



STATE OF WASHINGTON

PUBLIC DISCLOSURE COMMISSION

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TO: Commissioners
FROM: *Philip E. Stutzman*
Philip E. Stutzman, Director of Compliance
DATE: January 16, 2014
SUBJECT: William Neal, Stipulation in Case No. 13-002

William Neal is the General Manager for the North Beach Water District (NBWD). This matter involves an alleged violation by Mr. Neal of RCW 42.17A.555 by authorizing one of his subordinates, Tami Herman, a NBWD staff person when the alleged violation occurred, to use the NBWD facilities (computer and copier) to assist the 2012 campaign of William Herman, Ms. Herman's spouse, for Pacific County Commissioner.

Staff is providing you a Stipulation as to Facts, Violation and Penalty for your consideration that staff and the Respondent believe accurately describes the nature of the alleged violation, the relevant facts, and an appropriate penalty. We are also providing a document showing comparable cases. Also included with this memorandum is a copy of the Notice of Administrative Charges and the Report of Investigation with attached exhibits. Staff will be asking the Commission to accept the Stipulation.



STATE OF WASHINGTON
PUBLIC DISCLOSURE COMMISSION

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BEFORE THE PUBLIC DISCLOSURE COMMISSION
OF THE STATE OF WASHINGTON

In the Matter of Enforcement Action
Against:

William Neal, General Manager, North
Beach Water District

Respondent.

PDC Case No. 13-002

Notice of Administrative Charges

IT IS ALLEGED as follows:

I. Jurisdiction

1. The Public Disclosure Commission (PDC) has jurisdiction over this proceeding pursuant to Chapter 42.17A RCW, the state's campaign disclosure and contribution laws; Chapter 34.05 RCW, the Administrative Procedure Act; and Title 390 WAC. These charges incorporate the Report of Investigation and all related exhibits by reference.

II. Allegations

2. Staff alleges that Respondent, William Neal, General Manager of North Beach Water District (NBWD), violated RCW 42.17A.555 by authorizing one of his subordinates, Tami Herman, a NBWD staff person when the alleged violations occurred, to use the NBWD facilities (computer and copier) to assist the 2012 campaign of William Herman, Ms. Herman's spouse, for Pacific County Commissioner.

III. Facts

3. Tami Herman was employed by NBWD from January, 2011 until May 11, 2012. She worked as a billing clerk, acting Office Manager, and later as the Office Manager. Mr. Neal is and was during all times relevant to these charges, the General Manager for NBWD.

4. On May 11, 2012, Mr. Neal, in his capacity as NBWD's General Manager, terminated Ms. Herman from her position at NBWD based on her use of the NBWD facilities to assist her husband's 2012 campaign for Pacific County Commissioner.
5. Between May 14 and June 1, 2012, Ms. Herman contacted PDC staff by telephone on at least three occasions to discuss her concerns that she had been terminated for using NBWD facilities to assist her husband's campaign when she believed that she had sought and received permission from Mr. Neal to make copies of campaign material using NBWD facilities.

Mr. Neal's knowledge of, acquiescence in, and permission to use NBWD equipment to receive and print campaign materials

6. During her husband's campaign, Ms. Herman stated that while she was working overtime one night as the billing clerk, she asked Mr. Neal if she could email some of her spouse's campaign documents to her work email address, open the documents on her work computer after work hours, and then make copies of the campaign documents using the NBWD printer.
7. Ms. Herman also told Mr. Neal she would provide her own paper for the copier, using either campaign or personal paper. Ms. Herman said that Mr. Neal told her that she did not have to use her own paper, but she told him that she would provide the paper since it was for her spouse's campaign and it seemed appropriate to do so. Mr. Neal agreed with her when she offered to provide the paper for the copies from her husband's campaign.
8. Based on her own misuse of public facilities to assist a campaign, Ms. Herman was found in violation of RCW 42.17A.555 for using NBWD facilities to assist her spouse's campaign, and assessed a penalty in the amount of \$500 with \$350 suspended on the condition that she commit no further violations of RCW 42.17A for two years. PDC Case No. 13-003

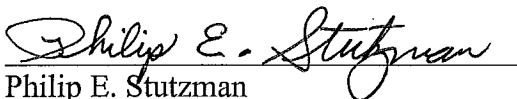
Mr. Neal's knowledge of, and acquiescence in, using computer screen background to assist campaign

9. During her Brief Enforcement Hearing, Ms. Herman testified that Mr. Neal was aware of, and acquiesced in, her further use of NBWD facilities to support her husband's campaign. She testified that she had placed a picture of one of her husband's campaign signs as the background screen on her NBWD computer and that it was clearly visible to other employees in the office. She further testified that Mr. Neal had been in her workstation on several occasions during the campaign prior to her termination and could not have helped but see the background screen. She stated that Mr. Neal never asked her to change or remove her husband's campaign sign from her office computer screen.

IV. LAW

RCW 42.17A.555 prohibits elected officials, their employees, and persons appointed to or employed by a public office or agency from using or authorizing the use of public facilities, directly or indirectly, for the purpose of assisting a candidate's campaign or for the promotion of, or opposition to, any ballot proposition. This prohibition does not apply to activities that are part of the normal and regular conduct of the office or agency.

RESPECTFULLY SUBMITTED this 9th day of July, 2013.


Philip E. Stutzman
Director of Compliance



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BEFORE THE PUBLIC DISCLOSURE COMMISSION
OF THE STATE OF WASHINGTON

IN RE COMPLIANCE)	PDC CASE NO: 13-002
WITH RCW 42.17A)	
)	Report of Investigation
William Neal)	
)	
Respondent.)	
_____)	

I.
Background

- 1.1 North Beach Water District (NBWD) is a special purpose district that operates a public water district in Pacific County around the unincorporated area of Ocean Park on the Long Beach Peninsula. NBWD is a public agency with elected Water Commissioners. It is audited by the Washington State Auditor's Office.
- 1.2 Tami Herman was employed by NBWD from January, 2011 until May 11, 2012. She worked as a billing clerk, acting Office Manager, and later as the Office Manager. Respondent, William Neal, is the General Manager for NBWD.
- 1.3 On December 16, 2011, Ms. Herman's spouse, William "Bill" Herman, Jr., filed a Candidate Registration (C-1 report) declaring his candidacy for Pacific County Commissioner for the 2012 election. The C-1 listed Ms. Herman as Mr. Herman's campaign treasurer. **(Exhibit 1)**
- 1.4 On May 11, 2012, Mr. Neal, as NBWD's General Manager, terminated Ms. Herman from her position at NBWD based on her use of the NBWD facilities to assist her husband's 2012 campaign for Pacific County Commissioner.
- 1.5 Between May 14 and June 1, 2012, Ms. Herman contacted PDC by telephone on at least three occasions to discuss her concerns that she had been terminated for using NBWD facilities to assist her husband's campaign when she believed that she had sought and received permission from Mr. Neal to make copies of campaign material using NBWD facilities. **(Exhibit 2)**

- 1.6 Shortly after her calls to PDC staff, Ms. Herman filed a complaint alleging that Mr. Neal had authorized her to use NBWD facilities to assist her husband's campaign in violation of state law.

II. **Allegations**

- 2.1 On June 17, 2012, the PDC received a complaint from Ms. Herman alleging that Mr. Neal had violated RCW 42.17A.555 in 2012 by authorizing her use of the facilities of NBWD to assist the 2012 campaign for Pacific County Commissioner of her spouse, Bill Herman, Jr. Specifically, Ms. Herman alleged that Mr. Neal gave her permission to use NBWD equipment to receive and print campaign-related material. **(Exhibit 3)**
- 2.2 Ms. Herman later further alleged that Mr. Neal had visited her workstation on several occasions and had seen a picture of one of her spouse's campaign signs that she displayed as the background screen on her office computer, and did not ask her to remove it.
- 2.3 In Ms. Herman's complaint, she acknowledged using NBWD facilities to assist her husband's campaign. Because of Ms. Herman's admission, PDC staff opened a separate investigative file for Ms. Herman (PDC Case No. 13-003) to determine whether she violated RCW 42.17A.555. This matter was resolved at the May 2013 brief enforcement hearings, resulting in a violation and penalty in the amount of \$500 with \$350 suspended on the condition that she commit no further violations of RCW 42.17A for two years.

III. **Findings**

- 3.1 On January 27, 2011, Ms. Herman was hired by the NBWD as a Utility Billing Clerk. She stated that when she was hired, she and Office Manager Tia Cristfulli ran the office. She stated NBWD has roughly 2,500 customer accounts to maintain. Ms. Herman stated she typically worked 30 to 100 hours of overtime each month to complete her assigned duties. She said Mr. Neal authorized the overtime.
- 3.2 On February 14, 2011, Mr. Neal was hired as the General Manager for NBWD. Prior to serving as the NBWD General Manager, he was the part-time water systems operator for Surfside Homeowners Association (SHA). He stated that his work background included experience gained from his work at Arcadia Drilling, Inc., a family-owned on-going business that has owned and operated public water systems, drilled wells for water, and installed pump and water filtration systems. He said he is not currently involved with the business because its operation is being transferred to the family's next generation.
- 3.3 On October 1, 2012, Mr. Neal submitted a three-page letter responding to Ms. Herman's complaint in which he denied the allegations, including several attachments. **(Exhibit 4)**

Allegation re: Mr. Neal's knowledge of, acquiescence in, and permission to use NBWD equipment to receive and print campaign materials

- 3.4 In an interview with PDC staff conducted on March 13, 2013, Ms. Herman explained the circumstances under which she believed she was given permission to use NBWD facilities for campaign purposes.
- 3.5 Ms. Herman stated that Mr. Neal frequently worked on activities unrelated to NBWD business while in the NBWD office, using NBWD facilities. She said the work involved: (1) Arcadia Drilling, Inc., a family drilling business; (2) Surfside Homeowner's Association, where he previously served as Systems Manager prior to being hired by NBWD; and (3) his church.
- 3.6 Ms. Herman stated that one night when she was working overtime, Mr. Neal was using the office copier to print some brochures that she said were related to the Surfside Homeowner's Association. She said the copies had been made, but did not properly collate, staple, or finish. Ms. Herman offered to make the necessary corrections for Mr. Neal so the brochures would not need to be reprinted.
- 3.7 She said while correcting the print job she thought about the fact that she was working late for the NBWD and still needed to finish work for her husband's campaign, including making copies. She said that as she dropped off the corrected brochures with Mr. Neal, she explained to him that after working long hours for NBWD, she still had to make copies from home for her spouse's campaign. She said it was during that conversation that she proposed emailing the campaign documents to her work email address so she could open the documents on her work computer after work hours and make copies for the campaign using the NBWD printer.
- 3.8 Ms. Herman said she told Mr. Neal she would provide the paper for the copier from either the campaign or her home. She stated that Mr. Neal told her she did not have to use her own paper, but she countered by informing him she was going to provide the paper since it was for her spouse's campaign and it seemed appropriate to do so.
- 3.9 Ms. Herman said Mr. Neal agreed with her when she offered to provide the paper for the copies from her husband's campaign.
- 3.10 On April 10, 2013, staff interviewed Mr. Neal. He stated he had no recollection of the events Ms. Herman described in her complaint concerning his alleged authorization of her campaign activities using NBWD facilities. In his initial response to the complaint, Mr. Neal denied giving Ms. Herman permission to use NBWD facilities to work on her spouse's campaign for Pacific County Commissioner. Mr. Neal denied giving Ms. Herman permission to use NBWD computers, or other resources, to e-mail, print, or conduct other activities in support of her spouse's campaign. He stated that he has never given any NBWD employee permission to use water district resources to conduct campaign-related activities.
- 3.11 Mr. Neal explained that his work on SHA-related activities with NBWD facilities was done as part of a contractual agreement between the two entities. **(Exhibit 5)** He stated

SHA is a private water system operating contiguously or adjacent to the NBWD. He said SHA wanted to retain his services at a time NBWD wanted to hire him as its General Manager. He said the two entities entered into a contractual arrangement and signed a Management Agreement, allowing him to continue serving as the water system operator for SHA while simultaneously serving as General Manager of NBWD.

