

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

**Tuesday, December 22, 2015
9:00AM or shortly thereafter as possible**

AGENDA

All matters listed within the Consent Agenda have been distributed to each County Commissioner for review and are considered routine. Consent Agenda items will be approved by one motion of the Board of County Commissioners with no separate discussion. If separate discussion is desired on a certain item, that item may be removed from the Consent Agenda at the request of a Commissioner, for action later.

Call to Order

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

Public Comment for items not on the agenda (*limited to three minutes per person*)

CONSENT ITEMS (A)

- A) Approve Rainbow Valley Landfill Vouchers:
PUD #2 - \$51.47
Royal Heights Transfer Station, Inc. - \$4,688.46
City of Raymond - \$27.55

CLOSE MEETING

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

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

2015-52

Claims Voucher
Rainbow Valley Landfill Trust Fund: Post-Closure Account

ROYAL HEIGHTS TRANSFER STATION, INC
114 AIRPORT RD.
RAYMOND, WA 98577

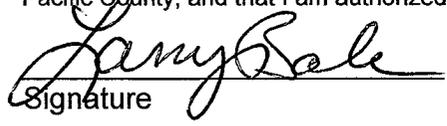
Vendor #	Date
Reference No. 2	Purchase Order Number

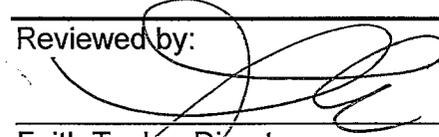
Instructions:

1. Attach invoices, sign voucher and submit to the following address: Administrator, Pacific County Department of Community Development, P O Box 26, South Bend, WA 98586.
2. Completed vouchers should be received one week prior to the scheduled Board of Health meeting. Approved vouchers will be paid by the Trustee within 10 days of notification.
3. Payment for incomplete or inadequate vouchers may be delayed.

Invoice #	Date	Description	Fund	Ops	Base Sub	Sub Elem	Obj	Amount
4951	12/1/15	LEACHATE TRANSPORTATION	660	000	537	10	41	\$4688.46

I, the undersigned do hereby certify under penalty of perjury, that the materials have been furnished, the services rendered or the labor performed as described herein, and that the claim is a just, due and unpaid obligation against Pacific County, and that I am authorized to authenticate and certify to said claim.


PRES.
12/1/15
 Signature Title Date

Reviewed by: 

 Faith Taylor, Director Date
 Department of Community Development

NOTIFICATION TO TRUSTEE FOR PAYMENT OR REIMBURSEMENT: The Board of Health has determined that these expenditures as represented and documented are in accordance with the "Plan" or otherwise justified and approves such expense according to the Revised Trust Agreement.

Chairman, Pacific County Board of Health

Date

ROYAL HEIGHTS TRANSFER STATION, INC.
114 AIRPORT RD.
RAYMOND, WA 98577

Invoice

DATE	INVOICE #
12/1/2015	4951

RAINBOW VALLEY LANDFILL, INC. 114 Airport Rd. Raymond, WA 98577

P.O. NUMBER	TERMS
	net 10

DUE DATE
12/11/2015

SERVICED	QUANTITY	DESCRIPTION	AMOUNT
11/30/2015	366,000	Gallons - Wastewater Hauling (LEACHATE) @\$12.81/1000	4,688.46

Balance Due	\$4,688.46
--------------------	-------------------

Date	<u>loads</u>		
11/1/2015	3		
2	3		
3	2		
4	1		
5	2		
6	1		
7	2		
8	2		
9	1		
10	2		
11	1		
12	1		
13	4		
14	3		
15	3		
16	3		
17	4		
18	2		
19	2		
20	3		
21	2		
22	2		
23	2		
24	2		
25	1		
26	1		
27	2		
28	1		
29	1		
30	2		
	61		
	<i>total gallons</i>		366000
		TOTAL	\$4,688.46



CITY OF RAYMOND

230 2ND STREET
RAYMOND, WA. 98577
360-942-4100 fax 360-942-4137

Invoice No.

103

INVOICE

Customer

Name RAINBOW VALLEY LANDFILL, INC.
Address 114 AIRPORT ROAD
City RAYMOND State WA. ZIP 98577
Phone _____

Date 12/1/2015
Order No. _____
Rep _____
FOB _____

Qty	Description	Unit Price	TOTAL
1	LEACHATE DISPOSAL NOVEMBER 2015	\$2,745.00	\$2,745.00
1	ROAD MAINTENANCE	\$10.00	\$10.00

Payment Details

- Cash
- Check
- Credit Card

Name _____
CC # _____
Expires _____

SubTotal	\$2,755.00
Shipping & Handling	
Taxes State	\$0.00
TOTAL	\$2,755.00

Office Use Only

THANK YOU FOR YOUR BUSINESS!

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

**Tuesday, December 22, 2015
9:00AM or shortly thereafter**

The Board of County Commissioners meeting will be called to order following the business of the Local Board of Health

AGENDA

All matters listed within the Consent Agenda have been distributed to each County Commissioner for review and are considered routine. Consent Agenda items will be approved by one motion of the Board of County Commissioners with no separate discussion. If separate discussion is desired on a certain item, that item may be removed from the Consent Agenda at the request of a Commissioner, for action later.

PUBLIC HEARING *(held in the Commissioners Conference Room unless otherwise noted)*
10:00 AM Budget supplemental requests

WORKSHOPS/MEETINGS *(held in the Commissioners Conference Room unless otherwise noted)*
10:30 AM Workshop re: Recreation & Conservation Office Grant

Call to Order

Public Comment for items not listed on the agenda *(limited to three minutes per person)*

YEARS OF SERVICE AWARDS:

10 Years: Tim Martindale (PACCOM)
Cindy Vaughn (DPW)

20 Years: Mary Lou Rogers (Auditor)

CONSENT ITEMS (Items 1-11)

Department of Public Works

- 1) Approve continuation of Port Blakely Tree Farms bond pertaining to Road Haul Permit 2016-5
- 2) Approve continuation of North Fork Timber bond pertaining to Road haul Permit 2016-3

Department of Community Development

- 3) Notice of Eric Weiberg's probation completion, effective December 22, 2015
- 4) Approve Amendment #1 to the Agreement for Professional Services with the Watershed Company pertaining to the Critical Areas Ordinance amendments

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

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

Sheriff's Office

- 5) Approve disposal of radio antenna in accordance with Personal Property Inventory Procedure
- 6) Notice of hire of Samantha Anderson, Telecommunicator, effective January 3, 2015
- 7) Approve Amendment A to WA State Military Department Grant #E15-065; authorize Chair to sign

Superior Court

- 8) Approve amendment of Contract for Interpreter Services with Pete Hinton

General Business

- 9) Approve Change in Status for Brooke Andrews, Amanda Bennett, Ed Darcher, Elaine Fosse, Kim Hamilton, Nancy Jones, Dawn Lorton, Jeff Nesbitt, Becky Nissell, Josh Sedy, Scott Turnbull, Janice Wilson, and Randy Wilson, effective January 1, 2015
- 10) Approve Amendment #1 to Contract for Services with the Port of Ilwaco for the Halton Property Development Project
- 11) Approve Vendor Claims:
Warrants Numbered 130040 thru 130157 - \$635,662.94

ITEMS REGARDING DEPARTMENT OF PUBLIC WORKS

- 12) Accept resignation of Charles (Ray) Lucas, Road Maintenance Technician II; authorize advertising and filling of vacant position
- 13) Consider approval of request to purchase two Sheriff's Office vehicles
- 14) Consider approval of request to return Payment and Performance Bond regarding the U Street Resurfacing Project by Naselle Rock & Asphalt Co.
- 15) Accept resignation of Fair Maintenance Manager, Steve Stigar and authorize advertising and filling of vacant position

ITEMS REGARDING DEPARTMENT OF COMMUNITY DEVELOPMENT

- 16) Consider approval of Contract No. 1613 with the WA State Conservation Commission for the Voluntary Stewardship Program Workplan Development; authorize Chair to sign
- 17) Consider approval of request to issue Request for Proposal and interview consultants for the administration of the Voluntary Stewardship Program
- 18) Consider adoption of Resolution 2015-_____ amending the fee schedule
- 19) Consider approval of Interagency Agreement 15-04999 with the WA Department of Fish and Wildlife and authorize Chair to sign; consider approval of Interagency Agreement with the Pacific Conservation District for administering and operating the Marine Resource Committee
- 20) Consider approval of Funding Board Project Agreement #15-1385P with the WA State Recreation and Conservation Office and authorize Chair to sign; consider approval of Interagency Agreement with Pacific Conservation District for coordinating salmon recovery by project sponsors

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ITEMS REGARDING HEALTH & HUMAN SERVICES

- 21) Consider approval of Contract #2016-17 CCAP Housing with Coastal Community Action Program to employ two housing advocates and provide very low income and homeless housing

ITEMS REGARDING JUVENILE COURT ADMINISTRATION

- 22) Consider approval of Professional Services Agreement with Dispute Resolution Center of Grays Harbor and Pacific Counties for “We’re in This Together” programs
- 23) Consider approval of increase to 0.90 FTE for Senior Legal Assistant, Shannon Pettit

ITEMS REGARDING ASSESSOR’S OFFICE

- 24) Consider approval of promotion of Cindy Howard to Senior Appraiser, effective January 1, 2016

ITEMS REGARDING SHERIFF’S OFFICE

- 25) Confirm Sheriff’s signature on the Statement of Terms, Conditions, and Warranties of Sale
- consider approval of request to purchase mounting assembly for the Automated License Plate Reader from 3M Company
 - consider adoption of Resolution 2015-_____ recognizing and authorizing purchase from a single source of supply/provider
- 26) Consider approval of Professional Services Agreement with Patty Marsden as Spillman Systems Administrator
- 27) Consider approval of request to issue Request for Proposal (RFP) for PCEMA Continuity of Operations/Continuity of Government Planning
- 28) Consider approval of request to purchase two 92) Liberty Fatboy Jr. gun safes from Northwest Safe Company
- 29) Consider approval of request to purchase radar speed trailer from Kustom Signals

ITEMS REGARDING BOARDS AND COMMISSIONS

- 30) Consider approval of the appointment of Bill Grennan (alternate) to fill an unexpired regular member term on the Board of Adjustment

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ITEMS REGARDING GENERAL BUSINESS

- 31) Consider adoption of Resolution 2015-_____ modifying the Personnel Policy and amending the Chief Deputy, Senior Appraiser, District Court Clerk/Administrator, Legal Assistant, Facilities Maintenance Supervisor and the Facilities Maintenance Assistant job descriptions
- 32) Confirm Chair's signature on letter of support to DSHS Division of Behavioral Health & Recovery for marijuana tax funds to provide substance abuse prevention services
- 33) Consider adoption of Resolution 2015-_____ creating Fund 161 PACCOM Special Account
- 34) Consider adoption of Resolution 2015-_____ pertaining to Governmental Accounting Standards Board Statement No. 54 (GASB 54)
- 35) Consider approval of Memorandum of Understanding with Local 367 pertaining to annual clothing allowance; authorize Chair to sign
- 36) Consider approval of Memorandum of Understanding with PACCOM Member Agencies pertaining to the receipt and expenditure of funds from the 1/10th of 1% sales tax increase
- 37) Consider approval of Interlocal Agreement pertaining to the Pacific Mountain Workforce Region Workforce Investment Act Implementation
- 38) Consider adoption of Resolution 2015-_____ pertaining to fy2015 budget category transfers
- 39) Consider approval of Interlocal Agreement with City of Ilwaco for repayment of radio dispatch equipment
- 40) Consider approval of Indigent Defense Contracts
- 41) Confirm Chairman Rogers' signature on WA State Office of Public Defense Agreement No. ICA16270
- 42) Consider approval of two (2) Memorandum of Understandings with Local 367C pertaining to regrading of four (4) positions and amendment of Senior Appraiser job description

