

FERRY COUNTY
ORDINANCE No. 2014-05

AN ORDINANCE TERMINATING TIMBER LAND CLASSIFICATION AND
CONSOLIDATING TIMBER LAND CLASSIFICATION WITH THE
DESIGNATED FOREST LAND PROGRAM

WHEREAS, during the 2014 legislative session Senate Bill 6180 was passed by the Washington State Legislature which provided the county legislative authority the option to merge its timber land classification with its designated forest land program; and

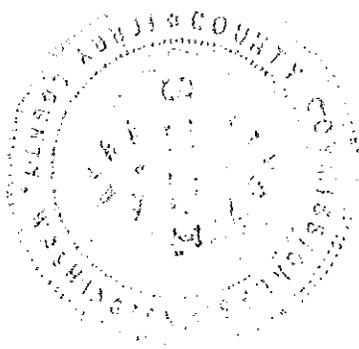
WHEREAS, this Board finds it is in the public interest to merge the County's Current Use Timber land classifications program with its Designated Forest land program; and

WHEREAS, the Ferry County Board of Commissioners voted in open public regular session to approve the merger of its Current Use Timber Land and Designated Forest Land programs; and

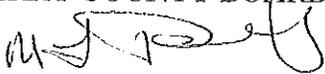
NOW THEREFORE BE IT ORDAINED by the Ferry County Board of County Commissioners that:

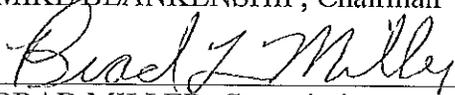
1. All Current Use Timber land classifications granted in Ferry County prior to the effective date of this ordinance are hereby terminated; and
2. Any land that had been classified as Ferry County Current Use Timber land is now designated as Forest land under Chapter 84.33 RCW; and
3. The date the property was classified as Current Use Timber land is considered to be the date the property was designated as forest land; and
4. The County Assessor is directed to notify each owner of Current Use Timber land of the merger by certified mail; and
5. When designated Forest land is removed from designation, only compensating tax will be collected in accordance with RCW 84.33.140(12), unless otherwise provided by law.

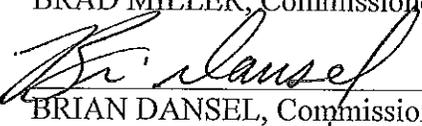
APPROVED this 4th day of August 2014.



FERRY COUNTY BOARD OF COMMISSIONERS


MIKE BLANKENSHIP, Chairman


BRAD MILLER, Commissioner


BRIAN DANSEL, Commissioner

ATTEST:


PAMELA STODDARD, Clerk of the Board

8/6

AGREEMENT FOR STATE ADMINISTRATION OF COUNTY ENHANCED 911 EXCISE TAXES

THIS AGREEMENT ("Agreement") is entered into by and between county name County and the State of Washington Department of Revenue ("Department") for the administration of county enhanced 911 excise taxes under chapter 82.14B RCW. This Agreement is effective January 1, 2014.

WHEREAS, the Legislature of the State of Washington has authorized the County under chapter 82.14B RCW to impose enhanced 911 excise taxes on switched access lines, radio access lines, and interconnected voice over internet protocol service lines; and

WHEREAS, the Legislature of the State of Washington has made changes to chapter 82.14B RCW in the laws for 2013, 2nd Special Session, and the County and Department wish to clarify the application of terms in this Agreement in light of that law.

WHEREAS, chapter 82.14B RCW requires counties imposing county enhanced 911 excise taxes to contract with the Department for the administration and collection of the taxes; and

WHEREAS, the County has by ordinance, a copy of which is attached hereto (the "Ordinance"), elected to impose:

1. An enhanced 911 excise tax on switched access lines of seventy cents (70 ¢) as provided under chapter 82.14B RCW.
2. An enhanced 911 excise tax on radio access lines used by subscribers of seventy cents (70 ¢) per month, and on such lines used by prepaid consumers of seventy cents (70 ¢) per retail transaction, as provided under chapter 82.14B RCW.
3. An enhanced 911 excise tax on interconnected voice over internet protocol service lines of seventy cents (70 ¢) per month as provided under chapter 82.14B RCW.

