-\$ 37,351</b>	<b>\$172,605</b>



State of Washington, Department of Ecology  
Agreement # G1400331  
Coordinated Prevention Grants Program  
County: Pacific

**FUND SOURCE: LTCA 175/500**

<b>Maximum Eligible Cost:</b>		<b>\$ 172,605.00</b>
<b>FUND</b>	<b>GRANT PERCENT (%)</b>	<b>STATE GRANT SHARE</b>
Local Toxics Control Account (LTCA)	75 %	\$ 129,453.75
<b>MATCH REQUIREMENT</b>	<b>MATCH PERCENT (%)</b>	<b>LOCAL SHARE</b>
Cash Match	25 %	\$ 43,151.25

4. The effective date of this amendment is November 1, 2014.
5. The following term is added to the General Terms and Conditions:

W. FUNDING AVAILABILITY. "ECOLOGY's ability to make payments is contingent on availability of funding. In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date and prior to completion or expiration date of this agreement, ECOLOGY, at its sole discretion, may elect to terminate the agreement, in whole or part, or renegotiate the agreement, subject to new funding limitations or conditions. ECOLOGY may also elect to suspend performance of the agreement until ECOLOGY determines the funding insufficiency is resolved. ECOLOGY may exercise any of these options with no notification restrictions."

All other terms and conditions of the original Agreement including any Amendments remain in full force and effect, except as expressly provided by this Amendment.

This Amendment is signed by persons who represent that they have the authority to execute this Amendment and bind their respective organizations to this Amendment.

**IN WITNESS WHEREOF, the parties hereby execute this Grant Amendment:**

STATE OF WASHINGTON  
DEPARTMENT OF ECOLOGY

PACIFIC COUNTY

\_\_\_\_\_  
Laurie G. Davies  
Program Manager  
Waste 2 Resources

\_\_\_\_\_  
Date

\_\_\_\_\_  
Authorized Official

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name of Authorized Official

**APPROVED AS TO FORM ONLY**  
Assistant Attorney General

\_\_\_\_\_  
Title

**PART 2: BUDGET**

Budget Information by CATEGORY/TASK	Maximum Eligible Cost	State Grant Share
<b>CATEGORY: MRW</b>	\$ 131,972.00	\$ 98,979.00
1. MRW PROGRAM	\$ 131,972.00	\$ 98,979.00
<b>CATEGORY: WRR</b>	\$ 77,984.00	\$ 58,488.00
2. RECYCLING PROGRAM	\$ 77,984.00	\$ 58,488.00

TOTAL GRANT BUDGET	
TOTAL MAXIMUM ELIGIBLE COST	\$ 209,956.00
STATE GRANT SHARE (75%)	\$ 157,467.00
LOCAL CASH MATCH (25%)	\$ 52,489.00
INTERLOCAL COSTS (0 %)	\$ - 0 -

**PART 3: BUDGET CONDITIONS**

- A. ECOLOGY requires the RECIPIENT to provide a match of 25 percent of the maximum eligible cost with cash or interlocal costs. Interlocal costs are the only type of in-kind contributions RECIPIENT may use as match.
- B. If parties are contributing to the local share of task costs (match) through interlocal-in kind contributions, RECIPIENT shall negotiate a memorandum of understanding or other written agreement confirming the contribution between the parties. These agreements shall specify the exact work to be accomplished and be signed by all parties contributing to the local match of this task. Copies of these agreements shall be made part of RECIPIENT'S grant file and submitted to ECOLOGY.
- C. Overhead is eligible at a rate up to 25 percent of staff salaries and benefits for actual time spent on tasks outlined in this agreement. Salaries and benefits to administer the grant agreement are eligible (excluding time spent to write a CPG grant application).
- D. RECIPIENT must submit a written request to ECOLOGY to amend budgets between grant tasks, to modify a scope of work, or for a budget increase or decrease. To increase or decrease the agreement's total maximum eligible cost or change the scope of work for any tasks as outlined in this grant agreement, ECOLOGY requires a formal amendment.



**AMENDMENT NO. 2 TO AGREEMENT NO. G1400076**  
**BETWEEN THE**  
**STATE OF WASHINGTON DEPARTMENT OF ECOLOGY**  
**AND**  
**PACIFIC COUNTY**

**Amendment Purpose:** To amend the grant agreement between the State of Washington, Department of Ecology, hereinafter referred to as the "DEPARTMENT" or "ECOLOGY" and Pacific County, hereinafter referred to as the "RECIPIENT".

WHEREAS, this amendment will decrease the state grant share of the Solid Waste Enforcement task of this agreement because the RECIPIENT is able to complete the work for less money.

IT IS MUTUALLY AGREED that the agreement is amended as follows:

1. The total maximum eligible cost for this agreement decreases by \$74,881 from \$190,562.66 to \$115,681.66. The state grant share for this agreement decreases by \$56,160.75 from \$142,922 to \$86,761.25.
2. The scope of work and expected outcomes remains the same.

3. The revised budget for this agreement is as follows:

**BUDGET**

<b>BUDGET INFORMATION BY CATEGORY AND TASK</b>	<b>CURRENT BUDGET:</b>	<b>AMENDMENT BUDGET CHANGES:</b>	<b>TOTAL MAXIMUM ELIGIBLE COST:</b>
<b>CATEGORY: SWE</b>	\$ 190,562.66	-\$ 74,881.00	\$ 115,681.66
1. SOLID WASTE ENFORCEMENT	\$ 190,562.66	-\$ 74,881.00	\$ 115,681.66
<b>TOTAL MAXIMUM ELIGIBLE COST</b>	<b>\$ 190,562.66</b>	<b>-\$ 74,881.00</b>	<b>\$ 115,681.66</b>

**FUND SOURCE: LTCA 174/500**

<b>Maximum Eligible Cost:</b>		<b>\$ 115,681.66</b>
<b>FUND</b>	<b>GRANT PERCENT (%)</b>	<b>STATE GRANT SHARE</b>
Local Toxics Control Account (LTCA)	75 %	\$ 86,761.25
<b>MATCH REQUIREMENT</b>	<b>MATCH PERCENT (%)</b>	<b>LOCAL SHARE</b>
Cash Match	25 %	\$ 28,920.41

4. The effective date of this amendment is November 1, 2014.

5. The following term is added to the General Terms and Conditions:

W. FUNDING AVAILABILITY. "ECOLOGY's ability to make payments is contingent on availability of funding. In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date and prior to completion or expiration date of this agreement, ECOLOGY, at its sole discretion, may elect to terminate the agreement, in whole or part, or renegotiate the agreement, subject to new funding limitations or conditions. ECOLOGY may also elect to suspend performance of the agreement until ECOLOGY determines the funding insufficiency is resolved. ECOLOGY may exercise any of these options with no notification restrictions."

State of Washington, Department of Ecology  
Agreement # G1400076  
Coordinated Prevention Grants Program  
County: Pacific

All other terms and conditions of the original Agreement including any Amendments remain in full force and effect, except as expressly provided by this Amendment.

This Amendment is signed by persons who represent that they have the authority to execute this Amendment and bind their respective organizations to this Amendment.

**IN WITNESS WHEREOF, the parties hereby execute this Grant Amendment:**

STATE OF WASHINGTON  
DEPARTMENT OF ECOLOGY

PACIFIC COUNTY

\_\_\_\_\_  
Laurie G. Davies  
Program Manager  
Waste 2 Resources

\_\_\_\_\_  
Date

\_\_\_\_\_  
Authorized Official

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name of Authorized Official

**APPROVED AS TO FORM ONLY**  
**Assistant Attorney General**

\_\_\_\_\_  
Title

**PART 2: BUDGET**

Budget Information by CATEGORY/TASK	Maximum Eligible Cost	State Grant Share
<b>CATEGORY: SOLID WASTE ENFORCEMENT</b>	<b>\$ 145,984</b>	<b>\$ 109,488</b>
1. SOLID WASTE ENFORCEMENT	\$ 145,984	\$ 109,488
<b>TOTAL GRANT BUDGET</b>		
TOTAL MAXIMUM ELIGIBLE COST		\$ 145,984
STATE GRANT SHARE (75%)		\$ 109,488
LOCAL CASH MATCH (25%)		\$ 36,496
INTERLOCAL COSTS (0 %)		\$ - 0 -

**PART 3: BUDGET CONDITIONS**

- A. ECOLOGY requires RECIPIENT to provide a match of 25 percent of the maximum eligible cost with cash or interlocal costs. Interlocal costs are the only type of in-kind contributions RECIPIENT may use as match.
- B. If parties are contributing to the local share of task costs (match) through interlocal-in kind contributions, the RECIPIENT shall negotiate a memorandum of understanding or other written agreement confirming the contribution between the parties. These agreements shall specify the exact work to be accomplished and be signed by all parties contributing to the local match of this task. Copies of these agreements shall be made part of RECIPIENT'S grant file and submitted to ECOLOGY.
- C. Overhead/Indirect is eligible at a rate up to 25 percent of staff salaries and benefits for actual time spent on tasks outlined in this agreement. Salaries and benefits to administer the grant agreement are eligible (excluding time spent to write a CPG grant application).
- D. RECIPIENT must submit a written request to ECOLOGY to amend budgets between grant tasks, to modify a scope of work, or for a budget increase or decrease. To increase or decrease the agreement's total maximum eligible cost or change the scope of work for any tasks as outlined in this grant agreement, ECOLOGY requires a formal amendment.
- E. RECIPIENT must provide ECOLOGY with an updated Spending Plan when requested by ECOLOGY.