EXECUTIVE SESSION

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

PUBLIC HEARING – 10:00AM

- 44) Consider adoption of Resolution 2015-_____ authorizing fy2015 supplemental budget appropriations

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12/22/15
BOCC Mtg

(5)

Years of Service Report December 2015

Total Years of Service

<i>Employee Name</i>	<i>Date of Hire</i>	<i>Calculation Date</i>	<i>ID Number</i>
Timothy F. Martindale	12/4/2005	12/1/2005	MARTT
Cindy Vaughn	9/13/2006	12/1/2005	VAUGC

Total Years of Service

<i>Employee Name</i>	<i>Date of Hire</i>	<i>Calculation Date</i>	<i>ID Number</i>
Mary Lou Rogers	9/12/1995	12/1/1995	ROGEM

Friday, December 04, 2015

ok per Alex

C: Lisa - KB



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

REQUESTED MEETING DATE:
12/22/15

AGENDA REQUEST FORM

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

Agenda Item #: 1

BOCC ACTION: APPROVED DENIED

Initial: _____ Date: _____

SUBJECT TO ADEQUATE BUDGET APPROPRIATIONS

NO ACTION TAKEN/WITHDRAWN

DEFERRED TO: _____

Review Clerk of the Board

Risk Mgmt

CONTINUED TO DATE: _____ TIME: _____

Legal Required

OTHER: _____

DISTRIBUTION LIST:

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

AGENDA ITEM REQUEST

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

DEPARTMENT/OFFICE: DPW	DIVISION (if applicable): Roads
OFFICIAL NAME & TITLE: Mike Collins, Director/County Engineer	PHONE / EXT: 3368
SIGNATURE: _____	DATE: _____
NARRATIVE OF REQUEST Port Blakely Tree Farms submitted Road Haul 2016-5 for hauling on North River Road. They have a bond in the amount of \$5,825 and have requested to continue this bond to the 2016 hauling season. This bond is on file with DPW Accounting. Please approve continuation of this bond.	
RECOMMENDED MOTION (To Be Completed by the Clerk/Deputy Clerk of the Board) Approve continuation of Port Blakely Tree Farms bond pertaining to Road Haul Permit 2016-5	



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REQUESTED MEETING DATE:
12/22/15

AGENDA REQUEST FORM

TO BE COMPLETED BY CLERK OF THE BOARD / DEPUTY CLERK OF THE BOARD	
<p>BOCC ACTION: <input type="checkbox"/> APPROVED <input type="checkbox"/> DENIED</p> <p><input type="checkbox"/> SUBJECT TO ADEQUATE BUDGET APPROPRIATIONS</p> <p><input type="checkbox"/> NO ACTION TAKEN/WITHDRAWN <input type="checkbox"/> DEFERRED TO: _____</p> <p><input type="checkbox"/> CONTINUED TO DATE: _____ TIME: _____</p> <p><input type="checkbox"/> OTHER: _____</p>	<p style="text-align: right;">Agenda Item #: <u>2</u></p> <hr/> <p style="text-align: right;">Initial: _____ Date: _____</p> <p style="text-align: right;">Review <input type="checkbox"/> Clerk of the Board</p> <p style="text-align: right;"><input type="checkbox"/> Risk Mgmt</p> <p style="text-align: right;"><input type="checkbox"/> Legal Required</p>
DISTRIBUTION LIST:	
<input type="checkbox"/> RF <input type="checkbox"/> Assessor <input type="checkbox"/> DPW <input type="checkbox"/> PACCOM <input type="checkbox"/> Superior Court	
<input type="checkbox"/> CF <input type="checkbox"/> Auditor <input type="checkbox"/> PCEMA <input type="checkbox"/> PC Fair <input type="checkbox"/> Treasurer	
<input type="checkbox"/> SEA <input type="checkbox"/> Clerk <input type="checkbox"/> Health <input type="checkbox"/> Prosecutor <input type="checkbox"/> Veg Mgmt	
<input type="checkbox"/> Civil Service <input type="checkbox"/> Juvenile <input type="checkbox"/> SDC <input type="checkbox"/> WSU Ext.	
<input type="checkbox"/> DCD <input type="checkbox"/> NDC <input type="checkbox"/> Sheriff <input type="checkbox"/> Other	

AGENDA ITEM REQUEST

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

DEPARTMENT/OFFICE: DPW	DIVISION (if applicable): Roads
OFFICIAL NAME & TITLE: Mike Collins, Director/County Engineer	PHONE / EXT: 3368
SIGNATURE: _____	DATE: _____
<p>NARRATIVE OF REQUEST</p> <p>North Fork Timber has submitted Road Haul Permit No. 2016-3 and have requested continuation of Bond No. 105380750 in the amount of \$15,780 for the 2016 haul season.</p> <p>The original bond will be on file with DPW.</p>	
<p>RECOMMENDED MOTION (To Be Completed by the Clerk/Deputy Clerk of the Board)</p> <p style="text-align: center;">Approve continuation of North Fork Timber bond pertaining to Road haul Permit 2016-3</p>	



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

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

REQUESTED MEETING DATE:
12/22/15

AGENDA REQUEST FORM

TO BE COMPLETED BY CLERK OF THE BOARD / DEPUTY CLERK OF THE BOARD	
BOCC ACTION: <input type="checkbox"/> APPROVED <input type="checkbox"/> DENIED <input type="checkbox"/> SUBJECT TO ADEQUATE BUDGET APPROPRIATIONS <input type="checkbox"/> NO ACTION TAKEN/WITHDRAWN <input type="checkbox"/> DEFERRED TO: _____ <input type="checkbox"/> CONTINUED TO DATE: _____ TIME: _____ <input type="checkbox"/> OTHER: _____	Agenda Item #: <u>3</u> Initial: _____ Date: _____ Review <input type="checkbox"/> Clerk of the Board <input type="checkbox"/> Risk Mgmt <input type="checkbox"/> Legal Required
DISTRIBUTION LIST:	
<input type="checkbox"/> RF <input type="checkbox"/> Assessor <input type="checkbox"/> DPW <input type="checkbox"/> CF <input type="checkbox"/> Auditor <input type="checkbox"/> PCEMA <input type="checkbox"/> SEA <input type="checkbox"/> Clerk <input type="checkbox"/> Health <input type="checkbox"/> Civil Service <input type="checkbox"/> Juvenile <input type="checkbox"/> DCD <input type="checkbox"/> NDC	<input type="checkbox"/> PACCOM <input type="checkbox"/> Superior Court <input type="checkbox"/> PC Fair <input type="checkbox"/> Treasurer <input type="checkbox"/> Prosecutor <input type="checkbox"/> Veg Mgmt <input type="checkbox"/> SDC <input type="checkbox"/> WSU Ext. <input type="checkbox"/> Sheriff <input type="checkbox"/> Other

AGENDA ITEM REQUEST

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

DEPARTMENT/OFFICE: Community Development	DIVISION (if applicable): Admin
OFFICIAL NAME & TITLE: Megan McNelly	PHONE / EXT: 875-9356
SIGNATURE:	DATE: 12/9/2015
NARRATIVE OF REQUEST	
FYI - Eric Weiberg will complete his six month probationary period December 22, 2015.	
RECOMMENDED MOTION (To Be Completed by the Clerk/Deputy Clerk of the Board)	



REQUESTED MEETING DATE:

12/22/15

AGENDA REQUEST FORM

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

Agenda Item #: 4

BOCC ACTION: APPROVED DENIED

Initial: _____ Date: _____

SUBJECT TO ADEQUATE BUDGET APPROPRIATIONS

Review Clerk of the Board

NO ACTION TAKEN/WITHDRAWN

DEFERRED TO: _____

Risk Mgmt

CONTINUED TO DATE: _____ TIME: _____

Legal Required

OTHER: _____

DISTRIBUTION LIST:

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

AGENDA ITEM REQUEST

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

DEPARTMENT/OFFICE: Community Development	DIVISION (if applicable): Planning
OFFICIAL NAME & TITLE: Megan McNelly	PHONE / EXT: 875-9356
SIGNATURE:	DATE: 12/14/2015
NARRATIVE OF REQUEST The Department is requesting the BOCC approve Amendment #1 of the CAO agreement with the Watershed Company to amend the deliverable dates. Dates were moved from December into January. There is no change to the budget.	
RECOMMENDED MOTION (To Be Completed by the Clerk/Deputy Clerk of the Board) Approve Amendment #1 to the Agreement for Professional Services with the Watershed Company pertaining to the Critical Areas Ordinance amendments	

AGREEMENT FOR PROFESSIONAL SERVICES
Between
Pacific County
and the
The Watershed Company
Amendment #1

WHEREAS, the Professional Services Agreement between Pacific County and the Watershed Company (TWC) effective the 12st of May 2015, allows for amendment to the general scope of the Agreement and the services to be performed; and

WHEREAS, there is a need to revise Exhibit A, Scope of Work, to extend the date of deliverables;

NOW, THEREFORE, Task 2 and Task 3 shall be revised as follows:

1. Task 2. Final Adoption Draft for the CAO will be due January 20th, 2016.
2. Task 3. The last public meeting will be in January 2016.

All other terms and conditions within the Agreement shall remain the same.

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed
This ____ day of _____ 2015.

BOARD OF COUNTY COMMISSIONERS
PACIFIC COUNTY, WASHINGTON

Board of County Commissioners

Steve Rogers, Chair

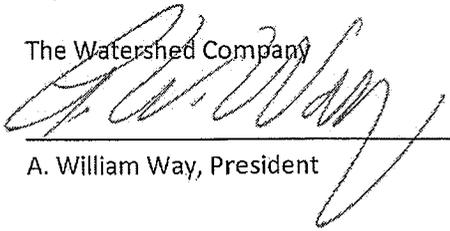
Lisa Ayers, Commissioner

Frank Wolfe, Commissioner

ATTEST:

Marie Guernsey, Clerk of the Board

The Watershed Company



A. William Way, President



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

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REQUESTED MEETING DATE:

12/22/2015

AGENDA REQUEST FORM

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

Agenda Item #: 5

BOCC ACTION: APPROVED DENIED

Initial: _____ Date: _____

SUBJECT TO ADEQUATE BUDGET APPROPRIATIONS

NO ACTION TAKEN/WITHDRAWN

DEFERRED TO: _____

Review Clerk of the Board

Risk Mgmt

CONTINUED TO DATE: _____ TIME: _____

Legal Required

OTHER: _____

DISTRIBUTION LIST:

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

AGENDA ITEM REQUEST

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

DEPARTMENT/OFFICE: Pacific County Sheriff's Office	DIVISION (if applicable): PCEMA
OFFICIAL NAME & TITLE: Scott McDougall, Deputy Director	PHONE / EXT: 360875-9338
SIGNATURE: 	DATE: 12/15/2015
NARRATIVE OF REQUEST Request permission to dispose of SteppIR Radio Antenna which had been installed at the Long Beach EOC. This antenna was damaged by the windstorm on August 29 of this year. A new antenna has been purchased and installed the old antenna is not usable in its current condition. PCEMA is requesting to dispose of the antenna according to county policies.	
RECOMMENDED MOTION <u>(To Be Completed by the Clerk/Deputy Clerk of the Board)</u> Approve disposal of radio antenna in accordance with Personal Property Inventory Procedures	



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 98586 Phone 360/875.9337 * Fax 360/875.9335

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 month, beginning at 9 a.m.