NOW, THEREFORE, to provide for the administration and collection of the county enhanced 911 excise taxes imposed by the Ordinance, the parties agree as follows:

1. The Department shall exclusively perform all functions incident to the administration and collection of the county enhanced 911 excise taxes imposed by the ordinance referenced above, other than criminal prosecutions. The parties intend any notification that the Department sends to taxpayers in the course of its administration of the taxes to also serve as notice from the counties.
2. The Department shall retain from the county enhanced 911 excise taxes so collected the amount of one percent (1%) thereof to cover administration and collection expenses incurred by the Department. Said percentage amount shall be subject to review during January of each year, PROVIDED, HOWEVER, that no change in the percentage retained shall be effective without an amendment to this Agreement.

EX-115

3. In accordance with chapter 82.14B RCW, the remainder of the county enhanced 911 excise taxes so collected shall be deposited by the Department in the county enhanced 911 excise tax account in the custody of the State Treasurer. The moneys that accrue in the county enhanced 911 excise tax account shall be distributed as provided by law.
4. Insofar as they are applicable to the administration, collection, and enforcement of enhanced 911 excise taxes, the Department shall apply the general administrative provisions contained in chapter 82.32 RCW to the performance of its duties under this Agreement. The Department shall perform its duties under this Agreement so that as far as possible the county enhanced 911 excise taxes are administered and collected uniformly with the state enhanced 911 excise taxes. Rules to be adopted by the Department to facilitate the administration and distribution of the state and county enhanced 911 excise taxes shall be adopted in accordance with chapter 34.05 RCW, the State Administrative Procedure Act.
5. The allocation of county enhanced 911 excise tax collections will be made by the Department to the State Treasurer within thirty (30) days after the due date of the taxable period for which county enhanced 911 excise taxes are imposed. Allocation of any unidentifiable county E911 tax collections (commonly called "pool funds") by the Department among the various local taxing jurisdictions will also be made within thirty days. Distribution of taxes to the County shall be made in accordance with chapter 82.14B RCW.
6. The County must notify the Department in writing of a change in the county enhanced 911 excise taxes no less than seventy-five (75) days before the effective date of the change.
7. Chapter 82.32 RCW provides a mechanism for taxpayers to seek refunds or credits for overpaid taxes. All refunds and credits for County enhanced 911 excise taxes shall be charged to the County.
8. The Department shall require redistribution upon ten (10) days notice to the affected county when it determines that any county enhanced 911 excise tax has been distributed to a county other than the county entitled to the tax. Such redistribution shall not be made with respect to amounts originally distributed earlier than six (6) monthly periods before the monthly period in which the Department determines that improper distribution occurred. If a dispute arises between or among the counties as to which county is entitled to particular funds collected under any county's enhanced E911 excise tax, the Department shall determine which county is entitled to the disputed funds. A dispute between a county and the Department regarding the Department's determination shall be resolved according to paragraph 11 of this Agreement.
9. The Department shall provide taxpayer information, documentation, and reports to the County in accordance with the disclosure limitations of RCW 82.32.330. Upon request by the County, the Department shall provide: the names of all taxpayers collecting the County's enhanced 911 excise taxes; the number of switched access lines, radio access lines or retail transactions as applicable, and interconnected voice over internet protocol service lines on which each taxpayer

collected the County's enhanced 911 excise taxes by collection period; and the amount of the County's enhanced 911 excise tax, by type of line or transaction as applicable, collected and remitted by each taxpayer by collection period. The Department shall not be obligated to provide this information more frequently than monthly. Insofar as practicable, the Department shall provide this information electronically. Authorized representatives of the County requesting and receiving confidential information must sign a Department Tax and License Confidentiality Affidavit and comply with RCW 82.32.330. Among other things, RCW 82.32.330 provides that unauthorized disclosure of confidential tax information is a misdemeanor. The County shall have the right from time to time to examine the records of the Department as they concern the County or the taxpayers of the County subject to the County enhanced 911 excise taxes, subject to the limitations of RCW 82.32.330.