- 3.12 Mr. Neal said he conducts most of the planning and management work for SHA out of his NBWD office in accordance with the Management Agreement, and that his primary duties for both entities include: (1) managing the NBWD and SHA water systems, and the employees of both entities; (2) acting as principal decision-maker for both entities; (3) writing work orders; (4) project planning and oversight; and (5) working on financial statements.
- 3.13 In his response to the complaint, Mr. Neal stated that a NBWD employee, Kristin Galovin, discovered the campaign documents that are the subject of Ms. Herman's complaint after Ms. Galovin was promoted from the front desk to the billing clerk position, and assigned to use the computer and workspace that had previously been used by Ms. Herman. Mr. Neal stated that when Ms. Galovin discovered the volume of campaign documents on Ms. Herman's computer, she informed him of what she had found.
- 3.14 Mr. Neal could not remember exactly when Ms. Galovin informed him of the campaign-related documents. He referred to the May 1, 2012 date included in his October 1, 2012 response to the complaint as the most likely date Ms. Galovin informed him of her discovery.
- 3.15 PDC staff contacted Ms. Galovin, and she confirmed that she found many documents related to the William Herman campaign on the computer she was using as a billing clerk. She said Mr. Neal came into her workstation in late April of 2012 and saw a William Herman campaign bumper sticker on the front of her computer, and asked if she placed the sticker on her computer. Ms. Galovin said she told Mr. Neal she did not place the campaign bumper sticker on the computer, and she told him there were many documents related to William Herman's campaign on the computer she was using. She said Mr. Neal asked her to show him the documents, which she did.
- 3.16 Ms. Galovin confirmed that she also volunteered on Mr. Herman's campaign, but said her involvement was limited to showing up for Saturday morning campaign meetings and taking notes for the committee. She said she was only involved with the campaign until May of 2012, and never wore a campaign button in the office. Ms. Galovin said she placed a magnetic William Herman campaign sign on her vehicle, but removed it at Mr. Neal's request.
- 3.17 Mr. Neal said he asked Ms. Galovin not to tell anyone about the documents found on Ms. Herman's computer, and not to delete any of the documents. Mr. Neal said he then contacted NBWD legal counsel, and later informed NBWD Commissioners of his findings at a special board meeting. He said that after several discussions, the board decided to terminate Ms. Herman's employment with NBWD.

- 3.18 Mr. Neal stated that he also contacted Corrine Schmid, an employee with the Washington State Auditor's Office assigned to audit NBWD. Mr. Neal said Ms. Schmid thanked him for the information, but did not contact him again about the matter. He said the district's legal counsel could not find a requirement to notify the PDC, which is why the Board decided not to inform the PDC of its findings.
- 3.19 Mr. Neal stated that he never witnessed Ms. Herman using the NBWD office printer or her computer for campaign purposes, including working on campaign-related spreadsheets or other documents, or conducting campaign treasurer activities such as working on PDC reports or soliciting or receiving campaign contributions. He stated that his awareness of Ms. Herman's activities was based on the materials found on Ms. Herman's computer by Ms. Galovin.
- 3.20 During the brief enforcement hearing on PDC Case No. 13-003 (concerning Ms. Herman's violations), Ms. Herman testified that she believed Mr. Neal was aware of, and acquiesced in, her use of NBWD facilities to support her husband's campaign. She testified that the picture of one of her spouse's campaign signs that she displayed as the background screen on her office computer was readily visible to other employees in the office, including Mr. Neal, who visited her workstation on several occasions.
- 3.21 Mr. Neal stated he was not aware that Ms. Herman was displaying a picture of one of her spouse's campaign signs as the background on her office computer monitor, due to the configuration of the NBWD office. He stated he works in a part of the building that is separated from the front office area, and he could not see her computer screen unless he walked into her workstation.
- 3.22 Mr. Neal stated he noticed Ms. Herman wearing her spouse's campaign button in the NBWD offices, and displaying her spouse's campaign sign in her private vehicle parked in the NBWD parking lot. He said he reviewed PDC Interpretation #04-02, "*Guidelines for Local Government Agencies in Election Campaigns*" which states it is an individual's personal expression to wear a campaign button or display a campaign sign in their personal vehicle. He stated that "...it looked kind of like a gray area" to him, and since the district did not have a policy addressing those issues, he did not want to make a big deal out of it. He stated it was his understanding that without a policy in place, the district should just let it go.
- 3.23 Mr. Neal stated that at the April 16, 2012 regular meeting of the NBWD Commissioners, Commissioner R.D. Williams provided a copy of PDC Interpretation #04-02 to Mr. Neal and to the other two NBWD Commissioners. Mr. Neal went on to state the following:
- "... that Commissioner Williams presented the document because he had noticed campaign signs on personal vehicles parked near the District's business office and campaign buttons being worn by some District employees..."***
- 3.24 Mr. Neal stated that during the executive session of the April 16, 2012 meeting, no discussion took place concerning Ms. Herman or possible campaign law violations. He reiterated that he did not become aware of the possible campaign law violations until May 1, 2012, when it was brought to his attention by Ms. Galovin. He stated that one NBWD

Commissioner expressed a concern to him about Ms. Herman wearing a campaign button and displaying a campaign sign in her vehicle that was parked on NBWD property. He went on to state that after another of the Commissioners reviewed Interpretation 04-02, he concurred with Mr. Neal's decision to let the matter go since the district had no formal policy in place about wearing campaign buttons in the office. He stated he did not receive complaints from any NBWD employees or customers.

- 3.25 Mr. Neal stated that it was shortly after learning of the campaign material on Ms. Herman's computer on May 1 that he contacted the NBWD legal counsel for advice on what course of action he should or could take. He stated that once he discussed the issue with legal counsel, he informed the NBWD Board of Commissioners at a special meeting. He stated that on May 11, 2012, he met with Ms. Herman in the morning and showed her the campaign documents discovered on her water district computer, and asked if the documents were hers. He said Ms. Herman confirmed the documents were hers. Mr. Neal went on to state the following:

"...She told me she did not create the documents on the district's computer, but that she had e-mailed them to herself so that she would have access to them at the district's offices during the day. I informed her that just the fact that the documents were on her computer constituted a violation of law and district policy...I then told her she was being discharged effective immediately..."

- 3.26 Mr. Neal said he copied the files on Ms. Herman's computer to a flash drive, and attached the documents, along with his three-page response letter, to the PDC on October 1, 2012.

IV. **Scope**

PDC staff reviewed the following documents and information:

- 4.1 Complaint filed by Ms. Herman;
- 4.2 May 14, 2012, PDC staff telephone record of Tony Perkins and the conversation he had with Ms. Herman;
- 4.3 October 1, 2012, three-page cover letter submitted by Mr. Neal in response to the complaint filed by Ms. Herman, and several attached documents that he copied from Ms. Herman's NBWD computer and labeled as "Exhibit C;
- 4.4 March 13, 2013, telephone interview conducted under oath with Ms. Herman;
- 4.5 April 10, 2013, telephone interview conducted under oath with Mr. Neal; and
- 4.6 Information contained on the North Beach Water District website, including Water District meeting minutes.

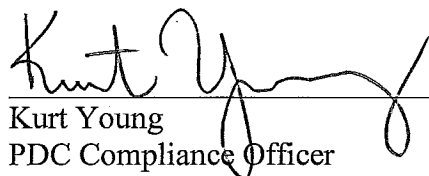
V.
Laws and Rules

5.1 **RCW 42.17A.555** states, in part:

“No elective official nor any employee of his or her office nor any person appointed to or employed by any public office or agency may use or authorize the use of any of the facilities of a public office or agency, directly or indirectly, for the purpose of assisting a campaign for election of any person to any office or for the promotion of or opposition to any ballot proposition. Facilities of a public office or agency include, but are not limited to, use of stationery, postage, machines, and equipment, use of employees of the office or agency during working hours, vehicles, office space, publications of the office or agency, and clientele lists of persons served by the office or agency...”

5.2 **WAC 390-05-273** defines the “normal and regular conduct” of a public office or agency as *“conduct which is (1) lawful, i.e., specifically authorized, either expressly or by necessary implication, in an appropriate enactment, and (2) usual, i.e., not effected or authorized in or by some extraordinary means or manner.”*

Respectfully submitted this 9th day of July, 2013.


Kurt Young
PDC Compliance Officer

List of Exhibits

- Exhibit 1** Candidate Registration filed by William "Bill" Herman, Jr. on December 16, 2011, declaring his candidacy for Pacific County Commissioner in 2012.
- Exhibit 2** May 14, 2012, PDC staff telephone record of Tony Perkins.
- Exhibit 3** June 17, 2012, complaint filed by Tami Herman, Office Manager of the North Beach Water District, against William Neal.
- Exhibit 4** October 1, 2012, three-page response letter along with several attached documents from William Neal concerning the complaint filed by Ms. Herman, including the following:
- A copy of PDC Interpretation #04-02: *Guidelines for Local Government Agencies in Election Campaigns*;
 - A copy of an unsigned dismissal letter on NBWD letterhead from Mr. Neal dated May 13, 2012, addressed to Ms. Herman, with courtesy copies sent to Suzanne Michael, NBWD legal counsel, and Corrine Schmid of the Washington State Auditor's Office;
 - A May 11, 2012 letter addressed to Mr. Neal from the Bank of the Pacific, confirming that Ms. Herman was no longer an authorized signer on the NBWD bank account; and
 - Several documents Mr. Neal reported as having been copied from Ms. Herman's NBWD computer concerning her spouse's campaign, labeled Exhibit C.
- Exhibit 5** Signed Management Agreement between NBWD and SHA.

PUBLIC DISCLOSURE COMMISSION <small>711 CAPITOL WAY RM 206 PO BOX 40908 OLYMPIA WA 98504-0908 (360) 753-1111 Toll Free 1-877-601-2828</small>		<h1 style="margin: 0;">Candidate Registration</h1>		<h1 style="margin: 0;">C1</h1> <small>(1/2008)</small>	100441926 12-16-2011
Candidate's Name (Give candidate's full name.)				Telephone Number	
WILLIAM "BILL" HERMAN JR				360-642-0595	
Candidate's Committee Name (Do not abbreviate.)				Fax Number	
THE COMMITTEE TO ELECT WILLIAM "BILL" HERMAN, PACIFIC COUNTY					
Mailing Address				Candidate's E-Mail Address	
PO BOX 1031				BILL@VOTE4BILLHERMAN.COM	
City		County	Zip + 4	Campaign E-Mail Address	
OCEAN PARK		PACIFIC	98640	trc@vote4billherman.com	
1. What office are you running for?		Legislative District, County or City		Position No. Do you now hold this office?	
COUNTY COMMISSIONER		PACIFIC CO		1 Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	
2. Political party (if partisan office)			3. Date of general or special election		
DEMOCRAT			11-06-2012		
4. How much do you plan to spend during your entire election campaign, including the primary and general elections? Based on that estimate, choose one of the reporting options below. If no box is checked you are obligated to use Option II, Full Reporting. See instruction manuals for information about reports required and changing reporting options.					
<input type="checkbox"/> Option I MINI REPORTING: In addition to my filing fee of \$_____, I will raise and spend no more than \$5,000, including any charges for inclusion in state and local voters pamphlets. I will not accept more than \$500 in the aggregate from any contributor except myself.					
<input checked="" type="checkbox"/> Option II FULL REPORTING: I will use the Full Reporting system. I will file the frequent, detailed campaign reports required by law.					
5. Treasurer's Name and Address. Does treasurer perform <u>only</u> ministerial functions? Yes ___ No <u>X</u> . See WAC 390-05-243 and next page for details. List deputy treasurers on attached sheet.				Daytime Telephone Number	
TAMMIE HERMAN PO BOX 1598, LONG BEACH WA 98631				360-665-4144	
6. Persons who perform only ministerial functions on your behalf <u>and</u> on behalf of other candidates or political committees. List name, title and address of these persons. See WAC 390-05-243 and next page for details. <input type="checkbox"/> Continued on attached sheet.					
7. Committee Officers and other persons who authorize expenditures or make decisions on your behalf. List name, title and address. See next page for definition of "officer." <input type="checkbox"/> Continued on attached sheet.					
ROY SAMPSEL, CAMPAIGN MANAGER, PO BOX 1159, OCEAN PARK WA 98640					
8. Campaign Bank or Depository		Branch		City	
GREAT NORTHWEST FEDERAL CREDIT UNION		OCEAN PARK		OCEAN PARK	
9. Related or Affiliated Political Committees. List name, address and relationship. <input type="checkbox"/> Continued on attached sheet.					
10. Campaign books must be open to the public by appointment between 8 a.m. and 8 p.m. during the eight days before the election, except Saturdays, Sundays, and legal holidays. In the space below, provide contact information for scheduling an appointment and the address where the inspection will take place. It is not acceptable to provide a post office box or an out-of-area address.					
Street Address, Room Number, City where campaign books will be available for inspection 5704 SANDRIDGE RD, LONG BEACH In order to make an appointment, contact the campaign at (telephone, fax, e-mail): 360-244-0296 TRC@VOTE4BILLHERMAN.COM					
11. CERTIFICATION: I certify that this report is true, complete and correct to the best of my knowledge.					
Candidate's Signature				Date	
WILLIAM "BILL" HERMAN JR				12-16-2011	

PDC Staff Telephone Record

Tony Perkins

Date: 5/14/2012 3:51PM Duration: 0.05
Subject: .555 self-disclosure: North Beach Water District
From: Tami Herman, formerly of N. Beach WD
To: TPERKINS Returned: N Status:
Contact: 360-642-0595 (H)

Her husband is Bill Herman, running for Pacific Co Commn. She has been working a great deal of overtime and thought it was acceptable to print personal documents at the office. She normally emailed a number of campaign docs to her work address from her home address.