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, January 31, 2014, the Board, by a unanimous/majority vote, does approve for payment, subject to adequate budget appropriations, those vouchers included in the attached list and further described as follows:

Vendors Claim Fund No. 692

125293                      thru                      125375                      \$ 543,924.53

Warrants Dated: December 24, 2014

BOARD OF COUNTY COMMISSIONERS  
PACIFIC COUNTY, WASHINGTON

AUDITED:

Rachel Patrick  
Auditor/Deputy Auditor

\_\_\_\_\_  
Chairman

ATTEST:

\_\_\_\_\_  
Commissioner

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

\_\_\_\_\_  
Commissioner

5

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, January 13, 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

125179 thru 125292 \$ 258,203.80

Warrants Dated: December 19, 2014

BOARD OF COUNTY COMMISSIONERS  
PACIFIC COUNTY, WASHINGTON

AUDITED:

  
Auditor/Deputy Auditor

\_\_\_\_\_  
Chairman

ATTEST:

\_\_\_\_\_  
Commissioner

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

\_\_\_\_\_  
Commissioner





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

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

**REQUESTED MEETING DATE:**

12/30/14

## AGENDA REQUEST FORM

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

BOCC ACTION: <input type="checkbox"/> APPROVED <input type="checkbox"/> DENIED		Agenda Item #: _____
		Initial: _____ Date: _____
<input type="checkbox"/> SUBJECT TO ADEQUATE BUDGET APPROPRIATIONS		
<input type="checkbox"/> NO ACTION TAKEN/WITHDRAWN	<input type="checkbox"/> DEFERRED TO: _____	Review: <input type="checkbox"/> Clerk of the Board
<input type="checkbox"/> CONTINUED TO DATE: _____	TIME: _____	<input type="checkbox"/> Risk Management
<input type="checkbox"/> OTHER: _____		<input type="checkbox"/> Legal
DISTRIBUTION LIST:		
<input type="checkbox"/> RF	<input type="checkbox"/> Assessor	<input type="checkbox"/> DPW
<input type="checkbox"/> CF	<input type="checkbox"/> Auditor	<input type="checkbox"/> EMA
<input type="checkbox"/> SEA	<input type="checkbox"/> Clerk	<input type="checkbox"/> Health
	<input type="checkbox"/> Civil Service	<input type="checkbox"/> Juvenile
	<input type="checkbox"/> DCD	<input type="checkbox"/> NDC
	<input type="checkbox"/> PACCOM	<input type="checkbox"/> PC Fair
	<input type="checkbox"/> Prosecutor	<input type="checkbox"/> SDC
	<input type="checkbox"/> Sheriff	<input type="checkbox"/> Superior Court
		<input type="checkbox"/> Treasurer
		<input type="checkbox"/> Vegetation Mgmt
		<input type="checkbox"/> WSU Coop. 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: General Administration	DIVISION (if applicable): Vegetation Management
OFFICIAL NAME & TITLE: Kathy Spoor, CAO	PHONE / EXT:
SIGNATURE: <i>Kathy Spoor</i>	DATE: 12-22-14
NARRATIVE OF REQUEST	
Attached for your consideration is Amendment #1 to Jeff Nesbitt's special employment agreement. This amendment includes a 1% COLA and increases his annual hours from 1872 (.9 FTE) to 2080 hours (1.0 FTE). These changes were considered and approved in the 2015 budget.	
RECOMMENDED MOTION (To Be Completed by the Clerk/Deputy Clerk of the Board):	
Move to approve Amendment #1 to Vegetation Management Director's (Jeff Nesbitt) special employment agreement effective January 1, 2015 subject to adequate budget appropriations.	

Name of Contractor: <u>Stanton (Jeff) Nesbitt</u>	
Name of contract/agreement/grant/amendment (if amendment, provide copy of original document(s)): <u>Amendment No. 1 to the Employment Agreement for the Vegetation Management Director</u>	
Contract/Agreement/Grant/Amendment #: <u>Amendment #1</u>	
Indicate type: <input type="checkbox"/> Intergovernmental/Interagency <input type="checkbox"/> Employment/Special Services Agreement <input type="checkbox"/> Federal Contract <input type="checkbox"/> Memorandum of Understanding/Agreement <input type="checkbox"/> Interoffice/Interdepartmental <input type="checkbox"/> State Contract	
Contractor Type (check all that apply): <input type="checkbox"/> For-Profit <input type="checkbox"/> Private Organization/Individual <input type="checkbox"/> Non-Profit <input type="checkbox"/> Public Organization/Jurisdiction <input type="checkbox"/> State <input type="checkbox"/> Sub Recipient <input type="checkbox"/> Federal <input checked="" type="checkbox"/> Other	
Please indicate appropriate Tax Identification Number, Uniform Business Identification Number, or Social Security Number on Page 3 of this form.	
TYPE OF REQUEST (Mark all that apply and provide breakdown of bid proposals along with all pertinent documents.):	
Public Works Project (RCW 39.04): <input type="checkbox"/> Limited PW Process (<\$35,000) <input type="checkbox"/> Limited PW Process (<\$40,000) <input type="checkbox"/> Small PW Process (<\$300,000) <input type="checkbox"/> PW Project (>\$300,000)	
Equipment, Materials, & Supplies (RCW 36.32): <input type="checkbox"/> < \$5,000 (attach 3 bids) <input type="checkbox"/> \$5,000-\$25,000 (use small works roster) <input type="checkbox"/> >\$25,000 (competitive bids)	
Services / Leases: <input type="checkbox"/> Architectural & Engineering <input type="checkbox"/> Personal Services <input type="checkbox"/> Lease (Personal Property i.e. copier, printer) <input type="checkbox"/> Lease (Real Property) <input type="checkbox"/> Telecomm & Data Processing <input checked="" type="checkbox"/> Other Services (Please Describe):	
To be located at: _____ special employment agreement	
Exceptions to Bidding (Please provide appropriate documentation): <input type="checkbox"/> Insurance/Bonds <input type="checkbox"/> Emergency Event (Purchases/Public Works) <input type="checkbox"/> Single (Sole) Source Purchase* <input type="checkbox"/> Special Facilities/Market Conditions *Resolution Required	
<input type="checkbox"/> PURCHASE UNDER ANOTHER AGENCY'S CONTRACT ("Piggybacking") Please attach the following: - Copy of Intergovernmental Agreement with other agency - Confirmation that vendor agrees to participation - Documentation that contract was awarded in compliance with bidding law - Documentation that Agency posted bid/solicitation notice on its website or provided access link to the notice	
<input type="checkbox"/> RFP <input type="checkbox"/> RFQ <input type="checkbox"/> Franchise <input type="checkbox"/> Annexation <input type="checkbox"/> Ordinance <input type="checkbox"/> Resolution <input type="checkbox"/> Appeal <input type="checkbox"/> Inventory Acquisition/Disposal <input type="checkbox"/> Tort Claim <input type="checkbox"/> Call for Bids <input type="checkbox"/> Open Space/Timber Classification <input type="checkbox"/> Post, Advertise and/or Fill Position (attach New Employee Form) <input type="checkbox"/> Other (please describe): _____	
BACKGROUND/SUMMARY (include date of prior workshop and/or action, if applicable):	
TOTAL COST/AMOUNT (include sales & use tax):	
TOTAL TAX:	
TOTAL SHIPPING/HANDLING:	
EXPENDITURE FUND #: <u>109</u> .XXX.XXX.XX.XX	
EXPENDITURE BUDGETED? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Will supplemental be required? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
IN-KIND MATCH REQUIRED? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No DESCRIBE MATCH:	
MATCHING FUNDS REQUIRED? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No AMOUNT OF MATCHING FUNDS:	

**BOCC / RISK MANAGEMENT / LEGAL REVIEW**

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

Legal Contracting Authority/Entity

☐ OK    Comments/Changes

Business License/Professional License/Debarment

☐ OK    Comments/Changes*(Please indicate appropriate ID#)*

TIN#:

UBI#:

SS#:

Background Check(s)

☐ OK    Comments/Changes

Risk Transfer - Indemnity and Insurance

☐ OK    Comments/Changes

Fund/Budget Authorization

☐ OK    Comments/Changes

EEOC/WMBE Requirements and/or Wage Determination

ADA

☐ OK    Comments/Changes

POSTED ON WEB

NOTES/COMMENTS

**AMENDMENT No. 1**  
to the EMPLOYMENT AGREEMENT for the  
**VEGETATION MANAGEMENT DIRECTOR**

**THIS AMENDMENT No. 1** formally amends the Employment Agreement made and entered into effective the 19<sup>th</sup> day of February, 2013, by and between the Board of Pacific County Commissioners ("BOARD") through its County Administrative Officer ("ADMINISTRATOR") on behalf of Pacific County ("COUNTY"), a Washington political subdivision and municipal corporation, and Stanton "Jeff" Nesbitt, ("VEGETATION MANAGEMENT DIRECTOR"), by revising Section II. HOURS OF WORK, Section III. COMPENSATION, and Section VI. TERM/TERMINATION as follows:

**II. HOURS OF WORK**

This position requires the VEGETATION MANAGEMENT DIRECTOR to work a minimum of 2080 hours per year, and often requires the VEGETATION MANAGEMENT DIRECTOR to work before and beyond the scheduled business hours and occasionally on weekends and holidays.

**III. COMPENSATION**

For services rendered pursuant to this amended agreement, the COUNTY will provide the VEGETATION MANAGEMENT DIRECTOR with a monthly salary beginning January 1, 2015 of Three Thousand Nine Hundred Forty Eight Dollars (\$3,948). Beginning in January 2016 and each year thereafter during which this contract and any extensions are valid, the VEGETATION MANAGEMENT DIRECTOR's monthly salary will be increased to reflect "cost of living adjustments" commensurate with those provided to other COUNTY non-represented employees. The VEGETATION MANAGEMENT DIRECTOR's salary will be paid to him at the same time and in the same manner as the COUNTY's non-represented employees are paid to them.

**VI. TERM/TERMINATION**

This AGREEMENT shall be deemed to have become effective the 1<sup>st</sup> of January 2015, and will continue in full force and effect through December 31<sup>st</sup>, 2017. In the event either party to this AGREEMENT desires to modify the provisions of this AGREEMENT, written notice of such intention will be personally served upon or sent by certified mail, return receipt requested, to the other party a minimum of two (2) 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. This provision will not 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 services of the VEGETATION MANAGEMENT DIRECTOR or the VEGETATION MANAGEMENT DIRECTOR'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 signed by both parties with the effective date of January 1, 2015.