REQUESTED MEETING DATE:

December 22, 2015

AGENDA REQUEST FORM

TO BE COMPLETED BY CLERK OF THE BOARD / DEPUTY CLERK OF THE BOARD				
		Agenda Item#: <u>6</u>		
BOCC ACTION:	<input type="checkbox"/> APPROVED	<input type="checkbox"/> DENIED	Initial: _____	Date: _____
<input type="checkbox"/> SUBJECT TO ADEQUATE BUDGET APPROPRIATIONS			Review <input type="checkbox"/> Clerk of the Board	
<input type="checkbox"/> NO ACTION TAKEN/WITHDRAWN	<input type="checkbox"/> DEFERRED TO: _____			<input type="checkbox"/> Risk Mgmt
<input type="checkbox"/> CONTINUED TO DATE: _____	TIME: _____			<input type="checkbox"/> Legal Required
<input type="checkbox"/> OTHER: _____				
DISTRIBUTION LIST:				
<input type="checkbox"/> RF	<input type="checkbox"/> Assessor	<input type="checkbox"/> DPW	<input type="checkbox"/> NDC	<input type="checkbox"/> Superior Court
<input type="checkbox"/> CF	<input type="checkbox"/> Auditor	<input type="checkbox"/> EMA	<input type="checkbox"/> PACCOM	<input type="checkbox"/> Treasurer
<input type="checkbox"/> SEA	<input type="checkbox"/> Clerk	<input type="checkbox"/> Fair	<input type="checkbox"/> Prosecutor	<input type="checkbox"/> Veg Mgmt
	<input type="checkbox"/> Civil Service	<input type="checkbox"/> Health	<input type="checkbox"/> SDC	<input type="checkbox"/> WSU Ext.
	<input type="checkbox"/> DCD	<input type="checkbox"/> Juvenile	<input type="checkbox"/> Sheriff	<input type="checkbox"/> Other

AGENDA ITEM REQUEST

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

DEPARTMENT/OFFICE: Pacific County Sheriff's Office	DIVISION (if applicable): Communications
OFFICIAL NAME & TITLE: Stephanie Fritts, Chief Deputy	PHONE / EXT: 3340
SIGNATURE:	DATE: December 4, 2015
NARRATIVE OF REQUEST This is courtesy notice of the hire of Samantha Anderson, effective January 3, 2016 as a Telecommunicator. Ms. Anderson will fill the vacancy created by the resignation of Bobbie Jo Bighill. Ms. Anderson has successfully completed all required testing and examinations of the position and will fill a budgeted entry level position. A new employee form accompanies this notice.	
RECOMMENDED MOTION (To Be Completed by the Clerk/Deputy Clerk of the Board) Notice of hire of Samantha Anderson, Telecommunicator, Step 1, effective January 3, 2015, subject to adequate budget appropriations	



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

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

REQUESTED MEETING DATE:

12/22/2015

AGENDA REQUEST FORM

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

Agenda Item#: 7

BOCC ACTION: APPROVED DENIED

Initial: _____ Date: _____

SUBJECT TO ADEQUATE BUDGET APPROPRIATIONS

NO ACTION TAKEN/WITHDRAWN

DEFERRED TO: _____

Review Clerk of the Board

Risk Mgmt

CONTINUED TO DATE: _____ TIME: _____

Legal Required

OTHER: _____

DISTRIBUTION LIST:

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| <input type="checkbox"/> RF | <input type="checkbox"/> Assessor | <input type="checkbox"/> DPW | <input type="checkbox"/> NDC | <input type="checkbox"/> Superior Court |
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| <input type="checkbox"/> SEA | <input type="checkbox"/> Clerk | <input type="checkbox"/> Fair | <input type="checkbox"/> Prosecutor | <input type="checkbox"/> Veg Mgmt |
| | <input type="checkbox"/> Civil Service | <input type="checkbox"/> Health | <input type="checkbox"/> SDC | <input type="checkbox"/> WSU Ext. |
| | <input type="checkbox"/> DCD | <input type="checkbox"/> Juvenile | <input type="checkbox"/> Sheriff | <input type="checkbox"/> Other |

AGENDA ITEM REQUEST

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

DEPARTMENT/OFFICE: Pacific County Sheriff's Office DIVISION (if applicable): PCEMA

OFFICIAL NAME & TITLE: Scott McDougall, Deputy Director PHONE / EXT: 360875-9338

SIGNATURE:  DATE: 12/15/2015

NARRATIVE OF REQUEST
 Request approval of contract extension for Hazard Mitigation Planning Grant contract #E15-065 and request chair to sign. This is an extension to allow time for FEMA and WA EMD approval of submitted plan. No other terms of the contract are changed.

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

Approve Amendment A to WA State Military Department Grant #E15-065, and authorize Chair to sign

**Washington State Military Department
AMENDMENT**

1. SUB-GRANTEE NAME/ADDRESS: Pacific County Emergency Mgmt Agency P.O. Box 101 South Bend, WA 98586-0101		2. GRANT NUMBER: E15-065	3. AMENDMENT NUMBER: A
4. SUB-GRANTEE CONTACT, PHONE/EMAIL: Stephanie Fritts, 360-875-9340 sfritts@co.pacific.wa.us		5. DEPARTMENT CONTACT, PHONE/EMAIL: Brynne Walker Brynne.Walker@mil.wa.gov	
6. TIN or SSN: 91-6001356	7. CATALOG OF FEDERAL DOMESTIC ASST. (CFDA) #: 97.047 (PDM)	8. FUNDING SOURCE NAME/AGREEMENT EMS-2014-PC-0007	
9. FUNDING AUTHORITY: Washington State Military Department (Department) and the Federal Emergency Management Agency (FEMA)			
10. DESCRIPTION/JUSTIFICATION OF AMENDMENT, MODIFICATION, OR CHANGE ORDER: The purpose of this Amendment is to revise the Project Development Schedule, Attachment 2, extending the Grant Agreement End Date by 8 months. The applicant is requesting additional time to adopt the plan. The Department submitted a Period of Performance extension request to FEMA for approval of the pending extension on November 3, 2015. This amendment is contingent upon FEMA's approval of the time extension.			
11. AMENDMENT TERMS AND CONDITIONS: <ol style="list-style-type: none"> The original overall grant amount of \$60,000 F, L; up to \$45,000 F, \$15,000L, remains unchanged. Change the Period of Performance End Date from January 9, 2016 to September 9, 2016. Replace the original Project Development Schedule, Attachment 2 with the revised Project Development Schedule, attached. No work can be done on this project after January 9, 2016, until FEMA approves the extension request. Once an extension is approved by FEMA, work can continue on this project until September 9, 2016 or the date specified by FEMA. The county will be notified by either email or letter when FEMA has made its decision. 			
This Amendment is incorporated in and made a part of the Grant Agreement. Except as amended herein, all other terms and conditions of the Grant Agreement remain in full force and effect. Any reference in the original Grant Agreement or an Amendment to the "Grant Agreement" shall mean "Grant Agreement as amended". The Department and Sub-Grantee acknowledge and accept the terms of this Amendment as identified above, effective on the final date of execution below. By signing this Amendment, the signatories warrant they have the authority to execute this Amendment.			
IN WITNESS WHEREOF, the parties have executed this Amendment:			
FOR THE DEPARTMENT:		FOR THE SUB-GRANTEE:	
<hr/> Signature _____ Date _____ Richard A. Woodruff, Contracts Administrator Washington State Military Department		<hr/> Signature _____ Date _____ Steven Rogers, Chair Pacific County Board of Commissioners	
BOILERPLATE APPROVED AS TO FORM: Brian E. Buchholz (signature on file) 6/13/2012 Assistant Attorney General		APPROVED AS TO FORM: <hr/> Applicant's Legal Review	

Form Date: 10/27/00

REVISED PROJECT DEVELOPMENT SCHEDULE

APPLICANT: Pacific County
 PROJECT TITLE: Pacific County Hazard Mitigation Plan Update

DESCRIPTION OF ACTIVITY/TASK	SCHEDULED COMPLETION DATE
Project Initiation and consultant selection	November, 2014
Hazard assessment and analysis review/revision	January, 2015
Collection of additional data from partner agencies	February, 2015
Draft revision of HIVA to incorporate WA DNR Hazus data.	March, 2015
Develop/revise mitigation strategies	May, 2015
Conduct public forums regarding proposed mitigation strategies	June, 2015
Develop draft mitigation plan update	August, 2015
Review and comment of draft by planning committee	September, 2015
Presentation of draft plan to public for comment	September, 2015
Revision of initial draft based on public comment	October, 2015
Plan to WAEMD and FEMA for review.	November 2015
Plan adoption assuming FEMA approval	August/ September 2016
Total Time Required to Complete This Project: 22 months	
Total Time Required to Complete This Project: 22 months	
Quarterly Reports Due on Project Progress, Final Project Report and all documentation, site visits and inspections.	January 15, 2014; April 15, 2014; July 15, 2014; October 15, 2014 January 15, 2015; April 15, 2015; July 15, 2015; October 15, 2015; January 15, 2016; April 15, 2016; July 15, 2016; October 15, 2016;



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 month, beginning at 9 a.m.

REQUESTED MEETING DATE:

12/22/2015

AGENDA REQUEST FORM

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

Agenda Item#: 8

BOCC ACTION: APPROVED DENIED

Initial: _____ Date: _____

SUBJECT TO ADEQUATE BUDGET APPROPRIATIONS

Review Clerk of the Board

NO ACTION TAKEN/WITHDRAWN DEFERRED TO: _____

Risk Mgmt

CONTINUED TO DATE: _____ TIME: _____

Legal Required

OTHER: _____

DISTRIBUTION LIST:

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| <input type="checkbox"/> SEA | <input type="checkbox"/> Clerk | <input type="checkbox"/> Fair | <input type="checkbox"/> Prosecutor | <input type="checkbox"/> Veg Mgmt |
| | <input type="checkbox"/> Civil Service | <input type="checkbox"/> Health | <input type="checkbox"/> SDC | <input type="checkbox"/> WSU Ext. |
| | <input type="checkbox"/> DCD | <input type="checkbox"/> Juvenile | <input type="checkbox"/> Sheriff | <input type="checkbox"/> Other |

AGENDA ITEM REQUEST

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

DEPARTMENT/OFFICE: Superior Court	DIVISION (if applicable):
OFFICIAL NAME & TITLE: Angela Gilbert, Court Administrator	PHONE / EXT:
SIGNATURE:	DATE: 12/16/2015
NARRATIVE OF REQUEST	
RECOMMENDED MOTION (To Be Completed by the Clerk/Deputy Clerk of the Board)	
Approve amendment to Contract for Interpreter Services with Pete Hinton	



REQUESTED MEETING DATE:

12/22/2015

AGENDA REQUEST FORM

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

Agenda Item #: 9

BOCC ACTION: APPROVED DENIED

Initial: _____ Date: _____

SUBJECT TO ADEQUATE BUDGET APPROPRIATIONS

Review Clerk of the Board

NO ACTION TAKEN/WITHDRAWN

DEFERRED TO: _____

Risk Mgmt

CONTINUED TO DATE: _____ TIME: _____

Legal Required

OTHER: _____

DISTRIBUTION LIST:

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| <input type="checkbox"/> SEA | <input type="checkbox"/> Clerk | <input type="checkbox"/> Fair | <input type="checkbox"/> Prosecutor | <input type="checkbox"/> Veg Mgmt |
| | <input type="checkbox"/> Civil Service | <input type="checkbox"/> Health | <input type="checkbox"/> SDC | <input type="checkbox"/> WSU Ext. |
| | <input type="checkbox"/> DCD | <input type="checkbox"/> Juvenile | <input type="checkbox"/> Sheriff | <input type="checkbox"/> Other |

AGENDA ITEM REQUEST

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

DEPARTMENT/OFFICE: Commissioners Office	DIVISION (if applicable):
OFFICIAL NAME & TITLE: Marie Guernsey, Clerk of the Board	PHONE / EXT:
SIGNATURE: <i>mg</i>	DATE: 12/10/2015
NARRATIVE OF REQUEST Change in status forms have been submitted for those employees who had an increase in FTE, Grade change, and change from Contract employee to management per the adopted fy2016 budget.	
RECOMMENDED MOTION (To Be Completed by the Clerk/Deputy Clerk of the Board) Approve Change in Status for employees per attached, effective January 1, 2016, subject to adequate budget appropriations	