There were five or six instances of using the office printer:
25 copies of an entry form for golf tournament
Car signs (appx 50)
25 copies of a 2-up card
(2 -3 other instances maximum, appx 150 pieces total.)

General manager William Neal was using WD printing equipment to make books or pamphlets for local homeowners' assn (not related to WD work). Tami helped him with the equipment, and in doing so it occurred to her to ask if she could do the same for her husband's campaign. Neal authorized her to use the office printer.

No printing occurred during work hours, only after hours or on a break. Her own paper was used in every instance.

She also emailed campaign-related Web links to her work address, and followed those links during business hours, but only during a lunch or other break.

On her computer desktop (not in the public area), she displayed her husband's campaign logo.

Q: Who authorized Tami to use agency facilities to assist her husband's campaign?

A: William Neal GM - authorized printing
Tia Crisifulli (past Office Manager) - authorized computer use

Today, following a staff meeting to discuss the use of facilities to assist her husband's campaign, Tami was terminated by GM William Neal. She believes that her termination was caused by antagonism against her from a water commissioner, R.D. Williams, and that the campaign activity she conducted from the office was a pretext.

Four days ago Williams asked for Tami's SSN and DOB so that he could add her name to a credit card that she said "he shouldn't have." WD rules allow two agency officials to have credit cards: GM and office manager. Board members are not authorized to have a separate credit card. R.D. Williams opened up a 25 K credit card. Other commissioners ordered the account closed. Williams did so, but then opened another card with a lower limit. It was this card that he wanted to add Tami's name to, and she refused.

WD employees Brian Leroux and Jason Crisifulli both stated to Tami this morning that what she had done "couldn't be that bad," because water commissioner R.D. Williams ran his 2008 campaign out of the WD office, including agency equipment and staff. However, Williams was a non-incumbent in that race. Tami was not employed by the WD at that time, so she couldn't explain how a non-incumbent managed to run his campaign out of the WD office.

PDC Staff Telephone Record

Tony Perkins

Date: 5/14/2012 3:51PM Duration: 0.05

Subject: .555 self-disclosure: North Beach Water District

From: Tami Herman, formerly of N. Beach WD
To: TPERKINS

Returned: N Status:

Contact: 360-642-0595 (H)

Another WD employee, Jenny Sheldon, informed Tami that there was another employee meeting today following her termination re: campaigning with agency facilities.

I thanked Tami for the information and said that we would let her know if there was anything more we needed from her.

RECEIVED

JUN 17 2012

Office Use Only: No. _____

Public Disclosure Commission



WASHINGTON STATE PUBLIC DISCLOSURE COMMISSION
COMPLAINT FORM

(See instructions on the last page.)

Description of Complaint

1. RESPONDENT:

Identify who you are filing a complaint against and provide all contact information you have for them. Give names and titles, if any, for individuals, and the full name of any organization. Please note that the PDC does not enforce federal campaign finance laws or local ordinances.

Example #1: Joe Public, Mayor of My Town,

123 Main Street, Your Town, State, Phone: 555-123-4567, Email: unknown

Example #2: The Political Action Group (instead of P.A.G.), 123 Main Street, Your Town, State,
Phone: 555-123-4567, Email: pag@pag.org

NORTH BEACH WATER DISTRICT; General Mgr William Neal III,
Commissioner RD. Williams, Commissioner Gwen
Brake, Commissioner Brian Sheldon
PO Box 148, Ocean Park, WA 98640 (360) 665.4144
(* see reverse page 3)

2. ALLEGED VIOLATIONS:

Explain how and when you believe the people/entities you are filing a complaint against violated RCW 42.17/RCW 42.17A or Title 390 WAC. Be as detailed as possible about dates, times, places and acts. If you can, cite which specific laws or rules you believe were violated. Attach additional pages if needed. (Note that the RCW 42.17 citation applies to conduct before 2012 and the RCW 42.17A citation applies to conduct on or after January 1, 2012.)

RCW 42.17A. In late 2011 / early 2012 Gen Mgr William Neal gave me permission
to receive by email campaign info. & templates that I could
later print for a campaign. In April at the Regular Meeting
(4/16/12) Commissioner Williams gave the other Commissioners
and GM Neal printed materials regarding the RCWs in executive
session. Therefore all the Board & GM realized a law was
being broken, yet it was not disclosed to any staff or public.
On May 10 a special meeting was held to consider charges
against me. GM Neal disclosed to the Board that I had
the materials on the office computer - (yet he did not tell →

Cont'd

them that he had given me permission)

The next day I was terminated. Mr Neal only quoted the RCW and said charges were filed against me.

I called the PDC to explain & find out what damage would be done to the campaign I represent. I spoke with Tony Perkins. Tony told me that no complaints/charges were filed.

- 1) So; against RCW 17.A GM Neal gave me permission to have and print campaign materials.
- 2) The Board of Commissioners became aware of this law in April 2011 and did nothing - including discuss with me or other staff.
- 3) GM Neal was not honest about "charges" filed and never alerted the proper authorities (PDC) of the violation.

RECEIVED

JUN 17 2012

Public Disclosure Commission

JUN 17 2012

Evidence and Witnesses

Public Disclosure Commission

3. EVIDENCE:

List the documents or other evidence you have that support your complaint, if any, and attach copies to this form. If you do not have copies, provide any information you have about where you believe the documents or evidence can be found and how to obtain it. Attach additional pages if needed.

Example: Emails between Joe public and Candidate X, attached OR

Joe Public has emails from Candidate X which describe an illegal campaign donation, and Joe Public's phone number is 555-123-4567.

The documents I printed & accessed are on the office computers. I no longer have access but I was also told that on Saturday May 12, 2012 GM Neal destroyed the evidence by having the computer scrubbed.

I Attached copies of the agendas of the meetings showing dates of Commissioner & GM knowledge.

4. WITNESSES:

List the names and contact information, if known, of any witnesses or other persons who have knowledge of facts that support your complaint. Attach additional pages if needed.

Example: Jane Public was present when Candidate X spoke to me about the illegal contribution. Jane Public's address is 123 Main Street, Your Town, USA 12345, and her phone number is 555-123-4567.

Commissioner R.D. Williams: (360) 665.5371

Commissioner Gwen Brake: (360) 665.2784

Commissioner BONAN Sheldon: (360) 244.9696

William Neal III: (360) 665.4144

Jenny Sheldon: (360) 244.1062

(employee)

Kristin Grovin: (360) 751.4880

(employee)

William Herman, Jr: (360) 642.0595 - was told by Sheldon Williams was after his campaign on the night of April 16, 2012

George D'Haene - computer tech- T6H Technologies (360) 665.3069

JUN 17 2012

Public Disclosure Commission

Cont Pg 1 item 1

Contact Info: General Manager Neal
hm: PO Box 38
Nahcotta, WA 98637
(360) 665-3290 hm
(360) 490-6708 cell

Commissioner RD Williams
2101 BAY AVE
OCEAN PARK, WA 98640
(360) 665-5371

Commissioner Brake
1605 229th Pl
Ocean Park, WA 98640
(360) 665-2784

Commissioner Brian Sheldon
PO Box 1039
Ocean Park, WA 98640
(360) 244-9696

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JUN 17 2012

Certification

Public Disclosure Commission

In signing this complaint:

- I have provided all information, documents and other evidence of which I am aware;
- If I become aware of additional information, documents or evidence related to my complaint, I will promptly provide it to the PDC; and,
- I am providing the PDC current information on how to contact me, and will promptly update that information if it changes.

Your name (print or type) Tami Herman

Street address PO Box 1598

City, state and zip code Long Beach WA 98631

Telephone number (including area code) (360) 642-0595

E-mail address (optional) tami0202@aol.com

Oath

Required for complaints against elected officials or candidates for elective office:

I certify (or declare) under penalty of perjury under the laws of the State of Washington that this complaint is complete, true and correct to the best of my knowledge and belief.*

Your signature [Signature]

Date signed June 5, 2012

Place signed (city and county)

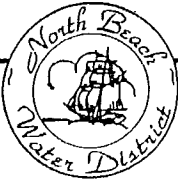
Long Beach, WA Pacific
City County

Attachments

☒ Check here if you are attaching copies of documentary evidence or extra pages explaining your complaint.

*RCW 9A.72.040 says that "(1) A person is guilty of false swearing if he makes a false statement which he knows to be false, under an oath required or authorized by law. (2) False swearing is a misdemeanor."

RECEIVED



North Beach Water District

OCT 01 2012

Public Disclosure Commission

Washington State Public Disclosure
Commission

September 26, 2012

Philip E. Stutzman,
Director of Compliance
711 Capital Way Room 206
PO Box 40908
Olympia Washington 98504-0908
Phone: 360.753.1111

William Neal,
General Manager
North Beach Water District
PO Box 38 Nahcotta, WA 98637
Phone: 360.665.3290

Mr. Philip E. Stutzman,

I am writing this letter in response to your letter dated September 12, 2012 regarding PDC Case No. 13-002. In your letter, you requested a response by September 28, 2012 to the allegations found in Tami Herman's complaint, dated June 17, 2012. This letter and its attachments constitute that response.

Allegation 1:

Ms. Herman alleges that I gave her permission to receive, print, and use political campaign documents and templates via e-mail to the North Beach Water District office.

Response 1:

This allegation is untrue. I categorically deny ever giving Ms. Herman permission to use North Beach Water District's computers, time, or other resources to e-mail, print, and/or use documents related to her husband's political campaign. I have never given such permission to Ms. Herman or any other employee of North Beach Water District.

Allegation 2:

Ms. Herman alleges that the general manager and commissioners knew that certain election laws were being broken due to the fact that Commissioner Williams had provided "printed materials regarding the RCW in executive session."

Response 2:

PDC Exhibit # 4
Page 1 of 23

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OCT 01 2012

Public Disclosure Commission

This allegation is untrue. At the April 16, 2012 regular meeting of the Board of Commissioners of North Beach Water District, Commissioner Williams provided a copy of PDC Interpretation 04-02 to Commissioner Brake, Commissioner Sheldon, and me. A copy of the PDC Interpretation is attached to this letter as Exhibit "A." Commissioner Williams presented the document during the "Board Member Comments" portion of the meeting. Board Member Comments are made in open session. My understanding is that Commissioner Williams presented the document because he had noticed campaign signs on personal vehicles parked near the District's business office and campaign buttons being worn by some District employees. I gave the document a cursory review and filed it with the other materials from the board meeting. I had no knowledge of, nor reason to suspect that any law was being violated at that time. There was no discussion of Ms. Herman or possible campaign law violations during the executive session or during the open session.