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

VEGETATION MANAGEMENT DIRECTOR

Stanton J. Nesbitt 12-22-14  
Stanton Nesbitt Date  
SSN: On File

BOARD OF COUNTY COMMISSIONERS  
PACIFIC COUNTY, WASHINGTON

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

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

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

ATTEST:

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

\_\_\_\_\_  
Date

APPROVED AS TO FORM:

\_\_\_\_\_  
Mark McClain  
Prosecuting Attorney

\_\_\_\_\_  
Date

PACIFIC COUNTY, WASHINGTON  
BOARD OF COMMISSIONERS  
JOURNAL #50

**PROCEEDINGS**

**9:00 AM**  
**Friday, December 19, 2014**

**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  
Kathy Spoor, County Administrative Officer  
Paul Plakinger, Management & Fiscal Analyst  
Mike Collins, Public Works Director/County Engineer  
Mary Goelz, Health & Human Services Director  
Sharon Block, Health & Human Services Asst. Director  
Faith Taylor-Eldred, Community Development Director  
Tim Crose, Community Development Asst. Director  
Scott McDougall, Emergency Management Deputy Director  
Dotsi Graves, Parks/Fair Manager  
Bruce Walker, Assessor

**GENERAL PUBLIC IN ATTENDANCE**

Mike Williams, Chinook Observer (recorded meeting)

**PUBLIC COMMENT-None**

**CONSENT AGENDA (Items 1-4)**

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

**Department of Community Development**

**Approve Amendment #1 to Washington State Patrol Agreement  
#C110376GSC; authorize Chair to sign**

**Department of Public Works**

**Approve Amendment #1 to the Bruceport Park Maintenance and Operation  
Contract with Herbert Frank and the Bush Pioneer Park Maintenance and  
Operation Contract with Melvin and Janelle Long**

PACIFIC COUNTY, WASHINGTON  
BOARD OF COMMISSIONERS  
JOURNAL #50

**General Business**

**Vendor Claims**

**Warrants Numbered 125073 thru 125178 - \$225,758.51**

**Approve regular meeting minutes of November 25 and December 9, 2014**

**YEARS OF SERVICE**

**10 Years- Monte Givens and Lisa Ayers**

**20 Years-Loni Hooper**

**ITEMS REGARDING DEPARTMENT OF PUBLIC WORKS**

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

**Approve Assignment of Facility Use Agreement-Megler from Alexandria Communication to Meadows Broadcasting**

**Accept cash bond from Olympia Resource Management regarding Road Haul Permit #2014-15**

**ITEMS REGARDING DEPARTMENT OF COMMUNITY DEVELOPMENT**

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

**Adopt Resolution 2014-055 establishing the department's fee schedule**

**ITEMS REGARDING AUDITOR'S OFFICE**

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

**Approve purchase of Eden Personnel Web Extensions Product (payroll module) and authorize Chair to sign, subject to adequate budget appropriations to be paid from Fund 197**

**Approve purchase of server for the Eden Personnel Web Extensions Product (payroll module), subject to adequate budget appropriations**

**Adopt Resolution 2014-056 establishing GASB 54 accounting standards for all county funds, effective January 1, 2015**

**PACIFIC COUNTY, WASHINGTON  
BOARD OF COMMISSIONERS  
JOURNAL #50**

**ITEMS REGARDING GENERAL BUSINESS**

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

**Approve Public Official Bond for Joyce Kidd for County Auditor and Registrar of Title, effective January 1, 2015**

**Confirm Chair's signature on the Washington State Office of Public Defense Agreement No. ICA15307 effective January 1, 2015**

**Approve Agreement and Releases in regards to the Employees' Voluntary Retirement and authorize Chair to sign**

Consider adoption of Resolution amending the Public Records Policy-  
**DEFERRED**

**Adopt Resolution 2014-057 regarding fy2014 budget category appropriation transfers**

**Adopt Resolution 2014-058 in the matter of establishing reporting procedures regarding the use of road funds for traffic policing**

**Adopt Resolution 2014-059 in the matter of establishing Engineering Technician/GIS Assistant job description modifying the Personnel Policies & Procedures**

**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 Contract E15-134 with WA State Military Department and authorize Chair to sign**

**ITEMS REGARDING GENERAL BUSINESS**

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

**Approve Public Official Bond for Mark McClain, County Prosecuting Attorney, effective January 1, 2015**



PACIFIC COUNTY, WASHINGTON  
BOARD OF COMMISSIONERS  
JOURNAL #50

**ITEMS REGARDING DEPARTMENT OF PUBLIC WORKS**

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

**Award of bid for electrical repair at Morehead Park to Ford Electric Company in the amount of \$6,277.73, including sales tax, subject to adequate budget appropriations** *(Other bid received from Electrical Specialties Inc. of Raymond in the amount of \$9,917.60; Total Electric of Raymond was contacted but did not submit a bid)*

**ITEMS REGARDING GENERAL BUSINESS**

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

**Approve Participation Agreement with AWC Workers Compensation Retrospective Rating Program-Service Only Program Participation Agreement and Employer Representative Designation Form and authorize Chair to sign**

**ITEMS REGARDING SUPERIOR COURT**

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

**Approve request to surplus outdated computer and software from Superior Court inventory in accordance Personal Property Inventory Procedures Policy**

**ITEMS REGARDING DEPARTMENT OF COMMUNITY DEVELOPMENT**

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

**Approve cell phone contract with US Cellular and authorize Director to sign**

**EXECUTIVE SESSION –NONE**

**RECESS – 9:19AM**

**PUBLIC HEARING – 10:00AM**

**ATTENDANCE:** Steve Rogers-Chair, Commissioner Frank Wolfe, Commissioner Lisa Ayers, CAO Kathy Spoor, Management & Fiscal Analyst Paul Plakinger, Public Works Director Mike Collins, Health & Human Services Director Mary Goelz, Health & Human Services Asst. Director Sharon Block, Community Development Director Faith Taylor-Eldred, Community Development Asst. Director Tim Crose, Emergency Management Deputy Director Scott McDougall, Assessor Bruce Walker, County Clerk Virginia Leach, Court Administrator Jan Wilson, Civil Deputy Denise Rowlett, and Senior Legal Asst. Shannon Pettit **OTHERS:** Doug Crawford

PACIFIC COUNTY, WASHINGTON  
BOARD OF COMMISSIONERS  
JOURNAL #50

Chairman Rogers opened the public hearing to consider adoption of the FY2015 budget; 6-Year (2015-2020) Transportation Improvement Program; 2015-2020 Parks & Recreation Capital Improvement Plan; & 2015-2020 Capital Improvement Plan for Flood Control Zone District #1 (Board of Supervisors)

Kathy Spoor, Paul Plakinger, Virginia Leach, Bruce Walker and Scott McDougall were sworn in.

Paul Plakinger provided a recap of the overall fy2015 budget.

Doug Crawford questioned staffing for emergency management.

Paul provided a recap of staff reductions for each office/department.

Appreciation was expressed to the Commissioners for working with the elected officials on preparation of the budget and the overall process.

The Commissioners thanked the elected officials and department managers for working with them through the difficult process.

Chairman Rogers closed the public hearing

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

**Adopt Resolution 2014-060 in the matter of authorizing increases in the Pacific County (General Purposes) and the Pacific County Road District (Road Purposes) Regular Property Tax Levies; and providing for the distribution of the general purposes levy**

**Adopt Resolution 2014-061 in the matter of county-related real and personal property tax levies for collection in 2015**

**Adopt Resolution 2014-062 in the matter of freezing new county employee hiring**

**Adopt Resolution 2014-063 in the matter of adoption of the fy2015 Pacific County Budget, including the 2015-2020 Comprehensive Transportation Improvement and 2015 road construction programs, the 2015-2020 capital improvement plan for parks and recreation, and the 2015-2020 capital improvement plan for Pacific County Flood Control Zone District #1; levying county general purposes and road district purposes property taxes; and setting forth the categorical appropriations with applicable limitation and responsibilities, including recognizing the 2015 salaries for Pacific County's elected Officers and judges**

**Approve Memorandum of Agreement with WA State University Extension for providing an extension program**

PACIFIC COUNTY, WASHINGTON  
BOARD OF COMMISSIONERS  
JOURNAL #50

Meeting was continued to December 30, 2014 at 11:00am or as soon thereafter as possible to consider any business that may need to be acted on before the end of Fiscal Year 2014.

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

**OTHER BUSINESS FOR FILING**

Notes and sign-in sheet for 1/10 of 1% Sales Tax public meeting held in Long Beach on December 1<sup>st</sup> and in Naselle on December 2<sup>nd</sup>.

Copy of application for state funding to the State of WA Department of Agriculture from Fair Manager, Dotsi Graves.

Notice of Liquor License Application for The Old Fishtrap.

Notice of Liquor License Expiration for the Menlo Store, Galey's Grocery, Sheila's Hwy #6 Café & Pizza, Georgetown Station, Moby Dick Hotel, and the Shelburne Restaurant and Pub.