<u>EMPLOYEE</u>	<u>OFFICE/DEPT</u>	<u>CHANGE</u>
Andrews, Brooke	ASSR	1.0 FTE
Bennett, Amanda	GEN ADMIN	1.0 FTE
Darcher, Ed	VEG MGMT	Grade 11
Fosse, Elaine	PROS	Grade 10
Hamilton, Kim	SDC	Grade 11
Jones, Nancy	DPW	Grade 9
Lorton, Dawn	CLERK	Grade 13
Nesbitt, Jeff	VEG MGMT	Grade 14
Nissell, Becky	ASSR	Grade 13
Sedy, Josh	PROS	Grade 10
Turnbull, Scott	AUD	Grade 13
Wilson, Janice	NDC	Grade 11
Wilson, Randy	DPW	Grade 10



REQUESTED MEETING DATE:
12/22/2015

AGENDA REQUEST FORM

TO BE COMPLETED BY CLERK OF THE BOARD / DEPUTY CLERK OF THE BOARD				
	Agenda Item #:	10		
BOCC ACTION:	<input type="checkbox"/> APPROVED	<input type="checkbox"/> DENIED	Initial: _____	Date: _____
<input type="checkbox"/> SUBJECT TO ADEQUATE BUDGET APPROPRIATIONS			Review <input type="checkbox"/> Clerk of the Board	
<input type="checkbox"/> NO ACTION TAKEN/WITHDRAWN	<input type="checkbox"/> DEFERRED TO:			<input type="checkbox"/> Risk Mgmt
<input type="checkbox"/> CONTINUED TO DATE: _____	TIME: _____			<input type="checkbox"/> Legal Required
<input type="checkbox"/> OTHER: _____				
DISTRIBUTION LIST:				
<input type="checkbox"/> RF	<input type="checkbox"/> Assessor	<input type="checkbox"/> DPW	<input type="checkbox"/> NDC	<input type="checkbox"/> Superior Court
<input type="checkbox"/> CF	<input type="checkbox"/> Auditor	<input type="checkbox"/> EMA	<input type="checkbox"/> PACCOM	<input type="checkbox"/> Treasurer
<input type="checkbox"/> SEA	<input type="checkbox"/> Clerk	<input type="checkbox"/> Fair	<input type="checkbox"/> Prosecutor	<input type="checkbox"/> Veg Mgmt
	<input type="checkbox"/> Civil Service	<input type="checkbox"/> Health	<input type="checkbox"/> SDC	<input type="checkbox"/> WSU Ext.
	<input type="checkbox"/> DCD	<input type="checkbox"/> Juvenile	<input type="checkbox"/> Sheriff	<input type="checkbox"/> Other

AGENDA ITEM REQUEST

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

DEPARTMENT/OFFICE: Commissioners Office	DIVISION (if applicable):
OFFICIAL NAME & TITLE: Marie Guernsey, Clerk of the Board	PHONE / EXT:
SIGNATURE: _____	DATE: 12/14/2015
NARRATIVE OF REQUEST The Contract for Services with the Port of Ilwaco for the Halton Property Development Project was approved at your meeting of February 24, 2015. They are requesting the completion date be amended to March 31, 2016.	
RECOMMENDED MOTION (To Be Completed by the Clerk/Deputy Clerk of the Board) Approve Amendment #1 to the Contract for Services with the Port of Ilwaco for the Halton Property Development Project	

AMENDMENT #1
CONTRACT FOR SERVICES

Between
PACIFIC COUNTY, WASHINGTON
And
THE PORT OF ILWACO

WHEREAS, the Contract for Services between Pacific County – P O Box 187, South Bend, Washington, 98586-0187 (the “COUNTY”), and The Port of Ilwaco – P O Box 307, Ilwaco, WA 98624 (the “RECIPIENT”) was entered into the 24th day of February, 2015, and allows for contract modifications; and

WHEREAS, there is a need to amend sections of the Contract pertaining to the Halton Property Development Project to reflect adjustments in the contract end date;

NOW THEREFORE, Section 1 “Funding”, Section 5 “Payment Provisions” and Section 15 “Contract Period” are hereby amended as follows:

1. **FUNDING**

For one year beginning January 1, 2015 through March 31, 2016.

5. **PAYMENT PROVISIONS**

For one year beginning January 1, 2015, through March 31, 2016.

15. **CONTRACT PERIOD**

It will continue in effect through the 31st day of March, 2016, unless sooner terminated or extended as provided herein.

All other terms and conditions within the Contract shall remain in effect.

RECIPIENT (Port of Ilwaco)

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

Guy Glenn, Jr.
Port Manager

Date

Steve Rogers, Chair

ATTEST:

Frank Wolfe, Commissioner

Marie Guernsey
Clerk of the Board

Date

Lisa Ayers, Commissioner

COUNTY OF PACIFIC
VOUCHER APPROVAL TRANSMITTAL
VENDOR CLAIMS

The vouchers, hereinafter listed, have been audited and certified by the auditing officer as required by RCW 42.24.080 and those expenses/reimbursement claims have been certified as required by RCW 42.24.090 and have been recorded on the attached listing, which has been made available to the Board.

As of this date, December 22, 2015, the Board, by a unanimous/majority vote, does approve for payment, subject to adequate budget appropriations, those vouchers included in the attached list and further described as follows:

Vendors Claim Fund No. 692

130040 thru 130157 \$ 635,662.94

Warrants Dated: December 11, 2015

BOARD OF COUNTY COMMISSIONERS
PACIFIC COUNTY, WASHINGTON

AUDITED:

Auditor/Deputy Auditor

Chairman

ATTEST:

Clerk of the Board

Commissioner

Commissioner



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

REQUESTED MEETING DATE:
12/22/15

AGENDA REQUEST FORM

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

Agenda Item#: 12

BOCC ACTION: APPROVED DENIED

Initial: _____ Date: _____

SUBJECT TO ADEQUATE BUDGET APPROPRIATIONS

NO ACTION TAKEN/WITHDRAWN

DEFERRED TO: _____

Review Clerk of the Board

CONTINUED TO DATE: _____ TIME: _____

Risk Mgmt

Legal Required

OTHER: _____

DISTRIBUTION LIST:

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| <input type="checkbox"/> CF | <input type="checkbox"/> Auditor | <input type="checkbox"/> PCEMA | <input type="checkbox"/> PC Fair | <input type="checkbox"/> Treasurer |
| <input type="checkbox"/> SEA | <input type="checkbox"/> Clerk | <input type="checkbox"/> Health | <input type="checkbox"/> Prosecutor | <input type="checkbox"/> Veg Mgmt |
| | <input type="checkbox"/> Civil Service | <input type="checkbox"/> Juvenile | <input type="checkbox"/> SDC | <input type="checkbox"/> WSU Ext. |
| | <input type="checkbox"/> DCD | <input type="checkbox"/> NDC | <input type="checkbox"/> Sheriff | <input type="checkbox"/> Other |

AGENDA ITEM REQUEST

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

DEPARTMENT/OFFICE: <u>DPW</u>	DIVISION (if applicable): <u>Roads</u>
OFFICIAL NAME & TITLE: <u>Mike Collins, Director/County Engineer</u>	PHONE / EXT: <u>3368</u>
SIGNATURE: _____	DATE: _____
NARRATIVE OF REQUEST <u>Accept resignation of Charles (Ray) Lucas and authorize advertising of Road Maintenance Technician II.</u>	
RECOMMENDED MOTION (To Be Completed by the Clerk/Deputy Clerk of the Board) <u>Accept resignation of Charles (Ray) Lucas, Road Maintenance Technician II and authorize advertising and filling of vacant position</u>	



AGENDA REQUEST FORM

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

Agenda Item#: 13

BOCC ACTION: APPROVED DENIED

Initial: _____ Date: _____

SUBJECT TO ADEQUATE BUDGET APPROPRIATIONS

NO ACTION TAKEN/WITHDRAWN DEFERRED TO: _____

CONTINUED TO DATE: _____ TIME: _____

OTHER: _____

Review Clerk of the Board
 Risk Mgmt
 Legal Required

DISTRIBUTION LIST:

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

AGENDA ITEM REQUEST

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

DEPARTMENT/OFFICE: DPW	DIVISION (if applicable): ERR
OFFICIAL NAME & TITLE: Andi Harland	PHONE / EXT: 2274
SIGNATURE:	DATE: 12/9/15
NARRATIVE OF REQUEST For the Board's consideration, request approval for (2) new Sheriff's vehicles. Breakdown as follows: (2) Chev Tahoe with tax \$104,744.36 (see quote) (2) Upfitting \$21,400 (estimate only) Total Cost for Vehicle Purchase \$126,144.36 Budget approval of \$46,253.03 (1/2 of existing reserves) to be applied Replacement Reserves for S181 of \$10,761.35 to be applied Replacement Reserves for S184 of \$14,717.62 to be applied TOTAL CAPITAL REQUEST \$54,412.36	
RECOMMENDED MOTION (To Be Completed by the Clerk/Deputy Clerk of the Board) Approve purchase of two (2) Chevrolet Tahoe's from state bid in an amount not to exceed \$54,412.36, including taxes and upfitting for both vehicles, subject to adequate budget appropriations	

Veh. Quote 2015-11-208

PACIFIC COUNTY SHERIFF'S OFFICE
FY2016 VEHICLE REQUEST

VEHICLE	MILEAGE AS OF 9/30	PURCHASE PRICE	UPFITTING	TAX	TOTAL VEHICLE COST	+/- PROJ YE RESERVES (+LOSS/-PROFIT)	PROJ CONTRIBUTED CAPITAL NEEDED
S181	144,240	\$46,000.00	\$10,700.00	\$4,479.30	\$61,179.30	(\$10,761.35)	\$50,417.95
S184	138,000	\$46,000.00	\$10,700.00	\$4,479.30	\$61,179.30	(\$14,717.62)	\$46,461.68

CONTRIBUTED CAPITAL SUB-TOTAL \$96,879.63
 LESS 1/2 REPLACEMENT RESERVES (\$46,253.03)
 CONTRIBUTED CAPITAL GENERAL FUND **\$50,626.60**

104,744.36+
 10,700.00+
 10,700.00+
 126,144.36*+

 126,144.36+
 46,253.03-
 10,761.35-
 14,717.62-
 54,412.36*+



Board of Pacific County Commissioners
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 month, beginning at 9 a.m.

REQUESTED MEETING DATE:
 12/22/15

AGENDA REQUEST FORM

TO BE COMPLETED BY CLERK OF THE BOARD / DEPUTY CLERK OF THE BOARD	
<p>BOCC ACTION: <input type="checkbox"/> APPROVED <input type="checkbox"/> DENIED</p> <p><input type="checkbox"/> SUBJECT TO ADEQUATE BUDGET APPROPRIATIONS</p> <p><input type="checkbox"/> NO ACTION TAKEN/WITHDRAWN <input type="checkbox"/> DEFERRED TO: _____</p> <p><input type="checkbox"/> CONTINUED TO DATE: _____ TIME: _____</p> <p><input type="checkbox"/> OTHER: _____</p>	<p>Agenda Item #: <u>14</u></p> <p>Initial: _____ Date: _____</p> <p>Review <input type="checkbox"/> Clerk of the Board</p> <p><input type="checkbox"/> Risk Mgmt</p> <p><input type="checkbox"/> Legal Required</p>
DISTRIBUTION LIST:	
<p><input type="checkbox"/> RF <input type="checkbox"/> Assessor <input type="checkbox"/> DPW <input type="checkbox"/> NDC</p> <p><input type="checkbox"/> CF <input type="checkbox"/> Auditor <input type="checkbox"/> EMA <input type="checkbox"/> PACCOM</p> <p><input type="checkbox"/> SEA <input type="checkbox"/> Clerk <input type="checkbox"/> Fair <input type="checkbox"/> Prosecutor</p> <p><input type="checkbox"/> Civil Service <input type="checkbox"/> Health <input type="checkbox"/> SDC</p> <p><input type="checkbox"/> DCD <input type="checkbox"/> Juvenile <input type="checkbox"/> Sheriff</p>	<p><input type="checkbox"/> Superior Court</p> <p><input type="checkbox"/> Treasurer</p> <p><input type="checkbox"/> Veg Mgmt</p> <p><input type="checkbox"/> WSU Ext.</p> <p><input type="checkbox"/> Other</p>

AGENDA ITEM REQUEST

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

DEPARTMENT/OFFICE: DPW	DIVISION (if applicable): ROADS
OFFICIAL NAME & TITLE: Mike Collins, Director/County Engineer	PHONE / EXT:
SIGNATURE:	DATE: 12-08-15
NARRATIVE OF REQUEST Having received the final releases from Employment Security, Dept of Labor and Industries and Dept. of Revenue, the U Street Resurfacing Project MP 1.71 (Bay Avenue) to MP 3.13 (Joe Johns Road) Project Number 1642, as constructed by Naselle Rock & Asphalt Co., Inc is complete. Please return the Payment and Performance Bond No. 757378P as accepted in the July 14, 2015 meeting to DPW to be held until completion of warranty period.	
RECOMMENDED MOTION (To Be Completed by the Clerk/Deputy Clerk of the Board) Approve return Payment and Performance Bond to Public Works until completion of warranty period regarding the U Street Resurfacing Project by Naselle Rock & Asphalt Co.	