Allegation 3:

Ms. Herman alleges that I told her charges would be filed against her.

Response 3:

This allegation is also untrue. On Tuesday, May 1, 2012, an employee who has access to Ms. Herman's computer confidentially reported to me that they had discovered documents on Ms. Herman's District computer that were related to Ms. Herman's husband's political campaign. The employee also told me that they had knowledge of Ms. Herman working on her husband's political campaign at work. I accessed the District's computer and found voluminous materials related to Ms. Herman's husband's campaign for Pacific County Commissioner, including campaign slogans, letterhead, "model releases" related to his campaign, planning maps, organizational charts, business listings, mailing addresses, and other items related to his campaign for political office. I copied the files in question to a USB flash drive. Copies of the documents in question that were found on Ms. Herman's computer are attached to this letter as Exhibit "C."

Ms. Herman's employment with North Beach Water District ended Friday, May 11, 2012. On that day, I meet with Ms. Herman at about 10:00 a.m. and showed her the political campaign documents discovered on her District computer and asked if the documents were hers. She replied, "Yes." She told me she did not create the documents on the District's computer, but that she had e-mailed them to herself so that she would have access to them at the District's offices during the day. I informed her that just the fact that the documents were on her computer constituted a violation of the law and of District policy. I informed

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OCT 01 2012

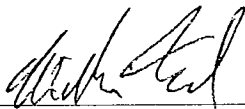
Public Disclosure Commission

Ms. Herman the incident would be reported to the Washington State Auditor, as required by law. I then told her she was being discharged effective immediately. I asked her to gather her personal things and leave the building.¹ On May 14, 2012, the District mailed Ms. Herman a termination letter. A copy of the termination letter is attached to this letter as Exhibit "B."

The District reported the above issues regarding Ms. Herman's actions to the Washington State Auditor. After careful consideration, in light of the information available at that time, it was determined that Ms. Herman's activity, although inappropriate, did not necessitate reporting to the PDC at that time.

I am pleased to cooperate fully with your investigation of this matter. If you need additional information that is not contained in this letter or its attachments, please contact me.

Sincerely,



William Neal

General Manager

North Beach Water District

9/26/2012

¹ While Ms. Herman was gathering her personal items, I took a call from a vendor. The call lasted less than three minutes. When I finished the call and returned to the front office, Ms. Herman was operating the office manager computer, even though her employment had been terminated. I asked Ms Herman not to operate the computer. She said she was just writing down file names. She gathered up the rest of her personal effects and left the building. I then accessed the same computer and noted that the recycle bin was empty. I immediately took steps to clone both the billing clerk and office manager computers used by Ms. Herman so that that any remaining information on them would be preserved. The clones are available for your inspection upon request.

Exhibit B



North Beach Water District

25902 Vernon Avenue, Suite C
P.O. Box 618, Ocean Park, WA 98640-0618
Tel: 360.665.4144 Fax: 360.665.4641
Email: northbeachwater@centurytel.net

Sunday, May 13, 2012

Tammie L. Herman
Po Box 1598
Long Beach, WA 98631

Re: Letter of Dismissal

Dear Ms. Herman,

This will confirm that we found voluminous material on the computer you used related to your husband's campaign for County Commissioner. Some of the material on the computer included campaign slogans, letterhead, "model releases" related to his campaign, planning maps, organizational charts, business listings, mailing addresses, and other items related to his campaign. It is a violation of law, specifically RCW 42.17A.555 for any public employee to use public property such as a computer to aid and assist in a campaign. That statute provides:

No . . . person employed by any public office or agency may use or authorize the use of any of the facilities of a public office or agency, directly or indirectly, for the purpose of assisting a campaign for election of any person to any office Facilities of a public office or agency include, but are not limited to, use of stationery, postage, machines, and equipment, use of employees of the office or agency during working hours, vehicles, office space, publications of the office or agency, and clientele lists of persons served by the office or agency. . .

A person who violates RCW 42.17A.555 is subject to a civil penalty of not more than \$10,000 per violation. We are required under RCW 43.09.108 to report to the state auditor our findings, and we intend to do so.

Because of the seriousness of this, and the fact that a law designed to protect the public that we serve was violated, I have decided to terminate your employment effective immediately. Your final paycheck will be sent to you during the course of the next normal payroll period, and any documentation necessary for the conclusion of your employment or the continuation of any benefits, if applicable, will also be sent to you at the address the District has on file for you.

If you have any items in your possession that belong to the District such as keys, credit cards, files (electronic or paper), or any other items please call me at (360) 244-0068 to make arrangements to return them without delay.

Sincerely,

William Neal
General Manager

CC Suzanne Michael, District's Counsel
Corrine Schmid, Washington State Auditor Office
File

Encl. Memo from Bank of the Pacific



May 11, 2012

Bill Neal, General Manager
North Beach Water District
PO Box 618
Ocean Park, WA 98640-0618

RE: North Beach Water District Petty Cash Account Ending In 3657

Dear Bill,

This letter is to confirm the change in signers on the above-referenced account, specifically as it relates to Tammie L. Herman.

As of this date, Tammie L. Herman is no longer a signer on the account.

Sincerely,

Susan C. Madsen
Vice President and Manager
Ocean Park Branch
1802 Bay Avenue
PO Drawer B
Ocean Park, WA 98640

PDC Exhibit # 4
Page 6 of 28

Exhibit "C"