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

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

REQUESTED MEETING DATE:

12/30/2014

## AGENDA REQUEST FORM

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

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

BOCC ACTION: ☐ APPROVED ☐ DENIED

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

☐ SUBJECT TO ADEQUATE BUDGET APPROPRIATIONS

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

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

☐ OTHER: \_\_\_\_\_

Review: ☐ Clerk of the Board  
☐ Risk Management  
☐ Legal

### DISTRIBUTION LIST:

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

### AGENDA ITEM REQUEST

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

DEPARTMENT/OFFICE: DPW	DIVISION (if applicable):
OFFICIAL NAME & TITLE: Andi Harland	PHONE / EXT: 2274
SIGNATURE:	DATE: 12/23/14
NARRATIVE OF REQUEST	
For the Boards consideration requesting approval of the Change in Status Forms as follows:  Marcus Lundy change from Engineering Tech 1 at Grade 8 to Engineering Tech 3 Grade 10 Step 1 Neil Wirkkala change from Engineering Tech 1 at Grade 8 to Engineering Tech 3 Grade 10 Step 1 Kathleen Ogilvie from Jr. Accountant at Grade 9 to Accountant Grade 12 Step 2	
RECOMMENDED MOTION (To Be Completed by the Clerk/Deputy Clerk of the Board)	



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

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

**REQUESTED MEETING DATE:**

12/30/2014

## AGENDA REQUEST FORM

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

BOCC ACTION: ☐ APPROVED ☐ DENIED

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

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

☐ SUBJECT TO ADEQUATE BUDGET APPROPRIATIONS

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

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

☐ OTHER: \_\_\_\_\_


Review: ☐ Clerk of the Board  
☐ Risk Management  
☐ Legal

### DISTRIBUTION LIST:

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

### AGENDA ITEM REQUEST

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

DEPARTMENT/OFFICE: Community Development	DIVISION (if applicable): Solid Waste
OFFICIAL NAME & TITLE: Megan McVelly, Ex. Assistant	PHONE / EXT: 360.875.9356
SIGNATURE: 	DATE: 12/22/14
NARRATIVE OF REQUEST	
The Code Enforcement Position in the 2015 budget has been offered to Tammy Engel and she has accepted. The first day will be January 1, 2015.	
RECOMMENDED MOTION (To Be Completed by the Clerk/Deputy Clerk of the Board)	



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Phone 360/875.9337 / Fax 360/875.9335

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

REQUESTED MEETING DATE:

12-30-2014

## AGENDA REQUEST FORM

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

BOCC ACTION: ☐ APPROVED ☐ DENIED

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

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

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

☐ SUBJECT TO ADEQUATE BUDGET APPROPRIATIONS

☐ NO ACTION TAKEN/WITHDRAWN

☐ DEFERRED TO: \_\_\_\_\_

Review: ☐ Clerk of the Board

☐ Risk Management

☐ CONTINUED TO DATE: \_\_\_\_\_

TIME: \_\_\_\_\_

☐ Legal

☐ OTHER: \_\_\_\_\_

### DISTRIBUTION LIST:

☐ RF

☐ Assessor

☐ DPW

☐ PACCOM

☐ Superior Court

☐ CF

☐ Auditor

☐ EMA

☐ PC Fair

☐ Treasurer

☐ SEA

☐ Clerk

☐ Health

☐ Prosecutor

☐ Vegetation Mgmt

☐ Civil Service

☐ Juvenile

☐ SDC

☐ WSU Coop. Ext.

☐ DCD

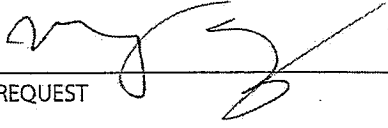
☐ NDC

☐ Sheriff

☐ Other

### AGENDA ITEM REQUEST

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

DEPARTMENT/OFFICE: Health	DIVISION (if applicable):
OFFICIAL NAME & TITLE: Mary P. Goelz, Director	PHONE / EXT: 2644
SIGNATURE: 	DATE: 12-26-14
NARRATIVE OF REQUEST	
<p>Request the Board review and approve a new contract with U. S. Cellular for the 5 cell phones we currently have with the Health Department. Our current contract with U.S. Cellular was done as a group contract for the county and involves roaming fees and text message charges that are adding to our base costs. The five cell phones are included in our approved 2015 County budget request. There will be no supplemental needed.</p>	
RECOMMENDED MOTION (To Be Completed by the Clerk/Deputy Clerk of the Board)	



Proposal and Wireless Service Agreement prepared for

# **Pacific County Health and Human Services**

**Shannon Gordon**

509-949-1717

Shannon.gordon@uscellular.com

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**CONFIDENTIAL**  
**Offer Expires 2/11/2015**

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## Recommended Rate Plans

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**U.S. Cellular offers flexible options that have enabled us to customize a plan that's just right for your business.**

We've considered your usage, factored in what you use a lot of and what you use a little of, and created a plan that we believe will give you the most value for your money.

**Here's our recommendation for Pacific County:**

**Plan**

Shared Data Lines	Description	Discount(s)	Cost Per Month
1	1 GB Shared Data; \$40 per month		\$40.00
2	Smartphone; \$40 per month		\$80.00
4	Feature Phones; \$30 per month		\$120.00
		Total investment before taxes	\$240.00





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## **Partner Employee Discount Program**

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### **Discounted Service for Your Associates**

Pacific County's partnership with U.S. Cellular® qualifies your employees for a discount on their consumer wireless service. If PEDP requirements are met, both current and new customers employed by Pacific County will be able to take advantage of this discount and great customer service for which U.S. Cellular is known.

Gaining access to the discount is easy. Associates simply visit [uscellular.com/partner](http://uscellular.com/partner). Upon entering their name and corporate e-mail address, they will receive an e-mail with their eligible discount. They will then be prompted to continue with the process to have their discount eligibility verified. If all eligibility requirements are met, the discount will be applied within the next two bill cycles.

#### **Requirements:**

- Customer Name must maintain at least 21 lines of service during the term of this Agreement. (Changes to the number of active lines on the corporate account may disqualify employees from eligibility to the PEDP.)
- Discount will only be applied to the voice plan portion of non-Shared Data Plans and only the data portion of Shared Data Plans. (On Legacy Plans, the discount applies to the voice, messaging and data bundle.)
- Single Line Plans must have a monthly service charge of \$69.95 or greater.
- Family Plans must have a monthly service charge of \$99.95 or greater.
- Shared Data Plans require a minimum Data Plan of 4GB.
- Not eligible on Wireless Modem or Data Only Plans.



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## Terms of Agreement

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Under this Agreement, all lines will be under contract for a period of twenty-four months from the date of U.S. Cellular's execution of this Agreement. The Terms and Conditions of this Agreement, attached hereto and made a part of this Agreement as Exhibit A, shall control the provision of Service to Pacific County. In the event of conflict or inconsistency between the terms of this Agreement and Exhibit A, the terms of this Agreement shall govern and control.

- **Pacific County Corporate Activation Fees are Waived**
- **Termination Fees –**  
\$150.00 per line for feature phones, modems and hotspot devices.  
\$350.00 per line for smartphones and tablets.
- **Expiration Date of Contract:** Twenty-four months from date of contract signing by U.S. Cellular.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives.

**USCC Services, LLC**

**COMPANY NAME**

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

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

Name: Shannon Gordon\_\_\_\_\_

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

Title: Business Account Manager

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

Date: 12/11/2014\_\_\_\_\_

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



## **EXHIBIT A**

### **TERMS AND CONDITIONS OF AGREEMENT**

These are the Terms and Conditions for Service between the customer ("you") and USCC Services, LLC on behalf of its operating licensed affiliates doing business as U.S. Cellular in your Home Market, as defined below ("U.S. Cellular", "we" or "us"). "Service" refers to the telecommunication services/programs, including voice and data services, you purchase from U.S. Cellular. Your "Agreement" includes (1) these Terms and Conditions, (2) the Service Agreement ("Service Agreement") on which you applied for Service, (3) the terms and conditions (typically, but not exclusively, included in the applicable brochure or literature) applicable to each Service, and (4) if you purchase data services, the applicable terms posted at [www.uscellular.com/termsandconditions](http://www.uscellular.com/termsandconditions).

#### **Eligibility**

You are eligible for Service only if you or your employer has a billing address within U.S. Cellular's licensed market area. If you meet the eligibility requirement only through your employment address, you may only be eligible for certain rate plans. All accounts you have with us must be kept in good standing in order to be eligible for Service. If any account is not in good standing, all accounts are subject to suspension and/or termination.

#### **Term/Termination/Early Termination Fee**

This Agreement is effective on the day we activate your Service and continues until terminated in a manner as provided below. You may terminate Service at any time by notifying U.S. Cellular. Termination by you shall be effective immediately unless you request a later termination date. A request to port your number is a request by you to terminate Service immediately. Your monthly recurring Services and the applicable charges for those monthly recurring Services shall be prorated to coincide with the termination date. Depending on the amount of Service that you have used during the month of termination, such a proration may result in you incurring overage charges. U.S. Cellular may terminate or suspend your Service at any time without notice if you fail to perform any obligations of this Agreement including the restrictions and obligations set forth in the paragraphs regarding "Use of Service" and "Payment and Due Date." Additionally, U.S. Cellular may terminate this Agreement at any time without notice if we cease to provide Service in your Home Market. If the Agreement is terminated for any reason during the Initial Term ("IT") other than pursuant to (i) the "Changes to Relationship" paragraph below, (ii) any applicable U.S. Cellular guaranty period or (iii) U.S. Cellular ceasing to provide Service in your Home Market, you may be assessed an Early Termination Fee ("ETF"). The duration of the IT and initial value of the ETF are defined in your Service Agreement. Each line of Service shall be subject to a separate ETF. The ETF shall be pro-rated over the IT of the Agreement using a straight-line calculation. By way of examples, an ETF of \$350.00 for a 2 year IT will be reduced by \$14.58 each month until the ETF reaches \$0, and ETF of \$150.00 for a 2 year IT shall be reduced by \$6.25 each month until the ETF reaches \$0. Upon termination for



any reason, you are responsible for the payment of all charges. If your Service is reinstated, you may be charged a reactivation fee.

#### **Authorized Contact**

You may appoint one or more persons to manage your account ("Authorized Contacts"). These Authorized Contacts will be able to access and make changes to your account, including but not limited to; view information about the account, add and/or terminate lines of Service, purchase equipment, extend and/or renew the IT, make payments on the account, etc. You are responsible for any account changes and/or purchases made by any Authorized Contact.

#### **Use of Service**

At least 50% of your monthly voice usage for each device on your account must be used in U.S. Cellular's licensed markets. No more than 200 MB of your data usage in any month for each device on your account may be used in U.S. Cellular's non-licensed markets. The customer address or business address for business accounts (not the billing address if different) will be deemed to be the primary place of use of Service for all devices on this account for purposes of calculating certain taxes, surcharges and fees. You agree to inform us of any changes in your customer address or business address for business accounts which must always be within U. S Cellular's licensed markets. Service is furnished for your use only; you may not resell Service to third parties. You may not use the Service for any unlawful, improper, harassing or abusive purpose or in such a way that interferes with U.S. Cellular's network, business operations, employees or customers. U.S. Cellular may, in its sole discretion, block access to certain categories of numbers (e.g., 976, 900 and international designations). We may periodically, without notice, remotely change or update your wireless devices software, applications or programming. This process may affect or erase any data you have stored on the device or any personalized settings.