10. The parties agree to establish and maintain open lines of communication and to work cooperatively in order to improve administration of the County enhanced 911 excise taxes. Either party may initiate a meeting, to be held at a mutually convenient time and place, to share information and to discuss matters related to administration and collection of County enhanced 911 excise taxes.
11. In the event that a dispute arises under this Agreement, either party may elect mediation in which the Department and County shall each individually appoint one member to a Dispute Board and those members shall select a third member.

In the event a dispute arises between or among counties as described in paragraph 8, a county that disagrees with the Department's resolution of the issue may elect mediation. In that case, each county claiming entitlement to the disputed funds and the Department shall individually appoint one member to a Dispute Board. If the number of members is odd, then no additional members need to be appointed. If the number of members is even, then the members of the Dispute Board shall together select one additional member.

The Dispute Board shall evaluate the dispute and make a written determination after considering the relevant facts and legal authorities. The Dispute Board's determination shall be given significant weight by both parties who will meet after the determination is issued to resolve the dispute. If a resolution is not reached, the determination of the Dispute Board shall be admissible in any future legal proceeding between the parties concerning the dispute. Each party shall be responsible for a proportionate share of the costs of the members of the Dispute Board. This remedy is not intended to be exclusive of other remedies existing in law, by statute, or otherwise.

12. This Agreement shall be governed by the laws of the State of Washington.
13. To the extent permitted by law, the County agrees to defend and hold harmless the Department or the State of Washington from claims that challenge the authority of the County to impose the county enhanced 911 excise taxes identified in the aforementioned Ordinance. The County

understands that in the event of a legal challenge to the Ordinance or otherwise, the Department shall not be obligated to represent the County or otherwise to defend the County's position in any proceeding relating to such challenge.

14. The parties to this Agreement will notify each other in a timely manner when they find it necessary to request an amendment to this Agreement. No changes in or additions to this Agreement shall be made except as agreed to by both parties, reduced to writing, and executed with the same formalities as are required for the execution of this Agreement.
15. The following persons (or their successors) shall administer this Agreement on behalf of the parties. Any notice required by this agreement shall be achieved by providing written notice to the persons listed below (or their successors). Any party appointing a new person to administer the Agreement shall also provide notice of the change to the other party along with the appropriate contact information for the new person (e.g. phone number and email address).

Andy Van Gerpen
Department of Revenue
P.O. Box 47476
Olympia, WA 98504-7476
360-902-7122

Raymond Maycumber
Ferry County County
290 East Tessie Ave
Republic, WA, 99166
509-775-5225 xt.2102

16. This agreement represents the entire agreement between the parties and no other statements or representations shall be deemed a part thereof. The recitals to this Agreement are incorporated by reference and are part of the Agreement. This Agreement may be executed in two original counterparts, and each counterpart shall constitute but one and the same instrument. Duplicate copies of the Agreement shall have the same force and effect as the original copies.
17. The provisions of this Agreement are intended to be severable. If any term or provision is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the remainder of the contract.
18. This Agreement supersedes the parties' prior agreement and takes effect at 12:01 AM, January 1, 2014, and shall thereafter be automatically renewed on December 31 of each year unless one of the parties gives written notice of termination on or before November 1 of each such year.

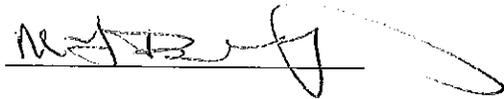
IN WITNESS WHEREOF, the State of Washington Department of Revenue and Ferry County have executed this Agreement as of the day and year written below.