The Committee to Elect William "Bill" Herman

Pacific County Commissioner

PO Box 1031

Ocean Park, WA 98640-1031

(360) 642-0595

PCC Exhibit # 4
Page 8 of 28



BILL HERMAN

PACIFIC COUNTY COMMISSIONER

www.vote4billherman.com



DISTRICT 1 DEMOCRAT



**VOTE for
BILL**

HERMAN

PACIFIC COUNTY COMMISSIONER

District 1 - DEMOCRAT

www.vote4billherman.com



VOTE for
BILL HERMAN

Pacific County Commissioner

District #1

www.vote4billherman.com



Democrat



Catch a wave of change

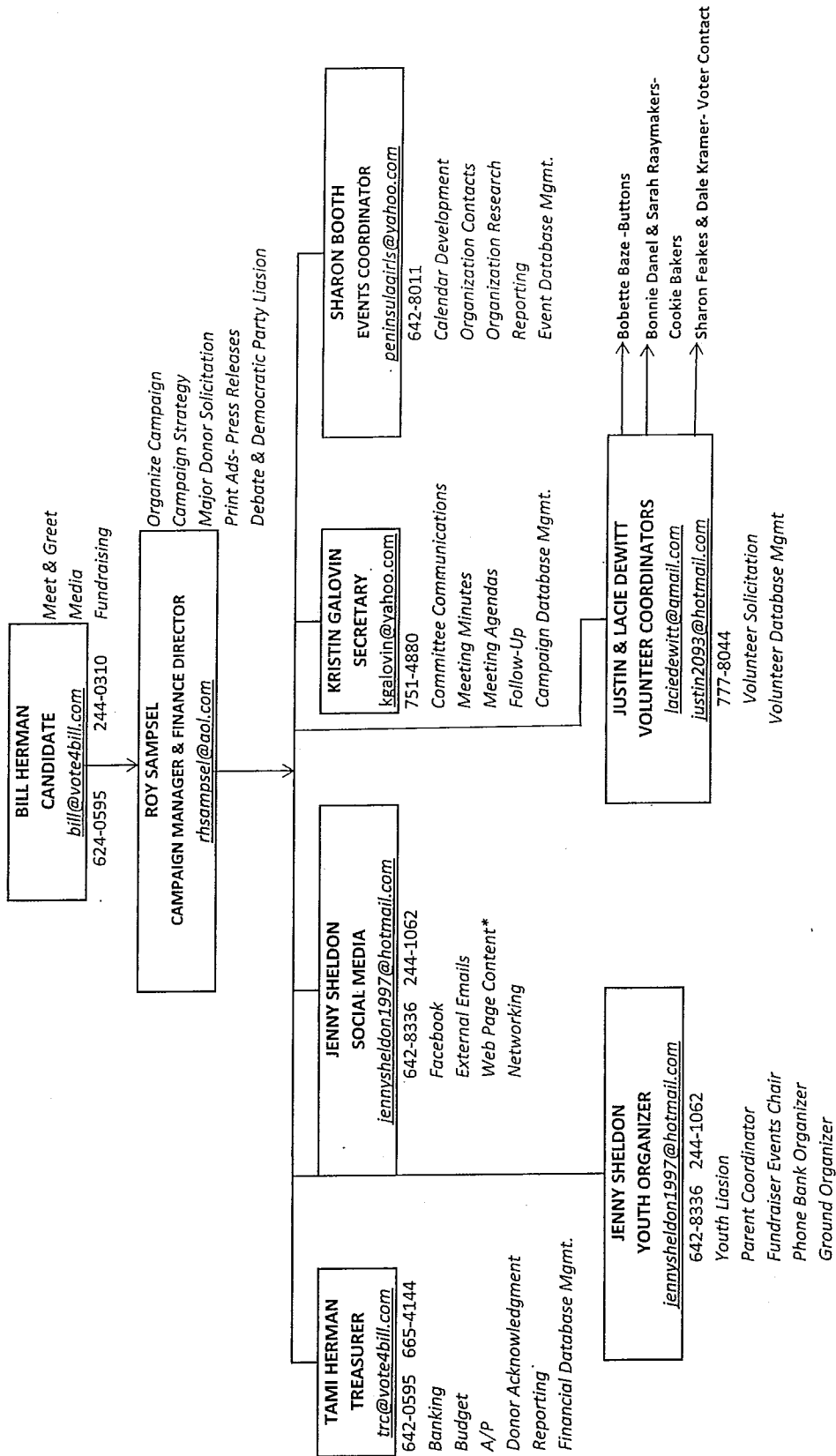
VOTE 4

BILL HERMAN

Pacific County Commissioner

Nov. 6, 2012

Democrat



First name	Last name	Company name	Billing Address	City	Zip	Email address	Home phone	Work phone	Cell phone	DISPLAY SIGNS	PHYSICAL ADDRESS	2X3 SIGN	BANNER	CAR MAG
RAY	LUCAS		PO BOX 55	ILWACO	9814	lucas516@hotmail.com	446-403		244-2216	XX	1500 HWY 101	9		
MIKE	PREST		PO BOX 76	CHINOOK	9814	lucas516@hotmail.com	360-777-4177		360-244-1514					
SHARON	SAUNDERS		PO BOX 76	CHINOOK	9814	lucas516@hotmail.com	360-777-4177		360-244-1514					
JIM	HARRISON		1111 27ND PL	OCEAN PARK	98640	lucas516@hotmail.com			509-999-4776	XX		1		
SHARON	BOOTH		PO BOX 1173	LONG BEACH	98631	lucas516@hotmail.com	360-642-3811					1		
DON	SHELDON	DOCS TANNER	PO BOX 458	OCEAN PARK	98640					XX		12	1	2
WIKI	LAND		PO BOX 253	LONG BEACH	98631		360-642-2983			XX		1		
RON	KRAUSE		1309 21ST LN	OCEAN PARK	98640					XX		1		
JERRY	REIS		2300 ELM PL	OCEAN PARK	98640					XX		1		
WARREN	ANDERSON	PAC CO	48 LARSA	HASLELLE	98634		360-445-2638		360-702-2664	XX		2	2	
CHUCK	BOLDEN	PAC CO	2190 1/2 LN	OCEAN PARK	98640	chuckbolden@hotmail.com	360-665-4362			X		1		
GREG	CHAUVER	PAC CO	1208 314TH PL	OCEAN PARK	98640	chuck516@hotmail.com	360-665-4765			XX	1208 314TH PL	6		
JACK	FAUVER	PAC CO	PO BOX 112	CHINOOK	98634		360-777-4403			XX		2		
MIKE	HELM	PAC CO	37 MILL CREEK RD	RAYMOND	98577		360-542-7384			X		1		
GARY	LAWNER	PAC CO	PO BOX 589	RAYMOND	98577		360-542-5212			XX		23	2	1
JOYCE	HDD		500 WATER ST	SD BEND	95846		360-375-5473			X		1		
DICK	SHEPHERT		4218 12ND	LONG BEACH	98631		360-642-2279			X		2		
RICK	GRAY			SEAVIEW	98644		360-643-3398			XX		1		
CHUCK	TORPPA		410 SPRUCE ST	ILWACO	98624					X		1		
JAN	INGRELLUS		PO BOX 568	OCEAN PARK	98640	lucas516@hotmail.com			244-9026	XX	237TH & VERNON	1		
CURTIS	BADE			LONG BEACH	98640					XX	147th & SR 103	1	1	
LINDA	RAYMAKERS			LONG BEACH						XX	167TH (TIDES WEST)	1		
LARRY	MURRAY			OCEAN PARK						XX	PACIFIC & 23ND	3		
SANDY	BUTZER			OCEAN PARK						XX	230TH & U ST	1		
ERIK	WIRKALA			CHINOOK						X		1		
ERIK	WIRKALA			ILWACO						XX		2		
BECKY	MILLER			SEAVIEW						XX			1	
CATHRINE	OTOOLE			OCEAN PARK						XX	Business & Home	2		
JIM	RAFF			HASLELLE						XX	North Valley Rd	1		1
JIM	MITCHELL			OCEAN PARK						XX		2		
ALAN	BENDER			OCEAN PARK						XX			1	
JIM	KARNOFSKI			ILWACO						XX	SR 101		2	
MARK	SCOTT			SURFSIDE						XX	SURFSIDE	1		
JANN				LONG BEACH						XX	4th & Sandridge	2		
SARA	PEARSON			OCEAN PARK						XX			1	
DON	BRIGGS			LONG BEACH						XX		2		
KRISTIN	GALOVIN			OCEAN PARK						XX	70TH & Sandridge	2		1
POSS	LADY			LONG BEACH						XX	Sid Shyne Dr & Sand	2		
RENE				OCEAN PARK						XX	19th & SR 103	1		
DELL	METER			LONG BEACH						XX	15TH & SR 103	2		
ROBERT	REED			LONG BEACH						XX			1	
JIMMY	STACHOUSE			HASLELLE									1	
FRE	CHEF			RAYMOND										
JILL	KOREN			LONG BEACH						XX	403 SANDRIDGE RD	2		
WES	BENDER			OYSTERVILLE						XX			1	

THE COMMITTEE TO ELECT BILL HERMAN

NUMBER	FIRST NAME	LAST NAME	MAILING ADDRESS (PO BOX # ONLY)	CITY	ZIP	EMAIL ADDRESS	HOME PHONE	CELL PHONE	PHYSICAL ADDRESS
1									
2									
3									
4									
5									
6									
7									
8									
9									
10									
11									
12									
13									
14									
15									
16									
17									
18									
19									

THE COMMITTEE TO ELECT BILL HERMAN

NUMBER	DISPLAY SIGNS	REGISTER VOTERS	PLACE SIGNS	DOOR 2	DONATE	HOST COFFEE	ASSIST	CALLING VOTERS	LETTER WRITING	DELIVER TO BIZ	GAS	GOLF TOURNEY	PARADE	OTHER	DESCRIPTION OF "OTHER"	INVITATION TO GROUP (GROUP NAME)
1																
2																
3																
4																
5																
6																
7																
8																
9																
10																
11																
12																
13																
14																
15																
16																
17																
18																
19																

STUDENT PARTICIPATION DETAIL GRID

STUDENT'S NAME / PHYSICAL ADDRESS		PHONE NUMBERS		AGE		GRADE		DRIVER		PARENT'S NAME		LOYALTY DAY PARADE		MEET & GREET 5/10		MEET & GREET 5/12		GOLF -1		GOLF - 2		GAS PUMPING EVENT #1		GAS PUMPING EVENT #2		GAS PUMPING EVENT #3		O P 4TH OF JULY PARADE		SOUTH BEND PARADE		SHIRT SIZE		
FIRST	LAST	CELL	HOME							FIRST	LAST																							
																																	A - LG	
																																		A - SM
																																		Y - XL
																																		A - SM
																																		A - SM

PDC Staff Note: Contains identifying information about minor children

STUDENT PARTICIPATION DETAIL GRID

STUDENT'S NAME / PHYSICAL ADDRESS	FORM	PHONE NUMBERS	AGE	GRADE	DRIVER	PARENT'S NAME	LOYALTY DAY PARADE	MEET & GREET 5/10	MEET & GREET 5/12	GOLF -1	GOLF - 2	GAS PUMPING EVENT #1	GAS PUMPING EVENT #2	GAS PUMPING EVENT #3	OP 4TH OF JULY PARADE	SOUTH BEND PARADE	SHIRT SIZE
							✓										A-LG
							✓										A-MD
																	A-XLG
							✓										A-MD
							✓										A-SM
																	A-XL

PDC Staff Note: Contains identifying information about minor children



Announcing the
BILL HERMAN OPEN

SATURDAY, JUNE 2, 2012 10:00 A.M.
PENINSULA GOLF COURSE

9604 PACIFIC HWY, LONG BEACH, WA 98631

ENTRY FEE: \$55 Per Player - \$220 Per Team
(INCLUDES)



18-Hole Shot Gun Scramble



Lunch & Beverages

PRIZES - AWARDS



KPs



Full Swing / Short Drive



Long Drive



Long Putt

\$100 Hole In One

(Additional play and prize details on reverse)

June 2, 2012-Deadline for Registration- or until full

For more tournament details contact Don at 360.244.0957. Remit payment with entry form. Make checks payable to: The Committee to Elect Bill Herman. Debit and credit card payments can be made at www.vote4billherman.com



Team #

BILL HERMAN OPEN TOURNAMENT REGISTRATION

Team Name



PLAYER 1

PLAYER 2

PLAYER 3

PLAYER 4

First Name

Last Name

Mailing Address

City, State Zip

Phone

HCP

Enter Your Team's Name Here:



BILL HERMAN OPEN

SATURDAY, JUNE 2, 2012 10:00 A.M.
PENINSULA GOLF COURSE
9604 PACIFIC HWY, LONG BEACH, WA 98631



GENERAL INFORMATION AND TOURNAMENT RULES

This is a fund-raising event. Greens fees, consumables and prizes will be paid for from the entry fees. All funds, after expenses, will be donated to the Committee to Elect William "Bill" Herman, Pacific County Commissioner.

Standard Scramble Play, Shot Gun Start. Traditional rules will apply.

Each player receives 1 Mulligan included in the entry fee.

Field is limited to 15 teams - Check in begins at 9 a.m.—Be at your hole by 9:50

KPs on: #3 or 12; #4 or 13; #6 or 15 and #17.

Full Swing - Short Drive: #1

Long Drive: #18

Long Putt: #4

\$100 Hole In One—Donated by Doc's Tavern

Full listing of other donated prizes available at tournament

Entry fees must be paid with the Registration.

Registrations can be mailed to: EBH, PO Box 1031, Ocean Park, WA 98640

Registrations can be dropped off at the Peninsula Golf Course or Doc's Tavern.

Electronic entries and payments can be made at: www.vote4billherman.com

For more information call Don at 360.244.0957

This portion was intentionally left blank.

For mail-in or drop-off entries,

Please detach at the perforation above and return with
the entry fee.

PDC Exhibit # 4
Page 19 of 25

Dear _____:

My name is William "Bill" Herman, Jr. and I have declared my candidacy for Pacific County Commissioner for District I.

County Government Accountability, Property Owner's Rights and Small Business Empowerment are the basis of my platform; but there are so many more challenges that need our attention. Business owners know this better than most and must face these issues head on.

In the next few weeks I will be visiting businesses and I would like to take a few minutes of your time to discuss your concerns and hear your thoughts toward solutions.

In the meantime, feel free to contact me at (360)244-0310 or visit www.vote4billherman.com. Soon you will see information regarding Meet & Greet Events hosted by supporters. Please consider this my personal invitation to attend!

I look forward to speaking with you and thank you in advance for any and all support!

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The Committee to Elect
William "Bill" Herman
Pacific County Commissioner
PO Box 1031
Ocean Park, WA 98640-1031

The Committee to Elect
William "Bill" Herman
Pacific County Commissioner
PO Box 1031
Ocean Park, WA 98640-1031

The Committee to Elect
William "Bill" Herman
Pacific County Commissioner
PO Box 1031
Ocean Park, WA 98640-1031

The Committee to Elect
William "Bill" Herman
Pacific County Commissioner
PO Box 1031
Ocean Park, WA 98640-1031

NAME _____

ADDRESS _____

CITY, STATE, ZIP _____

PHONE _____

EMAIL ADDRESS _____

Our campaign & success depends on you. Indicate below how

You can assist:

- ☐ Your Vote ☐ Display a Yard Sign
☐ A Donation ☐ Letters of Support ☐ Phoning
☐ Campaign Volunteering ☐ Host A Coffee Meeting

Come Check Out our Candidate
Before Checking your Ballot

The Committee to Elect
William "Bill" Herman
Pacific County Commissioner, District 1

Cordially Invites You
Thursday, May 10, 2012 at 6:00 p.m.
Saturday, May 12, 2012 at 10:30 a.m.

OR

Community Candidate Meet & Greet
...come see why your friends and neighbors say
Bill Herman is the right choice for Pacific County!



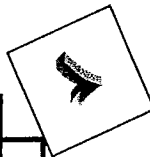
Come Check Out our Candidate
Before Checking your Ballot

The Committee to Elect
William "Bill" Herman
Pacific County Commissioner, District 1

Cordially Invites You
Thursday, May 10, 2012 at 6:00 p.m.
Saturday, May 12, 2012 at 10:30 a.m.

OR

Community Candidate Meet & Greet
...come see why your friends and neighbors say
Bill Herman is the right choice for Pacific County!



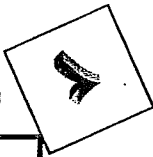
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for Conversation, Important Voter Information and Fun.
Everyone is invited to rally together for this community building event
to ensure that

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Becomes the next Pacific County Commissioner in District 1

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9604 Pacific Hwy., Long Beach, WA

Admission - Free • Donations Welcome
Lite Fare Provided • No Host Bar
R.S.V.P. appreciated - at 642-0595 or
www.vote4billherman.com

2 Events to
Choose from
or Attend Both

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PNC Exhibit # 4

Page 24 of 28

THE COMMITTEE TO ELECT WILLIAM "BILL" HERMAN, PACIFIC COUNTY
COMMISSIONER

By way of this agreement, _____ (Licensee) is hereby
authorized use of the photographs attached under the following terms and conditions:

Photography Use:

Use of the photos outlined on the reverse

- ☐ for the sole use of: _____
- ☐ unlimited use

Licensing Period:

Use of the photos outlined on the reverse

- ☐ for the life of the website, _____
- ☐ for the life of the project, _____
- ☐ for materials developed during the period ending: ____/____/____
- ☐ for the specific project: _____
ending ____/____/____
- ☐ unlimited lifetime use

Licensing Fee:

- ☐ \$_____ per photograph
- ☐ \$_____ one fee for all photos listed below
- ☐ No dollar fee. Photo use in exchange for mention in publication or on website. For website use, the licensee agrees to include a link to either site or email of the photographer, as written here: _____

(please also attach 1-4 sentences on the photographer)

I warrant that I am the sole owner of these photographs (Licensor), that I have any necessary model releases on file and by my signature I grant the use of these images per the terms and conditions detailed above.

Licensor:

Signature

Date

Licensee agrees to the terms and conditions herein:

Signature

Date

Model Release – Adult

I hereby confer to _____, Inc. the unrestricted and irrevocable right and permission with respect to the photographs that they have taken of me or in which I may be included with others:

- a. To copyright the same in their own name or any other name that they may select; and
- b. To use, re-use, publish and republish the same intact or in part, separately or in conjunction with other photographs, in any medium now or hereafter known, and for any purpose whatsoever including illustration, promotion, advertising and trade.

I hereby release and discharge _____, from all and any claims and demands ensuing from or in connection with the use of the photographs, including any and all claims for libel and invasion of privacy.