#### **Payment and Due Date**

You are responsible for payment of all charges on your bill, including but not limited to telecommunications-related charges (such as monthly access, airtime, roaming, toll, long distance, directory assistance, application charges and data network usage); charges for other discretionary goods and services offered by U.S. Cellular or third parties for which we bill (such as ringtones, graphics, games, premium messaging services and other on-line content); regulatory cost recovery charges (such as Universal Service Fund, Enhanced 911 and Wireless Number Portability); surcharges; and taxes. Regulatory cost recovery fees, surcharges, and taxes are subject to change without notice. Payments are late if not received by U.S. Cellular by the due date shown on the monthly bill. We may charge a late fee of up to \$5.00 for each late payment or 1.5 percent a month or part thereof (18% annually or the highest rate permitted by applicable state law) for any amount not paid when due, whichever is greater. We may charge you a returned check fee for a check returned for any reason. We may charge a processing fee of up to \$5.00 on any credit balance due upon termination of Service for any reason. You will be charged a collection fee if your account is referred to a third party agency for collection. The collection fee will be assessed up to the maximum amount permitted by applicable law.



### Coverage

You understand that Service may be interrupted or unavailable due to atmospheric or topographical conditions, governmental regulations or orders, or system capacity limitations. Representations of coverage by U.S. Cellular or its agents are not guarantees.

### Lost or Stolen Phones

You are responsible for all authorized charges on your phone. If you claim unauthorized charges on account of a lost or stolen phone, you must report your phone as lost or stolen immediately so that we may investigate your claim. We will investigate any claims of unauthorized charges within 30 days. You agree to cooperate with our investigation and to submit any relevant documentation that you have such as a police report or a sworn statement. You will not be required to pay any disputed charges while we investigate. If we determine that the charges are unauthorized, we will credit your account.

### Deposits

U.S. Cellular may require a deposit from you to guarantee payment of charges for Service and from time-to-time may increase the deposit based on your usage and payment history. Deposits will only be returned to you after a minimum of 12 consecutive months of satisfactory payment history. U.S. Cellular may apply deposits or payments to any charges you owe us on any account. Interest will not be paid on deposits unless required by law.

### Billing Practice

Your monthly Service fee will be billed in advance and your usage charges not covered by your monthly Service fee will be billed in arrears. Each partial minute of airtime will be rounded up and billed as a full minute. You may be charged for calls that are not completed but ring longer than 59 seconds. For completed calls, you will be billed from the time you push the "send" button until you terminate your call by pushing the "end" button on your phone. "Application charges" include the non-recurring and/or monthly subscription fees incurred when you purchase data applications from us or third parties for which we bill. "Data network usage charges" are the charges for transferring data (i.e., downloading applications, accessing the Internet, etc.) rendered in units of kilobytes or megabytes. Each partial kilobyte of data transferred will be rounded up and billed as a full kilobyte. Text, Picture and Video Messaging are billed per address/recipient. You may add or remove a block on your account for third party services such as premium messaging services at no additional charge by contacting Customer Service. **YOU MAY SEEK A CREDIT OR REFUND FOR ERRORS IN BILLING FOR UP TO 180 DAYS (OR AS OTHERWISE PROVIDED BY CA LAW FOR CA CUSTOMERS) AFTER ISSUANCE TO YOU OF THE BILL ON WHICH THE ERROR IS CONTAINED BY CONTACTING U.S. CELLULAR AS PROVIDED ON YOUR BILL. YOU WILL HAVE WAIVED YOUR RIGHT TO DISPUTE THE BILL AND TO BRING, OR PARTICIPATE IN, ANY LEGAL ACTION RAISING SUCH DISPUTE IF YOU FAIL TO DISPUTE THE CHARGE ON YOUR BILL WITHIN 180 DAYS (OR AS OTHERWISE PROVIDED BY CA LAW FOR CA CUSTOMERS) AFTER THE ISSUANCE OF THE BILL. WE MAY ALSO BACK BILL YOU FOR ANY ERROR THAT RESULTS IN AN UNDERBILLING TO YOU WITHIN 180 DAYS OF THE ISSUANCE OF THE BILL THAT SHOULD HAVE REFLECTED THE UNDERBILLED CHARGE.**

**Billing Out of Area Calls**

Billing for some calls made/received by you outside of the home U.S. Cellular switch to which your account is assigned at the time your service is established ("Home Market") may occur after the close of your regular billing cycle. Typically this occurs when you make/receive calls late in your billing cycle outside your Home Market such as when you are roaming on another carrier's network or are making/receiving calls on a U.S. Cellular network other than your Home Market. When this occurs, the minutes used, and associated charges, will be applied against your monthly calling plan in the month that the usage appears on your bill rather than the month the calls actually occurred.

**Changes to Relationship**

We may amend the Agreement at any time by providing notice to you. If we make Material Changes to the Agreement that you do not agree with, you may cancel your Agreement without incurring an ETF by notifying us within 30 days after notice to you of the change. "Material Changes" shall be only those changes that result in an increase to the rates that we charge you for services under your Price Plan as specified in your Service Agreement. Changes to charges permitted to be collected by any governmental authority (such as for the Universal Service Fund) or which pass through the expense of taxes imposed on the Service or which relate to other Services for which you are under no term commitment as well as other non-monetary changes to the Terms and Conditions shall not constitute Material Changes to this Agreement. If you use the Service after the 30-day period, you agree to be bound by any Material Changes.

**Privacy/Acceptable Use/Copyright**

U.S. Cellular strives to protect the privacy and intellectual property rights of our customers. We may collect, process and share personal information about you or your account consistent with our privacy policy, available at [www.uscellular.com](http://www.uscellular.com), without further specific notice to you. You can also view U.S. Cellular's acceptable use and copyright policies at [www.uscellular.com](http://www.uscellular.com). You authorize and consent to allow U.S. Cellular and/or its third party collection agencies to contact you regarding your account status. Such contact may be made by live persons or pre-recorded messages to any mailing address, telephone number, wireless telephone number, e-mail address or any other electronic address that you provide. You agree that such contact may be made by an automatic telephone dialing system, automatic e-mailing system or any other automatic electronic messaging system.

**Credit Information**

You authorize consumer reporting agencies to periodically furnish U.S. Cellular with your consumer report. You authorize U.S. Cellular to periodically disclose your account information and payment history to consumer reporting agencies.



### **Limits of Liability**

U.S. CELLULAR'S LIABILITY REGARDING YOUR USE OF THE SERVICES OR EQUIPMENT, OR THE FAILURE OF OR INABILITY TO USE THE SERVICES OR EQUIPMENT, IS LIMITED TO THE CHARGES YOU INCUR FOR SERVICES OR EQUIPMENT DURING THE AFFECTED PERIOD. THIS MEANS U.S. CELLULAR IS NOT LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES (SUCH AS LOST PROFITS OR LOST BUSINESS OPPORTUNITIES), PUNITIVE OR EXEMPLARY DAMAGES, OR ATTORNEYS' FEES.

### **Disclaimer of Warranties**

U.S. CELLULAR MAKES NO WARRANTY REGARDING THE SERVICES, EQUIPMENT AND SOFTWARE AND DISCLAIMS ANY IMPLIED WARRANTY, INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE TO THE EXTENT PERMITTED BY STATE LAW. U.S. CELLULAR IS NOT RESPONSIBLE FOR CIRCUMSTANCES BEYOND ITS CONTROL, INCLUDING WITHOUT LIMITATION, ACTS OR OMISSIONS OF OTHERS, ATMOSPHERIC CONDITIONS, OR ACTS OF GOD. U.S. CELLULAR DOES NOT MANUFACTURE EQUIPMENT OR SOFTWARE, AND YOUR ONLY WARRANTIES AND REPRESENTATIONS WITH RESPECT TO EQUIPMENT OR SOFTWARE ARE THOSE PROVIDED BY THE MANUFACTURER UNLESS AND ONLY TO THE EXTENT THAT APPLICABLE STATE LAW IMPOSES WARRANTY OBLIGATIONS ON U.S. CELLULAR.

### **Assignment**

U.S. Cellular may assign this Agreement without notice to you. You may assign this Agreement only with U.S. Cellular's consent.

### **Entire Agreement**

This Agreement is the entire agreement between you and U.S. Cellular. This Agreement supersedes any inconsistent or additional promises made to you by any employee or agent of U.S. Cellular.

### **Arbitration**

ANY CONTROVERSY OR CLAIM ARISING OUT OF OR RELATING TO THIS AGREEMENT SHALL BE RESOLVED BY BINDING ARBITRATION AT THE REQUEST OF EITHER PARTY PURSUANT TO THE WIRELESS INDUSTRY ARBITRATION RULES AS MODIFIED BY THIS AGREEMENT AND AS ADMINISTERED BY THE AMERICAN ARBITRATION ASSOCIATION ("AAA"). WE SHALL BE FULLY RESPONSIBLE FOR FILING, ADMINISTRATION AND ARBITRATOR FEES AND WE WILL ADVANCE, OR REIMBURSE YOU FOR, ANY REASONABLE FILING, ADMINISTRATION AND ARBITRATOR FEES FOR ANY ARBITRATION INITIATED IN ACCORDANCE WITH THIS PARAGRAPH. WE WILL REIMBURSE YOU FOR YOUR REASONABLE ATTORNEYS' FEES AND COSTS IF THE ARBITRATOR AWARDS YOU AN AMOUNT EQUAL TO OR GREATER THAN THE AMOUNT YOU HAVE DEMANDED IN SUCH ARBITRATION. THE AMERICAN ARBITRATION ASSOCIATION SHALL ADMINISTER THE ARBITRATION AND JUDGMENT ON THE AWARD RENDERED BY THE ARBITRATOR MAY BE ENTERED IN ANY COURT HAVING JURISDICTION. BOTH PARTIES ACKNOWLEDGE THAT THIS AGREEMENT IS A TRANSACTION INVOLVING INTERSTATE COMMERCE, AND IS THEREFORE GOVERNED BY THE FEDERAL ARBITRATION ACT. BY



AGREEING TO ARBITRATION, BOTH PARTIES ARE WAIVING THEIR RIGHT TO LITIGATE IN COURT INCLUDING ANY RIGHT TO A JURY TRIAL. UNLESS YOU AND WE OTHERWISE MUTUALLY AGREE, ALL HEARINGS UNDER SUCH ARBITRATION SHALL TAKE PLACE IN THE COUNTY OF YOUR BILLING ADDRESS. AT YOUR OPTION, YOU MAY BRING AN ACTION AGAINST US IN SMALL CLAIMS COURT, NOTWITHSTANDING THIS AGREEMENT. THE PARTIES AGREE THAT ALL CLAIMS, WHETHER IN ARBITRATION OR IN SMALL CLAIMS COURT, SHALL BE TREATED INDIVIDUALLY AND THERE SHALL BE NO CONSOLIDATION OF CLAIMS, CLASS ACTIONS, REPRESENTATIVE ACTIONS OR PRIVATE ATTORNEY GENERAL ACTIONS. U.S. CELLULAR EXPRESSLY REJECTS AND DOES NOT CONSENT TO ANY CONSOLIDATION OF CLAIMS OR CLASS ACTION IN THE ARBITRATION. THIS ARBITRATION AGREEMENT SURVIVES THE TERMINATION OF THIS SERVICE AGREEMENT. FOR ADDITIONAL INFORMATION ON COMMENCING ARBITRATION AND HOW THE ARBITRATION PROCESS WORKS, YOU MAY CALL THE AMERICAN ARBITRATION ASSOCIATION AT 800-778-7879 OR VISIT THEIR WEBSITE AT [WWW.ADR.ORG](http://WWW.ADR.ORG).