REQUESTED MEETING DATE:
12/22/2015

AGENDA REQUEST FORM

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

Agenda Item #: 15

BOCC ACTION: APPROVED DENIED

Initial: _____ Date: _____

SUBJECT TO ADEQUATE BUDGET APPROPRIATIONS

NO ACTION TAKEN/WITHDRAWN

DEFERRED TO: _____

Review Clerk of the Board

Risk Mgmt

CONTINUED TO DATE: _____ TIME: _____

Legal Required

OTHER: _____

DISTRIBUTION LIST:

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| <input type="checkbox"/> SEA | <input type="checkbox"/> Clerk | <input type="checkbox"/> Fair | <input type="checkbox"/> Prosecutor | <input type="checkbox"/> Veg Mgmt |
| | <input type="checkbox"/> Civil Service | <input type="checkbox"/> Health | <input type="checkbox"/> SDC | <input type="checkbox"/> WSU Ext. |
| | <input type="checkbox"/> DCD | <input type="checkbox"/> Juvenile | <input type="checkbox"/> Sheriff | <input type="checkbox"/> Other |

AGENDA ITEM REQUEST

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

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

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

SIGNATURE:  DATE: 12/16/2015

NARRATIVE OF REQUEST
 Steve Stigar has resigned his position as the Fair Maintenance Manager, effective December 31, 2015. The Fair is requesting the Board of County Commissioners accept this resignation and allow the Fair Manager to advertise for the position of Fair Maintenance Manager.

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

Accept resignation of Fair Maintenance Manager, Steve Stigar, effective December 31, 2015, and authorize advertising and filling of vacant position



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

5

REQUESTED MEETING DATE:
 12/22/15

AGENDA REQUEST FORM

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

Agenda Item #: 16

BOCC ACTION: APPROVED DENIED

Initial: _____ Date: _____

SUBJECT TO ADEQUATE BUDGET APPROPRIATIONS

NO ACTION TAKEN/WITHDRAWN DEFERRED TO: _____

CONTINUED TO DATE: _____ TIME: _____

OTHER: _____

Review Clerk of the Board
 Risk Mgmt
 Legal Required

DISTRIBUTION LIST:

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

AGENDA ITEM REQUEST

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

DEPARTMENT/OFFICE: Community Development	DIVISION (if applicable): Planning	RECEIVED PACIFIC COUNTY
OFFICIAL NAME & TITLE: Faith Taylor-Eldred	PHONE / EXT: 875-9356	
SIGNATURE: _____	DATE: 12/9/2015	DEC 14 2015
NARRATIVE OF REQUEST <p>The Department has received an offer of funding from the Washington State Conservation Commission for the Voluntary Stewardship Program (VSP). The County elected to participate in the VSP in Resolution 2012-003.</p> <p>The Department is requesting the Board to approve the contract with the Washington State Conservation Commission for the development of Pacific County's Voluntary Stewardship Program (VSP) workplan. The contract will terminate June 30, 2016.</p> <p>The Department has established a Watershed workgroup from members of the public, affected jurisdictions, and representatives of private interest groups, as required by the contract. The list of members is included as attachment A. The workgroup will serve as the technical review committee for the workplan.</p> <p>Attachment B is the letter of acknowledgment being sent to the Washington State Conservation Commission.</p> <p>The letter, appointment of the Watershed workgroup, and contract approval must be completed by December 23, 2015, per RCW 36.70A-720-760.</p>		
RECOMMENDED MOTION (To Be Completed by the Clerk/Deputy Clerk of the Board) <p>Approve Contract No. 1613 with the WA State Conservation Commission for the Voluntary Stewardship Program Workplan and authorize Chair to sign; and acknowledge members of the technical review committee: Warren Cowell, Key McMurry, Kelly Rupp, Heather Gibbs, Brian Sheldon, Jim Rose, Stan Smith and Jim Sayce</p>		

GENERAL ADMINISTRATION
 BOARD OF COMMISSIONERS

Name of Contractor: Washington State Conservation Commission

Name of Contract/Agreement/Grant/Amendment #: (if amendment, provide copy of those pages being amended):

Indicate type:

- Intergovernmental/Interagency Employment/Special Services Agreement Federal Contract
 Memorandum of Understanding/Agreement Interoffice/Interdepartmental State Contract

- Contractor Type (check all that apply): For-Profit Private Organization/Individual
 Non-Profit Public Organization/Jurisdiction
 State Sub-Recipient
 Federal Other

Please indicate appropriate Tax Id #, Uniform Business Identification #, or Social Security # on Page 3 of this form.

TYPE OF REQUEST (Mark all that apply and provide breakdown of bid proposals along with all pertinent documentation):

- Public Works Project (RCW 39.04): Limited PW Process (<\$35,000) Limited PW Process (<\$40,000)
 Small PW Process (<\$300,000) PW Project (>\$300,000)
- Equipment, Materials, & Supplies (RCW 36.32): < \$5,000 (attach 3 bids) \$5,000-\$25,000 (use small works roster) >\$25,000 (competitive bids)
- Services / Leases: Architectural & Engineering Personal Services
 Lease (Personal Property i.e. copier, printer) Lease (Real)
 Telecomm & Data Processing Other (Describe) :

To be located at: _____

Exceptions to Bidding (Please provide appropriate documentation):

- Insurance/Bonds Emergency Event (Purchases/Public Works)
 Single (Sole) Source Purchase* Special Facilities/Market Conditions
*Resolution Required

PURCHASE UNDER ANOTHER AGENCY'S CONTRACT ("Piggybacking")

Please attach the following:

- Copy of Intergovernmental Agreement with other agency
- Confirmation that vendor agrees to participation
- Documentation that contract was awarded in compliance with bidding law
- Documentation that Agency posted bid/solicitation notice on its website or provided access link to the notice

- RFP RFQ Franchise Annexation Ordinance Resolution
 Appeal Inventory Acquisition/Disposal Tort Claim Call for Bids
 Open Space/Timber Classification Post, Advertise, Fill Position (New Employee Form Required)
 Other (please describe): _____

BACKGROUND/SUMMARY (include date of prior workshop and/or action, if applicable):

TOTAL COST/AMOUNT (include sales & use tax): 150,000.00

TOTAL TAX:

TOTAL SHIPPING/HANDLING:

EXPENDITURE FUND #: 116 .XXX.XXX.XX.XX

EXPENDITURE BUDGETED? Yes No

Will supplemental be required? Yes No

IN-KIND MATCH REQUIRED? Yes No

DESCRIBE MATCH:

MATCHING FUNDS REQUIRED? Yes No

AMOUNT OF MATCHING FUNDS:

Contract No. 1613

BETWEEN

The Washington State Conservation Commission

AND

Pacific County

Project: Voluntary Stewardship Program Workplan Development

THIS AGREEMENT is made and entered into by and between the Washington State Conservation Commission, hereinafter referred to as "COMMISSION" and Pacific County, hereinafter referred to as "COUNTY".

IT IS THE PURPOSE OF THIS AGREEMENT to provide funding to the COUNTY for the development of a work plan as required for implementation of the Voluntary Stewardship Program, consistent with RCW 36.70A.700-760 and related statutes.

THEREFORE, IT IS MUTUALLY AGREED THAT the COMMISSION will provide funding consistent with the terms of this grant, the policies of the COMMISSION, and the laws of the state of Washington; and the COUNTY will implement the terms of this grant with the funding provided consistent with the policies of the COMMISSION and the laws of the state of Washington.

PERIOD OF PERFORMANCE

Subject to its other provisions, the period of performance of this Agreement shall commence on the effective date of this agreement and be completed on June 30, 2016, unless either extended by agreement of the parties or terminated sooner, as provided herein.

It is the intent of the parties that the period of performance will be consistent with the timelines set forth in RCW 36.70A.720-735, subject to available funding, and subject to state contracting requirements.

STATEMENT OF WORK

The COUNTY shall furnish the necessary personnel, equipment, material and/or service(s) and otherwise do all things necessary for or incidental to the performance of the work set forth herein.

The COUNTY shall report in writing any problems, delays or adverse conditions that will materially affect their ability to meet project objectives or time schedules. This disclosure shall be accompanied by a statement of the action taken or proposed and any assistance needed to resolve the situation.

Scope of Work:

The scope of the work to be performed by the COUNTY under this agreement is the following:

- (a) Implement requirements of the Voluntary Stewardship Program (VSP) and RCW 36.70A.700-760.
- (b) Identify the lead entity for the implementation of the VSP.
- (c) Designate, and organize, and convene a watershed work group.
- (d) Provide staff support for the watershed work group.
- (e) Provide for facilitation of the watershed work group if needed.
- (f) Assist the watershed work group in the development of a work plan that meets the requirements of RCW 36.70A.720.

Deliverables:

- (a) Provide a quarterly report to the VSP Program Manager in a form and manner proscribed by the COMMISSION.
- (b) Provide to the COMMISSION a final work plan meeting the requirements of RCW 36.70A.720 and submit the work plan within the timeline requirements provided in RCW 36.70A.720-735.

FUNDING AVAILABLE

Funding provided by legislative appropriation for the work herein will not exceed \$150,000. Payment for satisfactory performance of the work accomplished under this Agreement shall not exceed this amount. .

Eligible Costs:

The COMMISSION will pay the following costs:

- Salaries and benefits, 20% indirect of salaries and benefits is allowed.
- Travel, including mileage and per diem for program staff, consistent with state law. Travel and expenses paid directly to work group participants is not allowed.
- Meeting rooms and light refreshments for working meetings
- Reports, studies, and research
- Copy and printing costs
- Facilitation

Pre-approval by the COMMISSION is required for equipment purchases which should be directly related to the activities of the work group. Equipment includes, but is not limited to, computers, data base software, and GIS software.

Disallowed Costs:

The COUNTY is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its Subcontractors and Assignees.

If the COUNTY expends more than the amount of the COMMISSION funding in this agreement in anticipation of receiving additional funds from the COMMISSION, it does so at its own risk. The COMMISSION is not legally obligated to reimburse the COUNTY for costs incurred in excess of this Agreement.

Insufficient Funds:

The obligation of the COMMISSION to make payments is contingent on the availability of state and federal funds through legislative appropriation and state allotment. When this contract crosses over state fiscal years the obligation of the COMMISSION is contingent upon the appropriation of funds during the next fiscal year. The failure of the legislature or federal agencies to appropriate or allot such funds to the program shall be good cause to terminate this contract and for the director of the COMMISSION to determine that the watershed has not received adequate funding to implement the program consistent with RCW 36.70A.735(d).

Method of Compensation:

Payment shall be made on a reimbursable basis for costs or obligations. Eligible costs or obligations incurred by the COUNTY will be considered to have been paid by the COUNTY under this contract at the time the COUNTY seeks reimbursement from the COMMISSION. No payments in advance of or in anticipation of goods or services to be provided under this Agreement shall be made by the COMMISSION.