This authorization and release shall inure to the benefit of the legal representatives, licensees and assigns of the _____ as well as to any organizations for whom the photographs were taken, including _____.

I hereby affirm that I am of full age and have the right to contract in my own name. I have read the foregoing and fully understand the contents hereof. This release shall be binding upon me and my heirs, legal representatives and assigns.

Dated: _____ Ad-
dress: _____

Signed: _____ City/State/
Zip: _____

Print Name: _____
Phone: _____

Email: _____

Model Release – Child

I hereby confer to _____ the unrestricted and irrevocable right and permission with respect to the photographs that they have taken of me or in which I may be included with others:

- a. To copyright the same in their own name or any other name that they may select; and
- b. To use, re-use, publish and republish the same intact or in part, separately or in conjunction with other photographs, in any medium now or hereafter known, and for any purpose whatsoever including illustration, promotion, advertising and trade.

I hereby release and discharge _____ from all and any claims and demands ensuing from or in connection with the use of the photographs, including any and all claims for libel and invasion of privacy.

last	first	title	company	address1	city	zip	zip4	full_name	primary_sic_desc
ERIC	CUMMING	EXEC I WILLAPA COUNSELING CTR	OWNI DRYCOAST GUTTERS	PO BOX 863	LONG BEACH	98631		863 MR ERIC CUMMING	GOVERNMENT OFFICES-COUNTY
STEVEN	EDWARDS	OWNI SECURITY STATE BANK	OWNI SECURITY STATE BANK	PO BOX 167	OCEAN PARK	98640		167 MR STEVEN EDWARDS	GUTTERS & DOWNSPOUTS
AVA	ROBINSON	OWNI CREATIONS	NIC CREATIONS	PO BOX 552	RAYMOND	98577		552 MS AVA ROBINSON	BANKS
DARRELL	MILLER	OWNI CAMENZIND FARMS	OWNI CAMENZIND FARMS	PO BOX 146	LONG BEACH	98631		146 MR DARRELL MILLER	WRECKER SERVICE
JOSEPH	CAMENZIND	OWNI CAMENZIND FARMS	OWNI CAMENZIND FARMS	13710 SANDRIDGE RD	LONG BEACH	98631		5914	ALTERATIONS-CLOTHING
STEVEN	HERMANN	OWNI CAMENZIND FARMS	OWNI CAMENZIND FARMS	483 STATE ROUTE 105	RAYMOND	98577		9231 MR JOSEPH CAMENZIND	DAIRY FARMS
STACY	KATRYNIUK	OWNI CAMENZIND FARMS	OWNI CAMENZIND FARMS	PO BOX 214	OCEAN PARK	98640		214 MR STEVEN HERMANN	VACATION RENTALS
LAURIE	BREADFIELD	OWNI CAMENZIND FARMS	OWNI CAMENZIND FARMS	PO BOX 559	LONG BEACH	98631		559	BANKS
EUGENE	MILES	OWNI CAMENZIND FARMS	OWNI CAMENZIND FARMS	170 UPPER NASELLE RD	NASELLE	98638		8527 MR STACY KATRYNIUK	SEPTIC TANKS
STEPHEN R	JACOBS	OWNI CAMENZIND FARMS	OWNI CAMENZIND FARMS	PO BOX 75	SEAVIEW	98644		75 MS LAURIE BREADFIELD	RESTAURANTS
GARY J	JACOBS	OWNI CAMENZIND FARMS	OWNI CAMENZIND FARMS	550 MILL CREEK RD	RAYMOND	98577		9367	GENERAL CONTRACTORS
DONALD H	PARSONS	OWNI CAMENZIND FARMS	OWNI CAMENZIND FARMS	PO BOX 310	LONG BEACH	98631		310 MR EUGENE MILES	CITY GOVERNMENT-EXECUTIVE OFFICES
CHERYL	SMITH	OWNI CAMENZIND FARMS	OWNI CAMENZIND FARMS	PO BOX 190	LONG BEACH	98631		190 MR STEPHEN R OMAN	LUMBER-RETAIL
EVAN	ROBERT	OWNI CAMENZIND FARMS	OWNI CAMENZIND FARMS	PO BOX H	ILWACO	98624		258 MR GARY J JACOBSEN	NURSES-PRACTITIONERS
BETTY	AHERN	OWNI CAMENZIND FARMS	OWNI CAMENZIND FARMS	PO BOX 737	LONG BEACH	98631		737	OPTOMETRISTS OD
BOB	CLEGG	OWNI CAMENZIND FARMS	OWNI CAMENZIND FARMS	PO BOX 538	LONG BEACH	98631		538 MR DONALD H PARSONS	INSURANCE
ROLAND	BLISS	OWNI CAMENZIND FARMS	OWNI CAMENZIND FARMS	1801 CRANBERRY RD	LONG BEACH	98631		5607 MR JIM DINSMORE	CAMPGROUNDS
WOODY	PIERSON	OWNI CAMENZIND FARMS	OWNI CAMENZIND FARMS	PO BOX 220	LONG BEACH	98631		220 MS CHERYL SMITH	HOTELS & MOTELS
TOM S	PETERSON	OWNI CAMENZIND FARMS	OWNI CAMENZIND FARMS	PO BOX 488	ILWACO	98624		488 MR EVAN ROBERT	PARKS
DARRELL	HARPER	OWNI CAMENZIND FARMS	OWNI CAMENZIND FARMS	PO BOX 514	LONG BEACH	98631		514 MS BETTY AHERN	BEADS (WHLS)
JOYCE	KIDD	OWNI CAMENZIND FARMS	OWNI CAMENZIND FARMS	524 3RD ST	RAYMOND	98577		1716 MR BOB CLEGG	HOTELS & MOTELS
SHEILA M	WILLIAMS	OWNI CAMENZIND FARMS	OWNI CAMENZIND FARMS	PO BOX 1483	LONG BEACH	98631		1483 MR ROLAND BLISS	GENERAL CONTRACTORS
VICKIE	BEAMGUARD	OWNI CAMENZIND FARMS	OWNI CAMENZIND FARMS	18000 SANDRIDGE RD	LONG BEACH	98631		6903 MR WOODY PIERSON	TREE SERVICE
HAROLD	KARLSVIK	OWNI CAMENZIND FARMS	OWNI CAMENZIND FARMS	PO BOX 87	TOKELAND	98590		87 MR TOM S PETERSON	FISHERMEN-COMMERICAL
MIKE	STARR	OWNI CAMENZIND FARMS	OWNI CAMENZIND FARMS	PO BOX 704	SOUTH BEND	98586		704 MR DARRELL HARPER	PARKS
RALPH	WARNER	OWNI CAMENZIND FARMS	OWNI CAMENZIND FARMS	7013 SANDRIDGE RD	LONG BEACH	98631		4703 MS JOYCE KIDD	DEPARTMENT OF MOTOR VEHICLES
ABBY	KONIGSBERGER	OWNI CAMENZIND FARMS	OWNI CAMENZIND FARMS	326 COMMERCIAL ST	RAYMOND	98577		2416 MS SHEILA M WILLIAMS	MEDICAL RESEARCH
BOB	GRABSKI	OWNI CAMENZIND FARMS	OWNI CAMENZIND FARMS	1910 BAY AVE # A	OCEAN PARK	98640		4227 MS VICKIE BEAMGUARD	GENERAL CONTRACTORS
SHEILA	WELLER	OWNI CAMENZIND FARMS	OWNI CAMENZIND FARMS	1730 FOWLER RD	RAYMOND	98577		9645 MR HAROLD KARLSVIK	ATTORNEYS
KATEE	WOODBY	OWNI CAMENZIND FARMS	OWNI CAMENZIND FARMS	PO BOX 126	OCEAN PARK	98640		280	PARKS
RHONDA	BENSON	OWNI CAMENZIND FARMS	OWNI CAMENZIND FARMS	PO BOX 310	LONG BEACH	98631		126 MR MIKE STARR	REPAIR SHOPS & RELATED SERVICES NEC
KAREN	GRAY	OWNI CAMENZIND FARMS	OWNI CAMENZIND FARMS	209 DURYEA ST	LONG BEACH	98631		310 MR RALPH WARNER	GOVERNMENT OFFICES-CITY, VILLAGE & TWP
MIKE	CASINELLI	OWNI CAMENZIND FARMS	OWNI CAMENZIND FARMS	353 STATE ROUTE 6	RAYMOND	98577		1796 MS ABBY KONIGSBERGER	FURNITURE-DEALER-RETAIL
DENNIS	OMAN	OWNI CAMENZIND FARMS	OWNI CAMENZIND FARMS	PO BOX 1078	RAYMOND	98577		9675 MR BOB GRABSKI	AUTOMOBILE BODY-REPAIRING & PAINTING
LANCE	BARNETT	OWNI CAMENZIND FARMS	OWNI CAMENZIND FARMS	PO BOX 796	LONG BEACH	98631		1078 MS SHEILA WELLER	PHARMACIES
DON	SARTWELL	OWNI CAMENZIND FARMS	OWNI CAMENZIND FARMS	504 PACIFIC AVE S	LONG BEACH	98631		796 MS KATEE WOODBY	SERVICE STATIONS-GASOLINE & OIL
PHIL	ELCHER	OWNI CAMENZIND FARMS	OWNI CAMENZIND FARMS	PO BOX 310	LONG BEACH	98631		3766 MS RHONDA BENSON	RESTAURANTS
JOHN	DIDION	OWNI CAMENZIND FARMS	OWNI CAMENZIND FARMS	PO BOX 548	ILWACO	98624		310 MS KAREN GRAY	CITY GOVERNMENT-COURTS
LESLIE	BROPHY	OWNI CAMENZIND FARMS	OWNI CAMENZIND FARMS	PO BOX 741	LONG BEACH	98631		548 MR MIKE CASINELLI	GOVERNMENT OFFICES-CITY, VILLAGE & TWP
BEV	WOODS	OWNI CAMENZIND FARMS	OWNI CAMENZIND FARMS	1058 STATE ROUTE 4	NASELLE	98638		741 MR DENNIS OMAN	REAL ESTATE
RUSSELL	CARTER	OWNI CAMENZIND FARMS	OWNI CAMENZIND FARMS	PO BOX 68	SOUTH BEND	98586		68	HARDWARE-RETAIL
MARTIN	SEILER	OWNI CAMENZIND FARMS	OWNI CAMENZIND FARMS	PO BOX 887	ILWACO	98624		887 MR LANCE BARNETT	GOVERNMENT OFFICES-COUNTY
BRADY	TURNER	OWNI CAMENZIND FARMS	OWNI CAMENZIND FARMS	35504 J PL	OCEAN PARK	98640		5834 MR DON SARTWELL	SEAFOOD-RETAIL
KEVIN	FINK	OWNI CAMENZIND FARMS	OWNI CAMENZIND FARMS	2392 BLOOMHARDT RD	RAYMOND	98577		9665 MR PHIL ELCHER	SIGNS (MFRS)
KAREN	SNYDER	OWNI CAMENZIND FARMS	OWNI CAMENZIND FARMS	308 DURYEA ST	RAYMOND	98577		1720	INVESTIGATORS
MIKE	JOHNSON	OWNI CAMENZIND FARMS	OWNI CAMENZIND FARMS	PO BOX 27	SOUTH BEND	98586		27 MR JOHN DIDION	ALTERATIONS-CLOTHING
		OWNI CAMENZIND FARMS	OWNI CAMENZIND FARMS	PO BOX 397	LONG BEACH	98631		397 MS LESLIE BROPHY	SHERIFF
		OWNI CAMENZIND FARMS	OWNI CAMENZIND FARMS	434 3RD ST	RAYMOND	98577		1714 MS BEV WOODS	REAL ESTATE
		OWNI CAMENZIND FARMS	OWNI CAMENZIND FARMS	25005 DELL PL	OCEAN PARK	98640		4116 MR RUSSELL CARTER	TILE-CERAMIC-CONTRACTORS & DEALERS
		OWNI CAMENZIND FARMS	OWNI CAMENZIND FARMS	PO BOX 435	SOUTH BEND	98586		435 MR MARTIN SEILER	DOORS-GARAGE
		OWNI CAMENZIND FARMS	OWNI CAMENZIND FARMS	205 26TH ST NW	LONG BEACH	98631		5221	ACCOUNTANTS
		OWNI CAMENZIND FARMS	OWNI CAMENZIND FARMS	PO BOX 1375	LONG BEACH	98631		1375 MR BRADY TURNER	GENERAL CONTRACTORS
		OWNI CAMENZIND FARMS	OWNI CAMENZIND FARMS	811 PACIFIC AVE S # 9	LONG BEACH	98631		3545 MR KEVIN FINK	HOTELS & MOTELS
		OWNI CAMENZIND FARMS	OWNI CAMENZIND FARMS	PO BOX 1399	LONG BEACH	98631		1399 MS KAREN SNYDER	TATTOOING
		OWNI CAMENZIND FARMS	OWNI CAMENZIND FARMS	PO BOX 336	SOUTH BEND	98586		336 MR MIKE JOHNSON	QUILTING
		OWNI CAMENZIND FARMS	OWNI CAMENZIND FARMS						COUNTY GOVERNMENT-CONSERVATION