Date

8/2/14

Date

Janetta Taylor
Senior Assistant Director
Department of Revenue



Ferry County Board of Commissioners
Chairman
Ferry County

Approved as to form: Template with signature on file

Josh Weissman
Assistant Attorney General
State of Washington

CONTRACT

THIS AGREEMENT, made and entered into this 17th day of August, 2014 between the BOARD OF COUNTY COMMISSIONERS OF FERRY COUNTY, STATE OF WASHINGTON, acting under and by virtue of Chapter 187 of the Laws of 1937, and subsequent amendments thereto, hereinafter called the Board, and CENTRAL WASHINGTON ASPHALT INC. of MOSES LAKE, WA, for ITSELF, ITS heirs, executors, administrators, successors and assigns, hereinafter called the Contractor.

WITNESSETH:

That in consideration of the terms and conditions contained herein and attached and made a part of this Agreement, the parties hereto covenant and agree as follows:

1. The Contractor shall do all work and furnish all tools, materials and equipment necessary to construct, improve and complete the WEST CURLEW LAKE IMPROVEMENTS, STPR - U101(003), CRP 13-03, in Ferry County, Washington, in accordance with the Contractor's PROPOSAL which shows a total amount of

THREE HUNDRED FIFTYSIX THOUSAND SIXTYTHREE and .50 /100 Dollars

(\$356,063.50), low bid, and in accordance with and as described in the attached Plans and Specifications, the current edition of the Standard Specifications for Road and Bridge Construction of the Washington State Department of Transportation, and the American Public Works Association, and adopted by the Board of County Commissioners of Ferry County of Republic, Washington and in full compliance with the terms, conditions and stipulations herein set forth and attached, which are by this reference incorporated herein and made part hereof as fully for all purposes as if here set forth at length, and shall perform any alterations in or additions to the work covered by this contract and every part thereof, and any force account work which may be ordered as provided in this contract and every part thereof.

The Contractor shall provide and bear the expense of all materials, equipment, work and labor, of any sort whatsoever that may be required for the transfer of materials and for constructing and completing the work provided for in these contract documents, except such as are mentioned in the specifications to be furnished by Ferry County.

2. Ferry County hereby promises and agrees with the Contractor to employ and does employ the Contractor to provide the materials and to do and cause to be done the above described work and to complete and finish the same according to the attached Plans and Specifications and the terms and conditions herein contained. Ferry County also agrees to pay for the same according to the attached Specifications and the schedule of unit or itemized prices hereto attached, from the County Road Fund as it becomes available, and in the manner and upon the conditions provided for in this contract. Ferry County further agrees to employ the Contractor to perform any alterations in or additions to the work provided for in this contract and any force account work that may be ordered and to pay for same under the terms of this contract and the attached Plans and Specifications.

3. The Contractor, for himself, and for his heirs, executors, administrators, successors, and assigns, does hereby agree to the full performance of all the covenants herein contained upon the part of the Contractor.

4. All services to be rendered or performed under this Agreement will be rendered or performed entirely at the Contractor's own risk and the Contractor expressly agrees to protect, indemnify and hold harmless Ferry County, and all of its officers, agents, employees or otherwise, from any and all liability, loss or damage they may suffer either directly or indirectly as a result of claims, demands, actions, damages or injuries of every kind or nature whatsoever by or to any and all persons or property, costs or judgments against them which result from, arise out of, or are in any way connected with the services to be performed by the Contractor under this Agreement.

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5. The Contractor agrees to defend against any claims brought or actions filed against Ferry County with respect to the subject of this Agreement, whether such claims or actions are rightfully or wrongfully brought or filed. In the case a claim should be brought or an action filed with respect to the subject of this Agreement, the Contractor agrees that Ferry County may employ attorneys of its own selection to appear and defend the claim or action on behalf of the County, at the expense of the Contractor. The County, at its option, shall have the sole authority for the direction of the defense, and shall be the sole judge of the acceptability of any compromise or settlement of any claims or actions against the Contractor.