**Directory Information**

U.S. Cellular does not publish directories of our customers' phone numbers nor do we provide our customers' phone numbers to third parties for publication in directories.

**No Waiver; Severability**

U.S. Cellular's failure to enforce any right or remedy available under this Agreement is not a waiver. If any part of this Agreement is held invalid or unenforceable, the remainder of this Agreement will remain in force.

**Errors**

We reserve the right to correct any errors or omissions in the Agreement.





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

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

REQUESTED MEETING DATE:

12/30/2014

## AGENDA REQUEST FORM

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

BOCC ACTION: ☐ APPROVED ☐ DENIED

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

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

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

☐ SUBJECT TO ADEQUATE BUDGET APPROPRIATIONS

☐ NO ACTION TAKEN/WITHDRAWN

☐ DEFERRED TO: \_\_\_\_\_

Review: ☐ Clerk of the Board

☐ CONTINUED TO DATE: \_\_\_\_\_

TIME: \_\_\_\_\_

☐ Risk Management

☐ Legal

☐ OTHER: \_\_\_\_\_

### DISTRIBUTION LIST:

☐ RF

☐ Assessor

☐ DPW

☐ PACCOM

☐ Superior Court

☐ CF

☐ Auditor

☐ EMA

☐ PC Fair

☐ Treasurer

☐ SEA

☐ Clerk

☐ Health

☐ Prosecutor

☐ Vegetation Mgmt

☐ Civil Service

☐ Juvenile

☐ SDC

☐ WSU Coop. Ext.

☐ DCD

☐ NDC

☐ Sheriff

☐ Other

## AGENDA ITEM REQUEST

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

DEPARTMENT/OFFICE: Sheriff	DIVISION (if applicable): Patrol
OFFICIAL NAME & TITLE: Scott L. Johnson, Sheriff	PHONE / EXT: ext 3395
SIGNATURE:	DATE: 12/26/2014
NARRATIVE OF REQUEST	
Request BOCC confirm the hire of Jesse Eastham as a full-time, fully-commissioned, fully-compensated deputy sheriff beginning January 1, 2015. Authorization was given to fill this vacancy at the BOCC meeting of 06/24/2014.	
RECOMMENDED MOTION (To Be Completed by the Clerk/Deputy Clerk of the Board)	



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**REQUESTED MEETING DATE:**

12/30/2014

## AGENDA REQUEST FORM

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

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

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☐ DENIED

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Review: ☐ Clerk of the Board

☐ Risk Management

☐ CONTINUED TO DATE: \_\_\_\_\_

TIME: \_\_\_\_\_

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DISTRIBUTION LIST:

☐ RF

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☐ Vegetation Mgmt

☐ Civil Service

☐ Juvenile

☐ SDC

☐ WSU Coop. Ext.

☐ DCD


☐ NDC

☐ Sheriff

☐ Other

### AGENDA ITEM REQUEST

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

DEPARTMENT/OFFICE: Commissioners Office	DIVISION (if applicable):
OFFICIAL NAME & TITLE: Marie Guernsey, Clerk of the Board	PHONE / EXT:
SIGNATURE: 	DATE: 12/23/2014
NARRATIVE OF REQUEST	
RECOMMENDED MOTION (To Be Completed by the Clerk/Deputy Clerk of the Board)	
Approve Public Official Bond for Renee Goodin, Treasurer, effective 1/1/2015 through 1/1/2019	



THE HARTFORD

52BSBEJ4050

STATE OF WASHINGTON

BOND OF OFFICIAL

KNOW ALL MEN BY THESE PRESENTS:

That we, Renee L. Goodin ..... as principal, and the Hartford Fire Insurance Company ..... , a corporation organized under the laws of the State of Connecticut ..... , and authorized to transact the business of surety in the State of Washington, as surety, are held and firmly bound unto Pacific County ..... in the just and full sum of One Hundred Fifty Thousand ..... Dollars (\$ 150,000 .....), lawful money of the United States of America, for the payment of which, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

The Condition of this obligation is such that, whereas the above bounded Principal was on the 1st ..... day of January ..... A.D. 192015, duly and lawfully Elected ..... to the office of Pacific County ..... for the term beginning on the 1st ..... day of January ..... 192015, and ending on the 1st ..... day of January ..... 192019.

Now, Therefore, If the said Principal shall well, truly, and faithfully perform, fulfill and discharge all the duties required of him by law, as such Pacific County Treasurer ..... and shall well, truly, and faithfully perform the duties of said office as such duties are prescribed by any law which may be enacted subsequent to the execution of this bond .....

then this obligation to be void; otherwise to remain in full force and effect.

In Testimony Whereof, the said Principal has subscribed his/ER name and the said Surety has caused these presents to be executed and its official seal attached by its duly authorized Attorney-in-fact, at Lake Mary ..... , Florida ..... , on the 25th ..... day of November ..... 192014  
Renee L. Goodin

Principal

Duplicate Original  
Amy Tomiller  
Print name of Attorney-In-Fac'  
Amy Tomiller  
Attorney-In-Fact  
12/13/2014  
Signed, Sealed and Dated

Hartford Fire Insurance Company .....

By Nancy Dudley, ..... Attorney-in-Fact



**REQUESTED MEETING DATE:**

December 30, 2014

## AGENDA REQUEST FORM

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

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

BOCC ACTION: ☐ APPROVED ☐ DENIED

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

☐ SUBJECT TO ADEQUATE BUDGET APPROPRIATIONS

☐ NO ACTION TAKEN/WITHDRAWN

☐ DEFERRED TO: \_\_\_\_\_

Review: ☐ Clerk of the Board

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

☐ Risk Management

☐ OTHER: \_\_\_\_\_

☐ Legal

### DISTRIBUTION LIST:

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

### AGENDA ITEM REQUEST

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

DEPARTMENT/OFFICE: General Administration	DIVISION (if applicable): n/a
OFFICIAL NAME & TITLE: Paul T. Plakinger, Management & Fiscal Analyst	PHONE / EXT: x2243
SIGNATURE: <i>PTP</i>	DATE: December 22, 2014
NARRATIVE OF REQUEST  Please approve any necessary fy2014 budget category appropriation transfers via resolution.  Any such transfers will not increase/decrease the bottom line of a given budget.	
RECOMMENDED MOTION	



**REQUESTED MEETING DATE:**

December 30, 2014

## AGENDA REQUEST FORM

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

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

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Review: ☐ Clerk of the Board

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

☐ Risk Management

☐ OTHER: \_\_\_\_\_

☐ Legal

### DISTRIBUTION LIST:

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

### AGENDA ITEM REQUEST

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

DEPARTMENT/OFFICE: General Administration	DIVISION (if applicable): n/a
OFFICIAL NAME & TITLE: Paul T. Plakinger, Management & Fiscal Analyst	PHONE / EXT: x2243
SIGNATURE: <i>PTP</i>	DATE: December 23, 2014
<b>NARRATIVE OF REQUEST</b> A citizen has expressed interest in purchasing county-owned tax-title parcel #14092213018. This parcel was deeded to the 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 Chapter 36.35 RCW, tax-title property may be disposed of without bids in certain cases.  My request is that the Board: <ul style="list-style-type: none"><li>• acknowledge that county-owned parcel #14092213018 may be sold by private negotiation in accordance with Chapter 36.35 RCW; and</li><li>• authorize the management &amp; fiscal analyst to first notify all property owners adjacent to parcel #14092213018, informing them that the county has been approached by a citizen interested in purchasing this property.</li></ul>	
<b>RECOMMENDED MOTION</b>	



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

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

**REQUESTED MEETING DATE:**

12-30-14

## AGENDA REQUEST FORM

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

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

BOCC ACTION: ☐ APPROVED ☐ DENIED

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

☐ SUBJECT TO ADEQUATE BUDGET APPROPRIATIONS

☐ NO ACTION TAKEN/WITHDRAWN

☐ DEFERRED TO: \_\_\_\_\_

Review: ☐ Clerk of the Board

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

☐ Risk Management

☐ OTHER: \_\_\_\_\_

☐ Legal

### DISTRIBUTION LIST:

☐ RF

☐ Assessor

☐ DPW

☐ PACCOM

☐ Superior Court

☐ CF

☐ Auditor

☐ EMA

☐ PC Fair

☐ Treasurer

☐ SEA

☐ Clerk

☐ Health

☐ Prosecutor

☐ Vegetation Mgmt

☐ Civil Service

☐ Juvenile

☐ SDC

☐ WSU Coop. Ext.