BILLING PROCEDURE

The COUNTY shall submit invoices in the form and manner identified by the COMMISSION to:

Washington State Conservation Commission
VSP Contract Manager
P.O. Box 47721
Olympia, WA 98504

Email: kheinitz@scc.wa.gov

Invoices for payment shall be submitted every 30 days. An invoice shall be submitted regardless of whether work has been done on the project. A timesheet for staff costs is required and will be at the comp rate or billing rate.

Payment to the COUNTY for approved and completed work will be made by account transfer by the COMMISSION monthly of receipt of the invoice. Payment will be made to the following:

Megan McNelly
Executive Assistant
Department of Community Development

PO Box 68
South Bend, WA 98586
(360) 875-9356
mmcnelly@co.pacific.wa.us

Final Request for Payment: The COUNTY must submit final requests for compensation within 30-days after the expiration date of this Agreement or the end of the fiscal year, whichever is earlier. Failure to comply with this timeline may result in denial of any such claim.

ASSIGNMENT

The COUNTY may assign or delegate the work to be completed under this Agreement to an Agent with the written approval of the COMMISSION. Any such Agent shall comply with the requirements of this Agreement. Within any such assignment or delegation the COUNTY shall remain liable for any claim arising thereunder, and the COUNTY shall remain responsible for compliance with this Agreement and RCW 36.70A.700-760, and with all applicable Federal, State and local laws, orders, regulations and permits.

CONTRACT MANAGEMENT

Each party shall assign a specific individual to be responsible for and shall be the contact person for all communications and billings regarding the performance of this Agreement.

The Project Officer for the COMMISSION is:

Ron Shultz, Policy Director
Washington State Conservation Commission
P.O. Box 47721
Olympia, Washington 98504
(360) 407-7507
rshultz@scc.wa.gov

The contact for the COUNTY is:

Faith Taylor-Eldred, Director
Department of Community Development
PO Box 68
South Bend, WA 98586
(360) 875-9356

ftaylor@co.pacific.wa.us

TERMINATION

The COUNTY may terminate this Agreement upon 30-days' prior written notification to the COMMISSION. If this Agreement is terminated by the COUNTY, the COUNTY shall be reimbursed only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination. If the COUNTY terminates this Agreement prior to the work plan's approval, or prior to when the work plan's goals and

benchmarks are met, the COUNTY may be subject to the requirements of RCW 36.70A.735 and related statutory sections.

The COMMISSION may terminate this Agreement upon 30-days' prior written notification to the COUNTY for cause, or for failure to complete the requirements of the Scope of Work or Deliverables in a reasonable time frame. If this Agreement is terminated by the COMMISSION, the COUNTY shall be reimbursed only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.

BREACH

The COUNTY shall not be relieved of any liability to the COMMISSION for damages sustained by the COMMISSION and/or the State of Washington because of any breach of contract by the COUNTY. The COMMISSION may withhold payments for the purpose of setoff until such time as the exact amount of damages due the COMMISSION from the COUNTY is determined.

In the event the COUNTY fails to commence work on the project funded herein within the timelines established under RCW 36.70A, the COUNTY shall be subject to the requirements of RCW 36.70A.735.

ENTIRE AGREEMENT AND CHANGES, MODIFICATIONS AND AMENDMENTS

This Agreement and the attached Appendix A contain the entire integrated agreement of the parties may be changed, modified or amended by written agreement executed by both parties.

EFFECTIVE DATE

The effective date of this Agreement shall be the last date of signature. This date shall be the "receipt of funds" date for purposes of RCW 36.70A.703(9) and RCW 26.70A.725(5) and (6).

WASHINGTON STATE
CONSERVATION COMMISSION

PACIFIC COUNTY

Signature

Signature

Title

Date

Title

Date

APPROVED AS TO FORM:

Assistant Attorney General

Voluntary Stewardship Program COMMISSION and COUNTY Agreement

APPENDIX A – GENERAL TERMS AND CONDITIONS

DEFINITIONS

Terms used throughout this contract are defined below:

“Agreement” shall mean the Grant Agreement to which these terms and conditions are affixed.

“Agent” shall mean any entity to which the County has assigned responsibilities as allowed in the agreement.

“Commission” shall mean the Washington State Conservation Commission, any division, section, office, including the Office of Farmland Preservation, unit or other entity of the Commission, or any of the officers or other officials lawfully representing the Commission.

“County” shall mean the County receiving the funds as identified in the Agreement that this Appendix is a part of, and is performing activities under this contract, and shall include all employees of the County.

“Project Officer” shall mean the specific employee of the Commission that is assigned as the primary contact for purposes of the fulfillment of this Agreement.

“Voluntary Stewardship Program” and “VSP” shall mean the program established in, and governed by, RCW 36.70A.700-760 and associated statutes.

DISPUTES

Except as otherwise provided in this contract, any dispute arising under this contract shall be decided in the following manner:

By the Project Officer or other designated official who shall provide a written statement of decision to the COUNTY. The decision of the Project Officer or other designated official shall be final and conclusive unless, within thirty days from the date the COMMISSION receives such statement, the COUNTY mails or otherwise furnishes to the Executive Director of the COMMISSION a written appeal.

An appeal of the Project Officer’s decision shall be addressed by the COMMISSION’S Executive Director. The COUNTY shall have the opportunity to be heard and to offer evidence in support of this appeal. The decision of the COMMISSION’S Executive Director for the resolution of such appeals shall be final and conclusive and constitutes a final agency action for the purposes of the Washington Administrative Procedures Act, RCW 34.05.

Pending final decision of dispute hereunder, the COUNTY shall proceed diligently with the performance of this contract and in accordance with the decision rendered.

GOVERNANCE

This Agreement is entered into pursuant to and under the authority granted by the laws of the state of Washington and any applicable federal laws. The provisions of this Agreement shall be construed to conform to those laws. The COUNTY and any Agent shall comply fully with all applicable federal, state and local laws, orders, regulations and permits. Any action brought to enforce the terms of this Agreement shall be in the Superior Court for Thurston County. Except as otherwise provided in this Agreement, in the event of litigation or other

action brought to enforce contract terms, each party agrees to bear its own attorney fees and costs.

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

- a. Applicable state and federal statutes and rules;
- b. Statement of work; and
- c. Any other provisions of the agreement, including materials incorporated by reference.

CONTRACTING FOR SERVICES

Contracts for personal services, purchased services/goods, and public works shall be awarded through a competitive process, if required by State law. The COUNTY shall retain copies of all bids received and contracts awarded, for inspection and use by the COMMISSION. Retention of copies shall be consistent with time periods established herein.

INDEMNIFICATION

The COMMISSION shall in no way be held responsible for payment of salaries, consultant fees, and other costs related to the project described herein, except as provided in the Scope of Work.

To the fullest extent permitted by law, the COUNTY shall indemnify, defend and hold harmless the State of Washington, agencies of the State and all officials, agents and employees of the State, from and against all claims for injuries or death arising out of or resulting from the performance of the contract. The COUNTY'S obligation to indemnify, defend, and hold harmless includes any claim by the COUNTY'S agents, employees, representatives, or any subcontractor or a subcontractor's employees.

The COUNTY expressly agrees to indemnify, defend, and hold harmless the State of Washington and the Commission for any claim arising out of or incident to the COUNTY'S or any subcontractor's performance or failure to perform the contract. The COUNTY'S obligation to indemnify, defend, and hold harmless the State of Washington and the Commission shall not be eliminated or reduced by any actual or alleged concurrent negligence of the State or its agents, agencies, employees and officials.

The COUNTY waives its immunity under Title 51 RCW (Industrial Insurance) to the extent it is required to indemnify, defend and hold harmless State and its agencies, officials, agents or employees.

RECOVERY OF PAYMENTS

In the event the COUNTY fails, for any reason, to perform obligations required of it by this contract, the COUNTY may, at the COMMISSION'S sole discretion, be required to repay to the COMMISSION all or a portion of grant funds disbursed to the COUNTY for those parts of the project that are rendered worthless in the opinion of the COMMISSION by such failure to perform.

In the event that the COUNTY fails to expend funds under this contract in accordance with state laws and/or the provisions of this contract, the COMMISSION reserves the right to recapture state funds in an amount equivalent to the extent of the noncompliance in addition to any other remedies available at law or in equity.

Such rights of recapture shall exist for a period not to exceed six years following contract termination. Repayment by the COUNTY of funds under this recapture provision shall occur within 30 days of demand. In the event that the COMMISSION is required to institute legal proceedings to enforce the recapture provision, the COMMISSION shall be entitled to its costs thereof, including attorneys' fees.

Interest shall accrue at the rate of twelve percent (12%) per annum from the time the COMMISSION demands repayment of funds. Any property acquired under this contract, at the option of the COMMISSION, may become the COMMISSION'S property and the COUNTY'S liability to repay monies shall be reduced by an amount reflecting the fair value of such property.

INELIGIBILITY - If federal funds are the basis for this contract, the COUNTY certifies that neither it nor its principals are presently debarred, declared ineligible, or voluntarily excluded from participation in transactions by any federal department or agency.

INDEPENDENT RELATIONSHIP

The COUNTY or County's Agent(s) performing under this contract are not employees or agents of the COMMISSION. The COUNTY shall not hold themselves out as nor claim to be an officer or employee of the COMMISSION or of the State of Washington by reason hereof, nor will the COUNTY make any claim of right, privilege or benefit which would accrue to such employee under law. Conduct and control of the work outlined in the scope of work shall be solely with the COUNTY.

KICKBACKS - The COUNTY and its employees and authorized representatives are prohibited from inducing by any means any person employed or otherwise involved in this project to give up any part of the compensation to which he/she is otherwise entitled or, receive any fee, commission or gift in return for award of a subcontract hereunder.

INTELLECTUAL PROPERTY

Copyrights and Patents. Should the COUNTY or County's Agent(s) create any copyrightable materials or invent any patentable property in the course of the scope of work governed by this Agreement, the COUNTY may copyright or patent the same but shall grant the COMMISSION a royalty-free, nonexclusive and irrevocable license to reproduce, publish, recover or otherwise use the material(s) or property and to authorize others to use the same for federal, state or local government purposes.

Where federal funding is involved, the federal government may have a proprietary interest in patent rights to any inventions developed by the COUNTY as provided in 35 U.S.C. 200-212.

Publications. When the COUNTY, County's Agent(s), or persons employed by the COUNTY use or publish information of the COMMISSION; present papers, lectures, or seminars involving information supplied by the COMMISSION; use logos, reports, maps or other data, in printed reports, signs, brochures, pamphlets, etc., appropriate credit shall be given to the COMMISSION.

PROPERTY MANAGEMENT

The COMMISSION'S Property and Records Management Policy, and any updates thereto, shall control the use and disposition of all real and personal property purchases wholly or in part with funds furnished by the COMMISSION in the absence of state, federal statute(s), regulations(s), or policy(s) to the contrary or upon specific instructions with respect thereto in the Scope of Work.

RECORDS MAINTENANCE

The parties to this Agreement shall each maintain books, records, documents and other evidence which sufficiently and properly reflect all direct and indirect costs expended by either party in the performance of the services described herein. These records shall be subject to inspection, review or audit by personnel of both parties, other personnel duly authorized by either party, the Office of the State Auditor, federal officials so authorized by law, and as provided by the state Public Records Act, RCW 42.56. All books, records, documents, and other material relevant to this Agreement will be retained for six years after expiration and the Office of the State Auditor, federal auditors, and any persons duly authorized by the parties shall have full access and the right to examine any of these materials during this period.

SEVERABILITY

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

WAIVER

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

**Appointment List
Voluntary Stewardship Program
Watershed Workgroup**

	Name:	Stakeholder:
1.	Warren Cowell	Oyster Grower
2.	Key McMurry	Wetland Specialists
3.	Kelly Rupp	Planning Commission member
4.	Heather Gibbs	Environmental Planner, DNR
5.	Brian Sheldon	Oyster Grower
6.	Jim Rose	Cattle Farmer
7.	Stan Smith	Planning Commission member
8.	Jim Sayce	Planning Commission member
9.		
10.		
11.		
12.		
13.		
14.		
15.		