IN WITNESS WHEREOF, the said Contractor has executed this instrument, and the said Board of County Commissioners of aforesaid County pursuant to resolution duly adopted, has caused this instrument to be executed by and in the name of said Board by its Chairman, duly attested by its Clerk, the day and year first above written, and the seal of said Board to be hereunto affixed on the date in this instrument first above written.

DATE CONTRACT EXECUTED BY CONTRACTOR

July 25, 2014 BY [Signature]
Pam Maier's President
BY [Signature]
Barbara Maier's Secretary

Foregoing contract approved and Ratified:

July 25, 2014 Liberty Mutual Insurance Company
Surety
BY [Signature]
Attorney-in-Fact Jim S. Kuich

This Signature does not imply that the surety is a part to the contract nor does it expand or enlarge any of the surety's obligations under any the bonds executed in connection with this contract.

The above agreement made and entered into this _____ day of _____, 2014.

BOARD OF COUNTY COMMISSIONERS OF FERRY COUNTY, WASHINGTON

ATTEST:

[Signature]
Pamela Stoddard
Clerk of the Board

BY [Signature]
CHAIRMAN

BY [Signature]
VICE CHAIRMAN

BY [Signature]
COMMISSIONER

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

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

Certificate No. 6561434

American Fire and Casualty Company
The Ohio Casualty Insurance Company

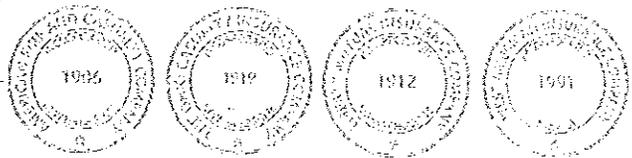
Liberty Mutual Insurance Company
West American Insurance Company

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS; That American Fire & Casualty Company and The Ohio Casualty Insurance Company are corporations duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Andy D. Prill; Brandon K. Bush; Chad M. Epple; Darlene Jakielski; Jim S. Kuich; Jim W. Doyle; Julie M. Glover; Michael A. Murphy; Nancy J. Osborne; S. M. Scott; Steve Wagner; Steven K. Bush; Theresa A. Lamb

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

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 2nd day of May, 2014.



American Fire and Casualty Company
The Ohio Casualty Insurance Company
Liberty Mutual Insurance Company
West American Insurance Company

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

STATE OF PENNSYLVANIA ss
COUNTY OF MONTGOMERY

On this 2nd day of May, 2014, before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of American Fire and Casualty Company, Liberty Mutual Insurance Company, The Ohio Casualty Insurance Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

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



COMMONWEALTH OF PENNSYLVANIA
Notary Seal
Teresa Pastella, Notary Public
Plymouth Twp., Montgomery County
PA, Commission Expires March 28, 2017
Member, Pennsylvania Association of Notaries

By: Teresa Pastella
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of American Fire and Casualty Company, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

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

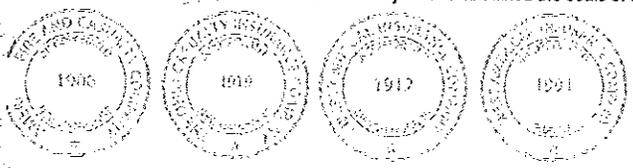
ARTICLE XIII - Execution of Contracts - SECTION 5. Surety Bonds and Undertakings. Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

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

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

I, Gregory W. Davenport, the undersigned, Assistant Secretary, of American Fire and Casualty Company, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

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



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

NOT VALID FOR MORTGAGE, NOTE, LOAN, LETTER OF CREDIT, CURRENCY RATE, INTEREST RATE OR RESIDUAL VALUE GUARANTEES.

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