☐ DCD

☐ NDC

☐ Sheriff

☐ Other

## AGENDA ITEM REQUEST

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

DEPARTMENT/OFFICE: General Administration	DIVISION (if applicable):
OFFICIAL NAME & TITLE: Kathy Spoor, CAO	PHONE / EXT:
SIGNATURE: <i>Kathy Spoor</i>	DATE: 12-22-14
NARRATIVE OF REQUEST  Attached for your consideration is a Resolution pertaining to the loan from Fund 197 to PACCOM Member agencies for purchase of dispatch radio equipment. I am working on Member agency contracts for repayment. We should have those for your signature at your meeting in January.	
RECOMMENDED MOTION (To Be Completed by the Clerk/Deputy Clerk of the Board)  Move to approve Resolution Number 2014-_____ in the matter of establishing a short term loan from Fund 197 to PACCOM Member Agencies for purchase of dispatch radio equipment.	

BEFORE THE BOARD OF COUNTY COMMISSIONERS  
PACIFIC COUNTY, WASHINGTON

RESOLUTION NO. 2014-\_\_\_\_\_

IN THE MATTER OF ESTABLISHING A SHORT TERM LOAN BETWEEN COUNTY FUND 197 (CUMULATIVE RESERVE) AND PACIFIC COUNTY COMMUNICATIONS/E911 (PACCOM) MEMBER AGENCIES REGARDING THE PURCHASE OF DISPATCH RADIO EQUIPMENT.

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

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

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

NOW THEREFORE IT IS HEREBY RESOLVED that the Pacific County Board of Commissioners authorizes a short term loan in an amount not to exceed \$153,108 from Fund 197 (Cumulative Reserve) to the PACCOM Member Agencies for purchase of dispatch radio equipment with the following conditions:

- ♦ Each Member Agency will enter into an Interlocal agreement for repayment of their portion of the short term loan based on the funding formula established by the PACCOM Board and referenced as Attachment A to the Pacific County Communications (PACCOM) Interlocal Agreement
- ♦ Interest will be applied at a rate of 3% per annum.
- ♦ The term of loan will be 3 years. Member agencies may elect to pay their portion of the loan repayment in one lump sum, or annually over the three year period.
- ♦ Accumulated principal and interest to be paid annually by December 31<sup>st</sup>, beginning in 2015.

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

PASSED by the following vote this 30<sup>th</sup> day of December, 2014 by the Board of Pacific County Commissioners meeting in regular session at South Bend, Washington, then signed by its membership and attested to by its Clerk in authorization of such passage:

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

BOARD OF COUNTY COMMISSIONERS  
PACIFIC COUNTY, WASHINGTON

ATTEST

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

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

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

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



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

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

**REQUESTED MEETING DATE:**

12/30/2014

## AGENDA REQUEST FORM

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

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

BOCC ACTION: ☐ APPROVED ☐ DENIED

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

☐ SUBJECT TO ADEQUATE BUDGET APPROPRIATIONS

Review: ☐ Clerk of the Board

☐ NO ACTION TAKEN/WITHDRAWN

☐ DEFERRED TO: \_\_\_\_\_

☐ Risk Management

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

☐ Legal

☐ OTHER: \_\_\_\_\_

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☐ Vegetation Mgmt

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☐ Juvenile

☐ SDC

☐ WSU Coop. Ext.

☐ DCD

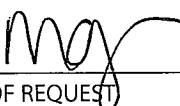
☐ NDC

☐ Sheriff

☐ Other

### AGENDA ITEM REQUEST

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

DEPARTMENT/OFFICE: Commissioners Office	DIVISION (if applicable):
OFFICIAL NAME & TITLE: Marie Guernsey, Clerk of the Board	PHONE / EXT:
SIGNATURE: 	DATE: 12/23/2014
NARRATIVE OF REQUEST	
RECOMMENDED MOTION (To Be Completed by the Clerk/Deputy Clerk of the Board)	
Approve Contract for Services with Economic Development Council, effective January 1, 2015 through December 31, 2015	



## CONTRACT FOR TECHNICAL SERVICES

**Between  
Pacific County  
and the  
Pacific County Economic Development Council**

THIS AGREEMENT is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2014, by the County of Pacific, hereinafter referred to as the "County", and the Pacific County Economic Development Council, hereinafter referred to as the "EDC".

### WITNESSETH:

WHEREAS, the EDC is actively pursuing and facilitating the location and expansion of business and industry in Pacific County through the development of a marketing strategy aimed at attracting new business and industry, the implementation of business assistance programs, the promotion of tourism and retirement living, and the establishment of liaison with local, county and state governments as well as the private business sector to coordinate and promote economic growth and development while preserving the quality of life in Pacific County; and

WHEREAS, the County is undertaking certain activities necessary to promote economic growth and development; and

WHEREAS, the County desires to engage the EDC to render certain technical advice and assistance in connection with such undertakings by the County;

NOW, THEREFORE, the parties do mutually agree as follows:

1. Scope of Service. The EDC will: (a) receive from the County inquiries from businesses and industries indicating an interest in locating in the vicinity of the County and responding to such inquiries with information and materials including, but not limited to, wage rates, employment figures, personal income statistics, site availability and such other data as may be requested; (b) furnish current research data to assist the County in the area of economic growth and development. Such data shall include, but shall not be limited to, surveys of industrial growth within Pacific County, employment, population and general statistical information and other information of similar nature; (c) provide, free of additional charge, published materials prepared by the EDC to such persons as the County may direct plus other reports and studies as the EDC may prepare. Such materials may include, but are not limited to, wage rates, employment figures, personal income statistics and other special reports; and (d) serve as a general research reference service and assist in preparing replies to inquiries about facilities and resources required by new industries which may consider the County's service area for location or expansion.

2. Time of Performance. The services of the EDC are to commence on the first day of January, 2015, and terminate on the thirty-first of December, 2015. The duration of the contract may be extended upon mutual agreement between the parties hereto and pursuant to the terms and conditions of the contract, or terminated by 30 days notice to the other party.

3. Compensation and Method of Payment. The County shall reimburse the EDC for the services as follows:

- a) The total contract price for the period specified in paragraph 2 shall be \$5,000.00
- b) \$5,000 to be paid in two installments, \$2,500 due March 31, 2015, and \$2,500 due September 30, 2015.
- c) The EDC shall submit such properly executed vouchers, invoices, or expenditure reports to the County as are requested.

4. Changes. Either party may request changes in scope of services, performing or reporting standards or compensation amount or method. Proposed changes which are mutually agreed upon shall be incorporated by written amendments to this Agreement.

5. Notices. Written notices to each party shall be sent to the following addresses: Pacific County Economic Development Council, 211 Commercial Street, Raymond, WA 98577 and the County of Pacific, P.O. Box 187, South Bend, WA 98586.

6. Nondiscrimination. The EDC certifies that it is an equal opportunity employer and that it does not discriminate in its hiring or employment practices or in the provision of any of its services on the basis of membership in any group protected by state or federal law.

7. Liability. The EDC shall hold the County and its officers, agents and employees acting in their official capacity or course of employment, harmless from all suits, claims or liabilities of any nature, for and on account of injuries or damages sustained by any person or property resulting in whole or part from activities or omissions of the EDC, its agents or employees pursuant to this agreement.

8. Debarment Certification. The Contractor hereby declares that it is not suspended or debarred from securing federal and/or state funds and shall remain so during the term of this Agreement/Contract. Suspension and/or debarment of the Contractor from securing federal or state funds shall be cause for immediate termination of this Agreement/Contract by the County.

9. Subcontracting. The contract is personal to each of the parties thereto and neither party may assign or delegate any of its rights or obligations hereunder except as set forth in this contract.

10. Integrated Document. This contract embodies the contract, terms and conditions between the County and the Pacific County EDC. No verbal agreements or conversations any representatives of either party shall modify or affect the terms and obligations of this contract.

IN WITNESS WHEREOF, the parties here have caused this contract to be executed the date and year first written above.

PACIFIC COUNTY  
BOARD OF COUNTY COMMISSIONERS

PACIFIC COUNTY ECONOMIC  
DEVELOPMENT COUNCIL

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

\_\_\_\_\_  
President

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

\_\_\_\_\_  
Treasurer

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

ATTEST:

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

\_\_\_\_\_  
Date



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

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beginning at 9 a.m.**

**REQUESTED MEETING DATE:**

12/30/2014

## AGENDA REQUEST FORM

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

BOCC ACTION: ☐ APPROVED

☐ DENIED

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

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

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

☐ SUBJECT TO ADEQUATE BUDGET APPROPRIATIONS

☐ NO ACTION TAKEN/WITHDRAWN

☐ DEFERRED TO: \_\_\_\_\_

☐ CONTINUED TO DATE: \_\_\_\_\_

TIME: \_\_\_\_\_

Review: ☐ Clerk of the Board

☐ Risk Management

☐ Legal

☐ OTHER: \_\_\_\_\_

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☐ DCD

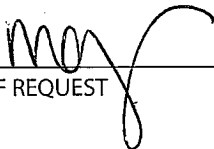
☐ NDC

☐ Sheriff

☐ Other

### AGENDA ITEM REQUEST

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

DEPARTMENT/OFFICE: Commissioners Office	DIVISION (if applicable):
OFFICIAL NAME & TITLE: Marie Guernsey, Clerk of the Board	PHONE / EXT:
SIGNATURE: 	DATE: 12/29/2014
NARRATIVE OF REQUEST	
RECOMMENDED MOTION (To Be Completed by the Clerk/Deputy Clerk of the Board)	
Confirm Chair's signature on Real Estate Excise Tax Supplemental Statement and Real Estate Excise Tax Affidavit	



State of Washington  
Department of Revenue  
Miscellaneous Tax Section  
PO Box 47477  
Olympia WA 98504-7477

# REAL ESTATE EXCISE TAX SUPPLEMENTAL STATEMENT

(WAC 458-61A-304)

This form must be submitted with the Real Estate Excise Tax Affidavit (FORM REV 84 0001A for deeded transfers and Form REV 84.0001B for controlling interest transfers) as provided below. Completion of this form is required for the types of real property transfers listed in numbers 1-3 below. Only the first page of this form needs original signatures.