Last Name	First Name	Gender	Residence Address	CITY	Mail Address	CITY	MailZip	DistrictID_1	PHONE
Adamek	Henry	M	4 Park St E	Bay Center	PO Box 342	Bay Center, Wa 98527-0342	98527-0342	CC1	
Adams	Rita	F	47 Ranta Rd	Bay Center	PO Box 248	Bay Center, Wa 98527-0248	98527-0248	CC1	
Ahlstrom	Ashley	F	455 Bay Center Rd	Bay Center	PO Box 375	Bay Center, Wa 98527-0375	98527-0375	CC1	
Ahlstrom	Kathryn	F	457 Bay Center Rd	Bay Center	PO Box 375	Bay Center, Wa 98527-0375	98527-0375	CC1	
Ahlstrom	Timothy	M	457 Bay Center Rd	Bay Center	PO Box 375	Bay Center, Wa 98527-0375	98527-0375	CC1	
Allred	Anna	F	37 Ranta Rd	Bay Center	PO Box 306	Bay Center, Wa 98527-0306	98527-0306	CC1	
Allred	John	M	37 Ranta Rd	Bay Center	PO Box 306	Bay Center, Wa 98527-0306	98527-0306	CC1	
Anderson	Kelsey	F	50 Horne Rd	Bay Center	915 Ohio Ave	Raymond, WA 98577	98577	CC1	
Anderson	Rodney	M	44 School St W	Bay Center	PO Box 410	Bay Center, Wa 98527-0410	98527-0410	CC1	
Anderson	Stacy	F	8 Harrison St	Bay Center	PO Box 410	Bay Center, WA 98527-0410	98527-0410	CC1	
Arrington	Norena	F	47 1st St	Bay Center	PO Box 422	Bay Center, WA 98527-0422	98527-0422	CC1	
Bailey	Leon	M	25 Rhoades St	Bay Center	PO Box 242	Bay Center, Wa 98527	98527	CC1	
Beatty	Milissa	F	45 2nd St	Bay Center	PO Box 461	Bay Center, Wa 98527-0461	98527-0461	CC1	
Benson	Gail	F	19 Harrison St	Bay Center	19 Harrison St	Bay Center, WA 98527	98527	CC1	
Bohna-White	Judith	F	16 Grove St	Bay Center	PO Box 364	Bay Center, Wa 98527-0364	98527-0364	CC1	
Bowling	Mark	M	41 1st St	Bay Center	PO Box 445	Bay Center, Wa 98527-0445	98527-0445	CC1	
Bowling	Violet	F	41 School St	Bay Center	PO Box 355	Bay Center, Wa 98527-0355	98527-0355	CC1	
Cadwell	Brett	M	38 2nd St	Bay Center	PO Box 252	Bay Center, WA 98527	98527	CC1	
Clarine	Geoffrey	M	9 Cedar Ln	Bay Center	PO Box 338	Bay Center, WA 98527	98527	CC1	
Copeland	Mary	F	28 Main St	Bay Center	PO Box 446	Bay Center, Wa 98527-0446	98527-0446	CC1	
Copeland	Robert	M	28 Main St	Bay Center	PO Box 446	Bay Center, Wa 98527-0446	98527-0446	CC1	
Disney	Falan	F	458 Bay Center Rd	Bay Center	PO Box 316	Bay Center, WA 98527-0316	98527-0316	CC1	
Disney	Marshall	M	458 Bay Center Rd	Bay Center	458 Bay Center Rd	Bay Center, WA 98527	98527	CC1	
Disney	Mataya	F	458 Bay Center Rd	Bay Center	PO Box 316	Bay Center, WA 98527	98527	CC1	
Disney	Peggy	F	458 Bay Center Rd	Bay Center	PO Box 316	Bay Center, Wa 98527	98527	CC1	
Disney	Terry	M	20 Moore Rd	Bay Center	PO Box 316	Bay Center, Wa 98527	98527	CC1	
Edwards	Alan	M	253 Bay Center Rd	Bay Center	PO Box 279	Bay Center, Wa 98527-0279	98527-0279	CC1	
Edwards	Rheta	F	523 Bay Center Rd	Bay Center	PO Box 279	Bay Center, Wa 98527-0279	98527-0279	CC1	
Erickson	Loretta	F	365 Bay Center Rd	Bay Center	PO Box 280	Bay Center, Wa 98527-0280	98527-0280	CC1	
Erickson	Peter	M	365 Bay Center Rd	Bay Center	PO Box 354	Bay Center, Wa 98527-0354	98527-0354	CC1	
Frank	Barbara	F	39 Bay Ln	Bay Center	39 Bay Ln	Bay Center, Wa 98527	98527	CC1	
Frank	Herbert	M	39 Bay Ln	Bay Center	39 Bay Ln	Bay Center, Wa 98527	98527	CC1	
Goodin	Audrey	F	8 Park St E	Bay Center	PO Box 414	Bay Center, Wa 98527-0414	98527-0414	CC1	
Green	Ellen	F	7 Main St E	Bay Center	PO Box 317	Bay Center, Wa 98527	98527	CC1	
Green	Marvin	M	7 Main St E	Bay Center	PO Box 317	Bay Center, Wa 98527	98527	CC1	
Hancock	Rebecca	F	375 Bay Center Dike Rd	Bay Center	155 Johnson St	Wheatland CA 95692	95692	CC1	
Harding	Stan	M	6 School St	Bay Center	471 Bay Center Rd	South Bend, WA 98586-9013	98586-9013	CC1	
Harshfield	Margaret	F	12 Grove St	Bay Center	PO Box 428	Bay Center, WA 98527-0428	98527-0428	CC1	
Hartmann	Berno	M	8 Grove St	Bay Center	PO Box 402	Bay Center, Wa 98527	98527	CC1	
Hartmann	Elsa	F	8 Grove St	Bay Center	PO Box 402	Bay Center, Wa 98527	98527	CC1	

DATE FILED

AMENDMENT TO MANAGEMENT AGREEMENT BETWEEN
NORTH BEACH WATER DISTRICT AND SURSIDE HOMEOWNERS ASSOCIATION

2013 APR 10 AM 11 22

THIS AMENDMENT amends paragraph 2 of and adds a new paragraph 15 to the Management Agreement between North Beach Water District, Pacific County, Washington, a Washington municipal corporation ("District") and Surfside Homeowners Association, a Washington non-profit corporation ("SHA") ("Agreement") as follows:

A. Amendment of Paragraph 2. Paragraph 2 of the Agreement is amended to read as follows:

2. TERM OF AGREEMENT AND EFFECTIVE DATES:

Subject to paragraph 11 (TERMINATION), the term of this Agreement shall be from August 1, 2011 through July 31, 2013, and shall be extended automatically for successive one-year terms.

B. Addition of new Paragraph 15. A new paragraph 15 is added to the Agreement as follows:

15. APPLICABILITY OF PARAGRAPHS 3.1 AND 1.6:

The cost and payment requirements of paragraph 3.1 and the purchase and contract authorization of paragraph 1.6 shall apply for any one-year period of this Agreement, which commences on August 1 and ends on July 31.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment on the dates written below:

SURSIDE HOMEOWNERS ASSOCIATION

NORTH BEACH WATER DISTRICT

By: Gary Williams
President

By: [Signature]
President

Date: 07-03-2012

Date: 7/16/2012

MANAGEMENT AGREEMENT

DATE FILED

North Beach Water District, a Washington municipal corporation (NBWD) and Surfside Homeowners Association, a Washington non-profit corporation (SHA) which owns a water system know as Surfside Homeowners Association Water System (System) enter into this Interim Management Agreement ("Agreement") as set forth herein.

PURPOSE

PUBLIC DISCLOSURE COMMISSION

SHA desires to enter into an agreement with NBWD to retain William Neal (Neal) as System Manager to provide supervision of System staff and management of System. NBWD is willing to assign Neal, under the terms and conditions of this Agreement, to manage and supervise System services.

AGREEMENT

In consideration of the mutual promises and covenants contained herein, the parties agree as follows:

1. SERVICES PROVIDED:

- 1.1. In consideration of the payment of fees described in section 3 (PRICE FOR SERVICES), NBWD will assign and authorize Neal to serve as System manager. Neal shall perform services to SHA as provided in this Agreement, except when he is "unavailable for service" for reasons such as; on leave, is away for training, or is ill. Neal will use a high degree of skill and care as an expert in water system management and supervision. NBWD will authorize Neal sufficient time each week, at Neal's good judgment, to provide services described below. Neal, except times when he is unavailable for service, will be on call 24 hours a day, 7 days a week for emergencies involving the System. An "emergency" shall be the failure or imminent failure of any vital component of the System, in the opinion of Neal. SHA and NBWD agree that Neal will provide System supervision and management in accord with industry standards and with specific System operation needs. NBWD services will include, but not be limited to, the following:
- 1.2. Neal will prepare and manage a schedule for operation and maintenance of System in accordance with accepted public health practices and the System's approved Water System Plan. Under the direction of Neal, SHA's staff will operate and maintain the System;
- 1.3. Neal will examine and interpret all incoming correspondence concerning System, will communicate the meaning and significance of the correspondence to SHA, and will respond to correspondence.
- 1.4. Neal will prepare a monthly report for SHA on System observations and operation. Neal will present the report to SHA's board of Trustees at their regular monthly board meeting.
- 1.5. Neal shall manage SHA System capital improvement projects including analyzing the need for an proposing potential System capital improvement projects; planning; overseeing and inspection of work and coordinating with vendors; contractors; engineers; consultants; regulators; and others as needed to facilitate the successful completion of the project.
- 1.6. Neal is authorized to make purchases and enter into contracts on behalf of SHA if the purchase or contract amount is not in excess of \$3000.00 total cost without board approval. The division of purchases or contracts into smaller portions to fall below \$3,000.00 is not be allowed.

2. TERM OF AGREEMENT AND EFFECTIVE DATES:

Subject to paragraph 11 (TERMINATION), this Agreement will be for a term of 12 months starting August 1, 2011 and continuing through July 31, 2012.

3. PRICE FOR SERVICES

- 3.1. The total cost of this Agreement is \$60,000.00 paid as follows; On the 10th of September, 2011, and each month thereafter through the term of this agreement, SHA will pay NBWD \$5,000.00 for services rendered, as described in section 1, in the prior calendar month; provided that if this Agreement is terminated pursuant to paragraph 11 (TERMINATION), SHA will not be liable for payment of any amount under this Agreement (including paragraphs 3.1 and 3.2) for any period after termination.

PDC Exhibit # 5
Page 2 of 7

2013 APR 10 AM 11:22

PUBLIC DISCLOSURE COMMISSION

3.2. SHA will reimburse NBWD for its reasonable direct costs incurred in performing services under this Agreement, including but not limited to out-of-area lodging and per diem, mileage, and similar items. All direct costs will be reimbursed at actual amounts incurred, supported by invoices or statements. Mileage will be reimbursed at the current Internal Revenue Service standard mileage rate for business miles driven. Notwithstanding the foregoing provisions of this paragraph 3.2, NBWD will not be entitled to any payment from SHA for any costs related to employment of Neal by NBWD, including, but not limited to, taxes, wages, benefits, and educational expenses or any other expense which NBWD would incur in the absence of this Agreement.