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

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

REQUESTED MEETING DATE:
12/22/15

AGENDA REQUEST FORM

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

Agenda Item #: 17

BOCC ACTION: APPROVED DENIED

Initial: _____ Date: _____

SUBJECT TO ADEQUATE BUDGET APPROPRIATIONS

Review Clerk of the Board

NO ACTION TAKEN/WITHDRAWN

DEFERRED TO: _____

Risk Mgmt

CONTINUED TO DATE: _____ TIME: _____

Legal Required

OTHER: _____

DISTRIBUTION LIST:

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

AGENDA ITEM REQUEST

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

DEPARTMENT/OFFICE: Community Development	DIVISION (if applicable): Planning
OFFICIAL NAME & TITLE: Faith Taylor-Eldred	PHONE / EXT: 875-9356
SIGNATURE:	DATE: 12/10/2015
<p>NARRATIVE OF REQUEST</p> <p>The Department is requesting approval to advertise for and interview applicable consultants for the administration of the Voluntary Stewardship program. The work will include assisting the County with organizing and facilitating public meetings and development and writing of the workplan document.</p> <p>The RFP is anticipated to be published in January and the interviews occurring 4-6 weeks later. The work will be funded through the Conservation Commission.</p>	
<p>RECOMMENDED MOTION (To Be Completed by the Clerk/Deputy Clerk of the Board)</p> <p>Approve issuance of Request for Proposal and interview consultants for the administration of the Voluntary Stewardship Program</p>	



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

REQUESTED MEETING DATE:
12/22/15

AGENDA REQUEST FORM

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

Agenda Item#: 18

BOCC ACTION: APPROVED DENIED

Initial: _____ Date: _____

SUBJECT TO ADEQUATE BUDGET APPROPRIATIONS

NO ACTION TAKEN/WITHDRAWN

DEFERRED TO: _____

Review Clerk of the Board

CONTINUED TO DATE: _____ TIME: _____

Risk Mgmt

Legal Required

OTHER: _____

DISTRIBUTION LIST:

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

AGENDA ITEM REQUEST

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

DEPARTMENT/OFFICE: Community Development	DIVISION (if applicable): Admin
OFFICIAL NAME & TITLE: Megan McNelly	PHONE / EXT: 875-9356
SIGNATURE: _____	DATE: 11/30/2015
<p>NARRATIVE OF REQUEST</p> <p>The Department is revising the Department's fee schedule (Resolution 2014-055), adopted 19 December 2014, to include items added in response to ordinance updates, to clarify currently listed items, and to correct discrepancies with other resolutions and agreements when different fees were listed for the same item.</p>	
<p>RECOMMENDED MOTION (To Be Completed by the Clerk/Deputy Clerk of the Board)</p> <p>Adopt Resolution 2015-_____ amending the fee for services schedule</p>	

RECEIVED
 PACIFIC COUNTY

NOV 30 2015

GENERAL ADMINISTRATION
 BOARD OF COMMISSIONERS

BEFORE THE BOARD OF PACIFIC COUNTY COMMISSIONERS

RESOLUTION NO.2015 - ____

A RESOLUTION REGARDING FEES FOR SERVICES PERFORMED BY PACIFIC COUNTY DEPARTMENT OF COMMUNITY DEVELOPMENT AND PUBLIC WORKS IN SUPPORT OF BUILDING, ENVIRONMENTAL HEALTH, AND LAND USE REVIEW, ADOPTION OF A SCHEDULE OF FEES, AND RECISION OF PRE-EXISTING FEE RESOLUTIONS.

WHEREAS, in the matter of providing services to the public and other municipal entities, the Board of Pacific County Commissioners and the Board of Health have reviewed state statutes and county ordinances, resolutions, rules, regulations, policies and procedures and find the following facts:

1. Pacific County has enacted certain ordinances and resolutions that provide fees for the reimbursement of costs of services provided by Pacific County; and
2. Those ordinances and resolutions and certain facts regarding the same were enumerated in:

<u>Resolution Number:</u>	<u>Pass in open session of the BOCC on:</u>
10-001	12 January 2010
2012-049	11 December 2012
2013-075	18 December 2013
2014-055	19 December 2014

3. The revisions and/or amendments stipulated in the resolutions listed herein have been accomplished in accordance with state statute and county rules, regulations, policies and procedures; and
4. The Board of Pacific County Commissioners desires to coalesce and adjust existing fees administered by the Department of Community Development into one uniform fee schedule for the benefit of the general public; now, therefore,

BE IT HEREBY RESOLVED, that the following schedule of fees be adopted, and that any and all portions of the above listed resolutions that conflict with this schedule are hereby rescinded:

Section 1: Application Processing

A. Application Processing Fee (Charged on all applications, licenses, etc) ¹	\$40.00
B. Technology Fee (Charged on all applications, licenses, renewals, etc)	\$10.00
C. NSF fee	\$25.00

Section 2: Shoreline Substantial Development

A. Exemption-Substantial Development Permit Application	\$130.00
B. Exemption- Forest Practice Review ²	\$65.00
C. Type II Shorelines Substantial Development Permit Application	\$650.00
D. Type III Shorelines Substantial Development Permit Application	\$780.00
E. Sand Removal-Substantial Development Permit Application	\$130.00
F. Dune Modification and Exemption	\$390.00
G. Shorelines Permit Revision	\$325.00
H. Public Notice Fee (Shorelines)	\$195.00

¹ Not applicable to temporary food permits

² Review for timber harvest/forest practices only for compliance with the Shoreline Master Program

Section 3: Planning/Zoning

A. Setback/Zoning Review	\$40.00
B. Zoning Variance (Type IV Review Process) ³	\$650.00
C. Zoning Variance (Type III Review Process)	\$650.00
D. Conditional Use Permit (Type III Review Process)	\$650.00
E. Special Use Permit (Type II Review Process)	\$520.00
F. Change of Zone (Site Specific Rezone) Application	\$975.00
G. Comprehensive Plan Amendment/Amendment Ordinance	\$975.00
H. Forest Land Conversion Review (Conversion review, conversion option harvest plans, moratorium waivers)	\$425.00
I. WCF Application Review Type I Process ⁴	\$130.00
J. WCF Application Review Type II Process ⁵	\$520.00
K. WCF Application Review Type III Process ⁶	\$650.00
L. Floodplain Development Permit	\$130.00
M. Oysterville Design Hearing	\$520.00
N. Oysterville Design Review	\$300.00
O. Public Notice Fee	\$195.00
P. Vacation Rental License	\$90.00
Q. Type I Administrative Variance ⁷	\$195.00
R. Type II Administrative Variance ⁸	\$260.00

Section 4: Critical Areas and Resource Lands (CARL)/Land Alteration and Drainage Ordinance (LADO)

A. CARL and LADO Checklist Review/Site Evaluation	\$130.00
B. CARL Assessment, Delineation, and Mitigation Plan Review	\$325.00
C. CARL Administrative Variance/Viable Use Review	\$390.00
D. Public Notice Fee (CARL/LADO)	\$195.00

Section 5: State Environmental Policy Act (SEPA)

A. Environmental (SEPA) Checklist Filing Fee	\$160.00
B. Threshold Determinations Review Fee ⁹	
Commercial Industrial Rezones (additional fee)	\$195.00
Subdivision/ Short Platting not exempt (WAC 197-11-800(6) (c)) (additional fee)	\$325.00
C. DNS – Determination of Non-Significance (no additional fee) ¹⁰	
D. Mitigated Determination of Non-significance (additional fee) ¹¹	\$195.00
E. Environmental Impact Statement (EIS) ¹²	

3 Review performed by BOCC

4 Cell Tower Review Type I (Attaching antenna to existing tower)

5 Cell Tower Review Type II (New tower co-located)

6 Cell Tower Review Type III (New tower, variance)

7 Heard by Administrator or their designee; applies to variance requests that are 0-10% of the numerical standards

8 Heard by the administrator or their designee; applies to variance requests that are 11-25% of the numerical standards

9 Additional fees will be required 1). Commercial Industrial Rezones 2). Subdivision or short plat that are not exempted under WAC 197-11-800(6)(a). Note: No threshold determination fee shall be charged for a proposal which could be categorically exempt by for the provisions of the County's Ordinances.

10 When a DNS is withdrawn by the County as a result of procurement by misrepresentation or lack of material disclosure and if such a DNS resulted from the actions of an applicant, any subsequent environmental checklist on the proposal shall be prepared directly by the lead agency or its consultant at the expense of the applicant.

11 Those threshold determinations resulting in a mitigated Determination of Non-Significance. In addition, the preparation and distribution costs as detailed in Resolution No. 90-156, or any amendments thereto.

12 EIS preparation and distribution costs shall be borne by the applicant or proponent as detailed in Resolution No. 90-156.

F. Public Notice Fee (SEPA) (minimum fee) ¹³	\$195.00
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Section 6: Subdivision(s)

Short Subdivision/Large Lot Fees (1-4 lots)

A. Short Plat or Large Lot Subdivision (1-4) Lots Pre-application	No charge
B. Short Plat or Large Lot Subdivision Preliminary Application	\$650.00+\$30/lot
C. Minor Revisions (no hearing/no re-advertisement)	\$260.00
D. Major Revisions (hearing and/or re-advertisement)	\$520.00
E. Amended Short Plat or Large Lot	\$325.00
F. Plat Feasibility Review Septic/Well (On-site Sewage Evaluation for short subdivisions, long subdivisions, large lots subdivision) ¹⁴	\$325.00+\$65/additional lot
G. Final Short Plat or Large Lot Review (includes public hearing with Hearings Examiner)	\$65/lot+recording fee ¹⁵
H. Re-division or Alteration of Large Lot or Short Subdivision	\$650+\$30/lot
I. Land Division Exemption Review ¹⁶	\$65+recording fee ¹³
J. Refundable Cash Payment in lieu of public improvements	150% of estimated cost
K. Public Notice Fee (Subdivision)	\$195.00
L. Type I Administrative Variance ¹⁷	\$195.00
M. Type II Administrative Variance ¹⁸	\$290.00

Long Subdivision (5 or more lots)

A. Long Subdivision Pre-Application	No Charge
B. Long Subdivision Preliminary Plat Application	\$975.00 + \$45.00/lot
C. Minor Revision (no hearing, no re-advertisement)	\$325.00
D. Major Revision (hearing and/or re-advertisement)	\$520.00
E. Final Subdivision Review	\$65.00/lot+ recording fee ¹³
F. Amend Subdivision or Redivision	\$520.00
G. Redivision or Alteration of Long Subdivision	\$975.00+\$45.00/lot
H. Plat Feasibility Review Septic/Well (On-site Sewage Evaluation for short subdivisions, long subdivisions, large lots subdivision) ¹⁹	\$325.00+\$65/additional lot
I. Refundable cash payment in lieu of public improvements	150% of estimated cost
J. Short Plat/Subdivision/Large Lot Exemption Review	\$65/lot+recording fee ¹⁶
K. Public Notice Fee (Subdivision)	\$195.00
L. Type I Administrative Variance ²⁰	\$195.00
M. Type II Administrative Variance ²¹	\$290.00

Subdivision Variance

A. Administrative Variance Review (Type II process)	\$520.00
B. Lot Size or other Variance from Subdivision Standard (if to BoCC)	\$650.00
C. Plat Vacation	\$390.00
D. Recording	As charged by Auditor

13 The County shall collect a reasonable fee from applicants to cover the cost of meeting any public notice requirement of the County's rules (Pacific County SEPA Ordinance)

14 The work of a standard septic/well evaluation is performed as in any other lot/parcel. However, due to the volume of evaluations possible with a short/large plat, the standard rate isn't feasible for each lot and so an hourly rate will be charged per additional lot.

15 If DCD is tasked to record the documents with the Auditor's Office then recording fees will be assessed by DCD. If the applicant records the documents themselves then the fee is assessed at the time of recordation with the County Auditor.