**AUDIT:** Information you provide on this form is subject to audit by the Department of Revenue. In the event of an audit, it is the taxpayers' responsibility to provide documentation to support the selling price of any exemption claimed. This documentation must be maintained for a minimum of four years from date of sale. (RCW 82.45.100) Failure to provide supporting documentation when requested may result in the assessment of tax, penalties, and interest. Any filing that is determined to be fraudulent will carry a 50% evasion penalty in addition to any other accrued penalties or interest when the tax is assessed.

**PERJURY:** Perjury is a class C felony which is punishable by imprisonment in a state correctional institution for a maximum term of not more than five years, or by a fine in an amount fixed by the court of not more than five thousand dollars (\$5,000.00), or by both imprisonment and fine (RCW 9A.20.020(1C)).

The persons signing below do hereby swear under penalty of perjury that the following is true (check appropriate statement):

1. ☐ **DATE OF SALE:** (WAC 458-61A-306(2))

I, (print name) Chantale A. Stiller-Anderson

certify that the \_\_\_\_\_ (type of instrument) dated \_\_\_\_\_, was delivered to me in escrow by Weyerhaeuser Company Foundation (seller's name).

**NOTE:** Agent named here must sign below and indicate name of firm. The payment of the tax is considered current if it is not more than 90 days beyond the date shown on the instrument. If it is past 90 days, interest and penalties apply to the date of the instrument.

Reason held in escrow \_\_\_\_\_  
Signature \_\_\_\_\_ First American Title Insurance Company  
Firm Name

2. **GIFTS:** (WAC 458-61A-201) The gift of equity is non-taxable; however, any consideration received is not a gift and is taxable. The value exchanged or paid for equity plus the amount of debt equals the taxable amount. One of the boxes below must be checked. Both Grantor (seller) and Grantee (buyer) must sign below.

Grantor (seller) gifts equity valued at \$ \_\_\_\_\_ to grantee (buyer).  
**NOTE: Examples of different transfer types are provided on the back. This is to assist you with correctly completing this form and paying your tax.**

"Consideration" means money or anything of value, either tangible (boats, motor homes, etc) or intangible, paid or delivered, or contracted to be paid or delivered, including performance of services, in return for the transfer of real property. The term includes the amount of any lien, mortgage, contract indebtedness, or other encumbrance, given to secure the purchase price, or any part thereof, or remaining unpaid on the property at the time of sale. "Consideration" includes the assumption of an underlying debt on the property by the buyer at the time of transfer.

## A. Gifts with consideration

1. ☐ Grantor (seller) has made and will continue to make all payments after this transfer on the total debt of \$ \_\_\_\_\_ and has received from the grantee (buyer) \$ \_\_\_\_\_ (include in this figure the value of any items received in exchange for property). Any consideration received by grantor is taxable.

2. ☐ Grantee (buyer) will make payments on \_\_\_\_\_ % on total debt of \$ \_\_\_\_\_ for which grantor (seller) is liable and pay grantor (seller) \$ \_\_\_\_\_ (include in this figure the value of any items received in exchange for property) Any consideration received by grantor is taxable.

## B. Gifts without consideration

1. ☒ There is no debt on the property; Grantor (seller) has not received any consideration towards equity. No tax is due.

2. ☐ Grantor (seller) has made and will continue to make 100% of payments on total debt of \$ \_\_\_\_\_ and has not received any consideration towards equity. No tax is due.

3. ☐ Grantee (buyer) has made and will continue to make 100% of payments on total debt of \$ \_\_\_\_\_ and has not paid grantor (seller) any consideration towards equity. No tax is due.

4. ☐ Grantor (seller) and grantee (buyer) has made and will continue to make payments from joint account on total debt before and after the transfer. Grantee (buyer) has not paid grantor (seller) any consideration towards equity. No tax is due.

Has there been or will there be a refinancing of the debt? ☐ YES ☐ NO (If yes, please call (360) 534-1503 to see if this transfer is taxable). If grantor (seller) was on title as co-signor only, please see WAC 458-61A-215 for exemption requirements.

The undersigned acknowledges this transaction may be subject to audit and have read the above information regarding record-keeping requirements and evasion penalties.

Jonas Hebert  
Grantor's Signature  
Jonas Hebert  
Grantor's Name (print)

12-24-14  
Date

Steve Rogers  
Grantee's Signature  
Steve Rogers, Chairman  
Grantee's Name (print)

12/29/2014  
Date

3. ☐ **IRS "TAX DEFERRED" EXCHANGE** (WAC 458-61A-213)

I, (print name) \_\_\_\_\_, certify that I am acting as an Exchange Facilitator in transferring real property to \_\_\_\_\_ pursuant to IRC Section 1031, and in accordance with WAC 458-61A-213

**NOTE:** Exchange Facilitator must sign below.

Exchange Facilitator's Signature \_\_\_\_\_

For tax assistance, contact your local County Treasurer/Recorder or visit <http://dor.wa.gov> or call (360) 534-1503. To inquire about the availability of this document in an alternate format please call 1-800-647-7706. Teletype (TTY) users may use the Washington Relay Service by calling 711.

Reproduced by First American Title Insurance Co., File No. 702283-A (cas)

REV 84 0002c (a) (5/26/14)

COUNTY TREASURER



PLEASE TYPE OR PRINT

**REAL ESTATE EXCISE TAX AFFIDAVIT**  
CHAPTER 82.45 RCW - CHAPTER 458-61A WACThis form is your receipt  
when stamped by cashier.**THIS AFFIDAVIT WILL NOT BE ACCEPTED UNLESS ALL AREAS ON ALL PAGES ARE FULLY COMPLETED**  
(See back of last page for instructions)☐ Check box if partial sale of property

If multiple owners, list percentage of ownership next to name.

<b>1</b> SELLER GRANTOR	Name <u>Weyerhaeuser Company Foundation</u>	<b>2</b> BUYER GRANTEE	Name <u>Pacific County</u>	
	Mailing Address <u>P.O. Box 9777 CH1-F23</u>		<u>Department of Public Works</u>	
	City/State/Zip <u>Federal Way, WA 98003-9777</u>		Mailing Address <u>P.O. Box 66</u>	
	Phone No. (including area code) <u>(253) 924-5058</u>		City/State/Zip <u>South Bend, WA 98586</u>	
<b>3</b> Send all property tax correspondence to: <input checked="" type="checkbox"/> Same as Buyer/Grantee		List all real and personal property tax parcel account numbers - check box if personal property		List assessed value(s)
Name _____		<input type="checkbox"/> mineral transfer only - no tax account		
Mailing Address _____		<input type="checkbox"/> numbers required		
City/State/Zip _____		<input type="checkbox"/> (see attached list of real property tax		
Phone No. (including area code) _____		<input type="checkbox"/> account numbers)		

**4** Street address of property: \_\_\_\_\_

This property is located in Pacific County

☐ Check box if any of the listed parcels are being segregated from another parcel, are part of a boundary line adjustment or parcels being merged.

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

See Exhibit A attached hereto

<b>5</b> Select Land Use Code(s): <u>80 - Water or Mineral rights</u> enter any additional codes: _____ (See back of last page for instructions)	<b>7</b> List all personal property (tangible and intangible) included in selling price. _____ _____ _____ _____
Is this property exempt from property tax per chapter 84.36 RCW (nonprofit organization)? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	If claiming an exemption, list WAC number and reason for exemption: WAC No. (Section/Subsection) <u>458-61A-201</u> Reason for exemption _____ mineral transfer only _____
<b>6</b> Is this property designated as forest land per chapter 84.33 RCW? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO Is this property classified as current use (open space, farm and agricultural, or timber) land per chapter 84.34? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO Is this property receiving special valuation as historical property per chapter 84.26 RCW? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO If any answers are yes, complete as instructed below. (1) NOTICE OF CONTINUANCE (FOREST LAND OR CURRENT USE) NEW OWNER(S): To continue the current designation as forest land or classification as current use (open space, farm and agriculture, or timber) land, you must sign on (3) below. The county assessor must then determine if the land transferred continues to qualify and will indicate by signing below. If the land no longer qualifies or you do not wish to continue the designation or classification, it will be removed and the compensating or additional taxes will be due and payable by the seller or transferor at the time of sale. (RCW 84.33.140 or RCW 84.34.108). Prior to signing (3) below, you may contact your local county assessor for more information. This land <input type="checkbox"/> does <input type="checkbox"/> does not qualify for continuance.	Type of Document <u>Quit Claim Deed</u> Date of Document _____ Gross Selling Price \$ <u>0</u> *Personal Property (deduct) \$ _____ Exemption Claimed (deduct) \$ _____ Taxable Selling Price \$ _____ 0.00 Excise Tax : State \$ _____ 0.00 0.0025 Local \$ _____ 0.00 *Delinquent Interest: State \$ _____ Local \$ _____ *Delinquent Penalty \$ _____ Subtotal \$ _____ 0.00 *State Technology Fee \$ _____ 5.00 *Affidavit Processing Fee \$ _____ Total Due \$ _____ 10.00 A MINIMUM OF \$10.00 IS DUE IN FEE(S) AND/OR TAX *SEE INSTRUCTIONS
DEPUTY ASSESSOR _____ DATE _____ (2) NOTICE OF COMPLIANCE (HISTORIC PROPERTY) NEW OWNER(S): To continue special valuation as historic property, sign (3) below. If the new owner(s) does not wish to continue, all additional tax calculated pursuant to chapter 84.26 RCW, shall be due and payable by the seller or transferor at the time of sale. (3) OWNER(S) SIGNATURE <u>Peggy Hebblethwaite</u> PRINT NAME <u>Peggy Hebblethwaite</u>	

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

Signature of Grantor or Grantor's Agent <u>Peggy Hebblethwaite</u>	Signature of Grantee or Grantee's Agent <u>Steve Rogers</u>
Name (print) <u>Peggy Hebblethwaite</u>	Name (print) <u>Steve Rogers, Chairman</u>
Date & city of signing: <u>12-12-14</u>	Date & city of signing: <u>12/29/2014; South Bend, WA</u>

Perjury: Perjury is a class C felony which is punishable by imprisonment in the state correctional institution for a maximum term of not more than five years, or by a fine in an amount fixed by the court of not more than five thousand dollars (\$5,000.00), or by both imprisonment and fine (RCW 9A.20.020 (1C)).

**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.