3.3. NBWD will not generate invoices for the payments identified in paragraphs 3.1. NBWD will generate invoices for payments under paragraph 3.2. All invoices submitted to SHA by the fifth (5th) day of the month will be due by the twenty-fifth (25th) day of the same month. All payments more than thirty (30) days in arrears will bear interest at a rate of eighteen percent (18%) per annum.

4. LIMITATION OF SERVICE:

4.1. NBWD's responsibility is limited to the services of this Agreement.

4.2. NBWD has no responsibility in the event that System's water source is interrupted, volume thereof is reduced, or the water is contaminated. NBWD has no responsibility to construct or install new or replacement facilities and structures of any kind. SHA will be responsible for financing of new or replacement facilities and structures and for all repairs to facilities and structures. All liabilities and obligations of the System will remain with SHA. SHA will keep in full force and effect during this Agreement general and commercial liability insurance for the System in amounts and coverages reasonably approved by NBWD. NBWD shall keep in full force and effect during the term of this Agreement general and commercial liability insurance with respect to its obligations under this Agreement in amounts and coverages reasonably approved by SHA.

4.3. SHA understands that NBWD is subject to state statutes and case authority regarding municipalities, including but not limited to the Public Records Act. And that such state statutes and case authority may supersede, govern, and modify NBWD's duties and responsibilities under this Agreement.

5. LICENSE:

For the duration of this Agreement, SHA hereby grants NBWD license to enter onto all premises, easements, and properties of SHA to perform NBWD's duties and responsibilities under this Agreement. This license is limited to Neal or other NBWD employees approved by SHA and limited to easements and premises directly related to the System.

6. INDEMNIFICATION:

Each party will defend, indemnify and hold harmless the other party, its officers, agents and employees, from and against any and all claims, including third party claims, costs, judgments or damages, including attorney's fees, arising out of the negligent acts or omissions of the party, its officers, agents and employees, in connection with this Agreement. The parties hereby waive, but only as to each other, their immunity from suit under industrial insurance, Title 51 RCW. This waiver of immunity was mutually negotiated by the parties. This paragraph will survive any termination or expiration of this Agreement.

7. CONSTRUCTION:

This Agreement is being entered into and will be construed and interpreted in accordance with the laws of the State of Washington.

8. INDEPENDENCE OF PARTIES:

In executing this Agreement, the parties are independent and acting solely for their own accounts, and nothing in this Agreement will cause them to be construed as partners, joint ventures, or having any other relationship under which either party could be deemed to be the agent of the other or as creating any rights in any third parties.

9. SEVERABILITY:

The invalidity, illegality, or unenforceability of any provision hereof will not in any way affect, impair, invalidate, or render unenforceable this Agreement or any other provision thereof.

10. WAIVER:

DATE FILED

Failure on the part of either party to exercise or any delay in exercise of any rights hereunder will not act as a waiver thereof; nor will any waiver of acceptance of any partial, single, or delayed performance of any term or condition of this Agreement operate as a continued waiver or waiver and substituted breach thereof.

11. TERMINATION:

The Agreement may be terminated by either NBWD or SHA upon Thirty (30) days written notice. In the event that Neal is no longer employed by NBWD, this Agreement may be terminated by SHA upon fifteen (15) days written notice to NBWD.

12. INTIGRATION:

This Agreement integrates the understanding of the parties. It supersedes and cancels all prior negotiations, correspondence and communications between the parties with respect to the terms and conditions of this Agreement. No oral modifications of, or amendment to, this Agreement will be effective; however, this Agreement may be modified or amended by written agreement signed by both parties to this Agreement.

13. INTERPRETATION OF FAIR CONSTRUCTION OF CONTRACT:

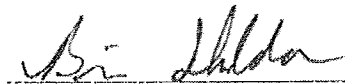
This Agreement has been reviewed and approved by the parties. In the event it should be determined that any provision of this Agreement is uncertain or ambiguous, the language in all parts of this Agreement will be in all cases constructed as a whole according to the fair meaning and not strictly construed for or against either party.

14. WARRANTIES AND REPRESENTATIONS:

SHA hereby warrants and represents to NBWD that SHA either possesses or will possess valid and sufficient authority to provide water to the entire System.

IN WITNESS WHEREOF, the parties have signed this agreement on the dates below.

North Beach Water District:




Brian Sheldon, Commissioner Position #1

Date: 7-18-11



Gwen Brake, Commissioner Position #2

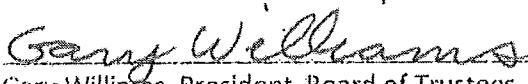
Date: 7-18-11



R.D. Williams, Commissioner Position #3

Date: 7-18-2011

Surfside Homeowners Association:



Gary Williams, President Board of Trustees

Date: 07-11-2011

PDC Exhibit # 5
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DATE FILED

INTERIM MANAGEMENT AGREEMENT

2012 APR 10 AM 11 22

Final Agreement

North Beach Water District, a Washington municipal corporation (NBWD) and Surfside Homeowners Association, a Washington non-profit corporation (SHA) which owns a water system know as Surfside Homeowners Association Water System (System) enter into this Interim Management Agreement ("Agreement") as set forth herein.

PUBLIC DISCLOSURE COMMISSION

PURPOSE

SHA desires to enter into an agreement with NBWD to retain William Neal (Neal) as System Manager to provide supervision of System staff and management of System. NBWD is willing to assign Neal, under the terms and conditions of this Agreement, to manage and supervise System services.

AGREEMENT

In consideration of the mutual promises and covenants contained herein, the parties agree as follows:

1. SERVICES PROVIDED:

- 1.1. In consideration of the payment of fees described in section 3 (PRICE FOR SERVICES), NBWD will assign and authorize Neal to serve as System manager. Neal shall perform services to SHA as provided in this Agreement, except when he is "unavailable for service" for reasons such as; on leave, is away for training, or is ill. Neal will use a high degree of skill and care as an expert in water system management and supervision. NBWD will authorize Neal sufficient time each week, at Neal's good judgment, to provide services described below. Neal, except times when he is unavailable for service, will be on call 24 hours a day, 7 days a week for emergencies involving the System. An "emergency" shall be the failure or imminent failure of any vital component of the System, in the opinion of Neal. SHA and NBWD agree that Neal will provide System supervision and management in accord with industry standards and with specific System operation needs. NBWD services will include, but not be limited to, the following:
- 1.2. Neal will prepare and manage a schedule for operation and maintenance of System in accordance with accepted public health practices and the System's approved Water System Plan. Under the direction of Neal, SHA's staff will operate and maintain the System;
- 1.3. Neal will examine and interpret all incoming correspondence concerning System, will communicate the meaning and significance of the correspondence to SHA, and will respond to correspondence.
- 1.4. Neal will prepare a monthly report for SHA on System observations and operation. Neal will present the report to SHA's board of Trustees at their regular monthly board meeting.
- 1.5. Neal will manage SHA approved System capital improvement projects including planning, overseeing and inspection of work. It will also include coordinating with vendors, contractors, engineers, consultants, regulators, and others as needed to facilitate the successful completion of the project. The approved projects are 2010 WMR, 2011 WMR, 2011 Blow-Off Installations, 2011 J Well Field Improvements, 2012 Service Metering Project.

2. TERM OF AGREEMENT AND EFFECTIVE DATES:

Subject to paragraph 11 (TERMINATION), this Agreement will be for a term of 5 months starting March 1, 2011 and continuing through July 31, 2011.

3. PRICE FOR SERVICES:

- 3.1. The total cost of this Agreement is \$25,000.00 paid as follows; On the 10th of April SHA will pay NBWD \$5,000.00. On the 10th of May SHA will pay NBWD \$5,000.00. On the 10th of June SHA will pay NBWD \$5,000.00. On the 10th of July SHA will pay NBWD \$5,000.00. On the 10th of August SHA will pay NBWD \$5,000.00 for the services provided described in section 1
- 3.2. SHA will reimburse NBWD for its reasonable direct costs incurred in performing services under this Agreement, including but not limited to out-of-area lodging and per diem, mileage, and similar items. All

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Final Agreement

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direct costs will be reimbursed at actual amounts incurred, supported by invoices or statements. Mileage will be reimbursed at the current Internal Revenue Service standard mileage rate for business miles driven. Notwithstanding the foregoing provisions of this paragraph 3.2, NBWD will not be entitled to any payment from SHA for any costs related to employment of Neal by NBWD, including, but not limited to, taxes, withholding, fringe benefits, educational expenses or any other ~~PUBLIC DISCLOSURE COMMISSION~~ incur in the absence of this Agreement.

- 3.3. NBWD will not generate invoices for the payments identified in paragraphs 3.1. NBWD will generate invoices for payments under paragraph 3.2. All invoices submitted to SHA by the fifth (5th) day of the month will be due by the twenty-fifth (25th) day of the same month. All payments more than thirty (30) days in arrears will bear interest at a rate of eighteen percent (18%) per annum.

4. LIMITATION OF SERVICE:

- 4.1. NBWD's responsibility is limited to the services of this Agreement.
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Each party will defend, indemnify and hold harmless the other party, its officers, agents and employees, from and against any and all claims, including third party claims, costs, judgments or damages, including attorney's fees, arising out of the negligent acts or omissions of the party, its officers, agents and employees, in connection with this Agreement. The parties hereby waive, but only as to each other, their immunity from suit under industrial insurance, Title 51 RCW. This waiver of immunity was mutually negotiated by the parties. This paragraph will survive any termination or expiration of this Agreement.

7. CONSTRUCTION:

This Agreement is being entered into and will be construed and interpreted in accordance with the laws of the State of Washington.

8. INDEPENDENCE OF PARTIES:

In executing this Agreement, the parties are independent and acting solely for their own accounts, and nothing in this Agreement will cause them to be construed as partners, joint ventures, or having any other relationship under which either party could be deemed to be the agent of the other or as creating any rights in any third parties.

DATE FILED

Final Agreement

9. SEVERABILITY:

The invalidity, illegality, or unenforceability of any provision hereof will not in any way affect, impair, invalidate, or render unenforceable this Agreement or any other provision thereof.

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10. WAIVER:

PUBLIC DISCLOSURE COMMISSION

Failure on the part of either party to exercise or any delay in exercise of any rights hereunder will not act as a waiver thereof; nor will any waiver of acceptance of any partial, single, or delayed performance of any term or condition of this Agreement operate as a continued waiver or waiver any subsequent breach thereof.

11. TERMINATION:

The Agreement may be terminated by either NBWD or SHA upon fifteen (15) days written notice. In the event that Neal is no longer employed by NBWD, this Agreement may be terminated by SHA immediately upon written notice to NBWD.

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This Agreement integrates the understanding of the parties. It supersedes and cancels all prior negotiations, correspondence and communications between the parties with respect to the terms and conditions of this Agreement. No oral modifications of, or amendment to, this Agreement will be effective; however, this Agreement may be modified or amended by written agreement signed by both parties to this Agreement.

13. INTERPRETATION OF FAIR CONSTUCTION OF CONTRACT:

This Agreement has been reviewed and approved by the parties. In the event it should be determined that any provision of this Agreement is uncertain or ambiguous, the language in all parts of this Agreement will be in all cases constructed as a whole according to the fair meaning and not strictly construed for or against either party.

14. WARRANTIES AND REPRESENTATIONS:

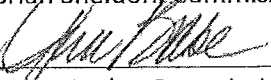
SHA hereby warrants and represents to NBWD that SHA either possesses or will possess valid and sufficient authority to provide water to the entire System.

IN WITNESS WHEREOF, the parties have signed this agreement on the dates below.

North Beach Water District:


Brian Sheldon, Commissioner Position #1

Date: 2/27/2011


Gwen Brake, Commissioner Position #2

Date: 2/22/2011


R.D. Williams, Commissioner Position #3

Date: 2/22/2011

Surfside Homeowners Association:


James Flood, President Board of Trustees

Date: 2/19/2011