16 Exemptions listed in Land Division Ordinance Section 3(B).

17 See Footnote 7

18 See Footnote 8

19 See Footnote 10.

20 See Footnote 7

21 See Footnote 8

E. Binding site plan review	\$520.00
F. Type I Administrative Variance ²²	\$195.00
G. Type II Administrative Variance ²³	\$290.00

Boundary Line Adjustment

A. Boundary Line Adjustment ²⁴	\$95.00
B. Type I Administrative Variance ²⁵	\$195.00
C. Type II Administrative Variance ²⁶	\$290.00

Section 7: Appeal(s)

A. Appeal of Type I or Type II Decision	\$260.00
B. Appeal of Type III or Type IV Decision	\$390.00
C. Appeal of Franchise Decision	\$260.00

Section 8: Public Works Development Review²⁷

A. Road Right-of-Way Fee (road access/approach)	\$50.00
B. Drainage Fee	\$300.00
C. Addressing	\$25.00
D. Road Review Fee (Subdivision)	\$65.00/hr
E. Franchise Application	\$520.00
F. Sand Haul/Overweight Permit	\$20.00

Section 9: Building Permit(s)^{28 29}

Total Valuation (plus 65% of Value for Plan Check Fees)³⁰

\$1.00 to \$500.00 - \$23.50	\$23.50
\$501.00 to \$2,000.00 - \$23.50 for the first \$500.00 plus \$3.05 for each additional \$100.00 or fraction thereof, to and including \$2,000.00.	\$23.50+\$3.05 per increment
\$2,001.00 to \$25,000.00 - \$69.25 for the first \$2,000.00 plus \$14.00 for each additional \$1,000.00 or fraction thereof, to and including \$25,000.00	\$69.25+\$14.00 per increment
\$25,001.00 to \$50,000.00 - \$391.25 for the first \$25,000.00 plus \$10.10 for each additional \$1,000.00 or fraction thereof, to and including \$50,000.00.	\$391.25+\$10.10 per increment
\$50,001.00 to \$100,000.00 - \$643.75 for the first \$50,000.00 plus \$7.00 for each additional \$1,000.00 or fraction thereof, to and including \$100,000.00.	\$643.75+\$7.00 per increment
\$100,001.00 to \$500,000.00 - \$993.75 for the first \$100,000.00 plus \$5.60 for each additional \$1,000.00 or fraction thereof, to and including \$500,000.00.	\$993.75+\$5.60 per increment
\$500,001.00 to \$1,000,000.00 - \$3233.75 for the first \$500,000.00 plus \$4.74 for each additional \$1,000.00 or fraction thereof, to and including \$1,000,000.00	\$3233.75+\$4.74 per increment
\$1,000,001.00 and Up - \$5603.75 for the first \$1,000,000.00 plus \$3.65 for each additional \$1,000.00 or fraction thereof.	\$5603.75+\$3.65 per increment

22 See Footnote 7

23 See Footnote 8

24 Recording fees assessed at time of recordation w/ County Auditor

25 See Footnote 7

26 See Footnote 8

27 Fees shall follow the most current fee schedule adopted by the Board of County Commissioners

28 The fees for each building permit, plumbing permit, and/or mechanical permit are based on finished value rather than true cost; therefore, volunteer labor and furnished materials must be included.

29 Not applicable to agriculture buildings; no plan review or inspections are performed so no building fees are applied

30 The following values were taken from the 1997 Uniform Building Code Table 1-A. The plan review fee shall be sixty-fix (65) percent of the building permit fee as established in the Table titled "Total Valuation" in the this resolution.

Building Valuations³¹ (all valuations per square foot unless otherwise noted)

A. Single Family Dwelling	\$84.86
B. Residential Addition	\$84.86
C. Residential Interior Remodel (Non-structural)	\$42.43
D. Residential Interior Remodel (Structural)	\$84.86
E. Basement (Unfinished)	\$21.22
F. Garage	\$30.64
G. Carport/Shed	\$20.93
H. Deck (Covered)	\$12.25
I. Deck (Uncovered)	\$10.40
J. Pole Building	\$24.51
K. Foundation Under Existing House (per lineal foot)	\$65.00
L. Metal Carports (flat rate) ³²	\$65.00
M. Greenhouse ³³	\$30.64
N. Decommission of Cell Tower	\$130.00

Mobile Homes/Manufactured Houses³⁴

A. Singlewide	\$455.00
B. Doublewide	\$520.00
C. Triplewide	\$585.00
D. Title Elimination Fee ³⁵	\$65.00
E. Modular Stick-Built ³⁶	50% of stick-built cost

Other Building Fees

A. Mechanical/Plumbing Repiping (wood stove/heat pump/propane/repiping/etc)	\$65.00
B. Change in Occupancy	\$65.00
C. Renewal of Building Permit (per 6 month increment; max 2 years))	\$50.00
D. Re-issuance of a Permit Packet	\$50.00
E. State Building Inspection Fee (plus \$2.00/each additional unit) ³⁷	\$4.50
F. Fire & Life Safety Inspection	\$150.00
G. Greenhouse, partial building permit ³⁸	\$50.00

Section 10: Fireworks

A. Fireworks - Retail Sales Permit Application ³⁹	\$55.00
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31 Commercial – Based on Architects or Contractors Bid Information

32 Up to 520 sq ft. If larger than 520 sq ft, the Carport/Shed valuation per square foot will be used if no sides or two or more sides will use the Garage valuation.

33 Applicable for greenhouses attached to a residence or garage connected to a residence and on a permanent foundation; excludes any structure used for the growing of marijuana

34 The permit fee for installation of a mobile/manufactured is for either a home on a privately owned individual lot or in a mobile home park.

35 Fee collected at time of application and valid for duration of the permit - failure to eliminate title prior to permit expiration requires payment of fee.

36 Structure is substantially built off-site. Building/Plan Check fees are calculated by determining the building/plan check fees for a stick-build house and multiplying by 0.50.

37 Plus \$2.00 for each additional unit over the first unit in a multi-family building.

38 Applicable to any greenhouse, regardless of size, if attached to a residence or garage connected to a residence OR a greenhouse over 200 sq ft with siding, which can be attached to an ag/shop or detached garage; Siding means a rigid material used to enclose all or some sides of the building, such as plastic sheeting or corrugated material; excludes any structure used for the growing of marijuana

39 Includes both zoning and building fees.

Section 11: On-site Septic

Permit(s)

A. Evaluation (new/modification/expansion/abandoned system)	\$325.00
B. Installation	\$195.00
C. Design Review ⁴⁰	\$195.00
D. Repair Permit (6 month permit)	\$160.00
E. Site Re-inspection	\$95.00
F. Operation and Maintenance Inspection Review	\$40.00
G. Annual Operation and Maintenance Permit	\$95.00
H. Septic System Variance Fee/Waiver Health Officer Hearing	\$390.00
I. Winter Water Table	\$600.00
J. Design Revision ⁴¹	\$195.00

Installers/Pumpers/O&M Inspectors

A. License-New ⁴²	\$225.00
B. License-Annual Renewal	\$130.00
C. Septic Tank Design Review	\$100.00
D. Retest fee	\$130.00
E. Pump Truck Inspections	\$130.00

Section 12: Water System

A. Single-family Well Permit	\$130.00
B. Cistern Permit	\$400.00

Section 13: Recreational Vehicle Parks

A. 0-20 spaces	\$130.00
B. 21-50 spaces	\$195.00
C. 51-100 spaces	\$260.00
D. 101 or more spaces	\$325.00
E. Temporary RV Park (less than 7 days in duration)	\$65.00

Section 14: Solid Waste

A. Transfer Station Permit-Plus other solid waste plan implementation tipping fee as adopted by separate resolution	\$650.00
B. Land Application Permit	\$250.00
C. Other Solid Waste Sites and Facilities ⁴³	\$130.00

Section 15: Water Recreation Facilities⁴⁴

A. Spa	\$130.00
B. Swimming Pool	\$260.00

40 Additional review by the request of the applicant or the County will be charged an hourly fee.

41 Applicable to any designs that have been altered after the original submittal and resubmitted for review, whether or not the EHS required corrections or if the alteration was voluntary by the applicant or agent

42 The test is \$100 for a homeowner that does not require a license.

43 Includes exempt facilities.

44 Fees are for an annual permit. The same number of inspections is performed at each facility, regardless of the differences in operating times or schedules.

Section 16: Water Quality

Laboratory Testing

A. Coliform Presence/Absence	\$30.00
B. Membrane Filtration	\$30.00

Section 17: Food

Food Classes

A. Food Handlers Permit	\$10.00
B. Copy of Food Handler Card	\$1.00
C. Food Handlers Booklets	\$1.00

Food Service Establishments⁴⁵

A. Level 1 ⁴⁶	\$65.00
B. Level 2 ⁴⁷	\$130.00
C. Level 3 ⁴⁸	
0-25 seats	\$195.00
26-50 seats	\$225.00
51-75 seats	\$260.00
76-100 seats	\$290.00
100+ seats	\$325.00
D. School Cafeteria	\$195.00
E. Bed & Breakfast	\$130.00
F. Commissary Kitchen/Caterer	\$130.00
G. Complex Facilities (includes multiple levels (1, 2, & 3) w/in one establishment)	
Fee based on highest level (1,2, or 3) plus a flat rate per facility/department ⁴⁹	\$50.00

Temporary Events⁵⁰

A. Non-potentially hazardous (per event) – submitted by application deadline	\$30.00
B. Non-potentially hazardous (annual) – submitted by application deadline	\$65.00
C. Potentially hazardous (per event) - submitted by application deadline	\$65.00
D. Potentially hazardous (annual) – submitted by application deadline	\$130.00
E. Temporary Food Establishment Permit Late Fee ⁵¹	\$65.00
F. Sampling of Non-potentially and Potentially Hazardous Food	\$30.00

Section 18: Plan Review for Environmental Health

A. All environmental health permits/licenses (2 hour minimum) ⁵²	\$65.00/hr
B. Change of ownership w/ no change in operations (2 hour minimum)	\$65.00/hr

Section 19: Miscellaneous Review(s)

A. Open Space Applications Requiring Public Review and Public Hearing with Planning	\$425.00
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45 Change of ownership w/ no change in food preparation methods will only be charged the plan review fee. If food preparation methods change from previous owner then a plan review fee and food establishment service establishment fee will be assessed.

46 Level 1 (cold holding)

47 Level 2 (cold holding, hot holding)

48 Level 3 (cold holding, hot holding, reheating, cooling, variances, any type of food prep)

49 Example: A facility with three departments (grocery, deli w/14 seats, and meat market) would pay a Level 3 plus a flat rate of \$50.00 for each additional department $195+50+50=\$295$

50 Non-profit organizations will be assessed at ½ the original fee; no application fee will be charged in addition of the permit fee listed

51 Applicable to all applications received after the application deadline; applications must be complete prior to the deadline to avoid the late fee

52 Excludes water recreation facilities, which are sent to the State for review.

Commission (Tax conversions)	
B. Permit Revision/Site Plan Revision after Permit Issuance (2 hour minimum)	\$65.00/hr
C. Permit Revision/Site Plan Revision prior to permit issuance (An additional review fee assessed if further review is requested by either the applicant or the County.)	\$65.00/hr
D. Assembly Ordinance Permits	\$200.00
E. Special Consultation Fee/Special Inspection Fee - Hourly Rate (2 hour minimum)	\$65.00/hr
F. Hearings Examiner ⁵³	\$600.00
G. Administrative Review ⁵⁴	\$300.00

Section 20: Penalty/Additional Fees

A. All license renewal fees not received by January 1 st	\$65.00
B. All license renewal fees not received by February 1 st (in-addition to all previously assessed fees) ⁵⁵	\$65.00
C. Posting those facilities/establishments that did not pay their annual license fees ⁵⁶	\$150.00
D. Recording Fees (for all notices that are recorded by DCD)	As charged by the Auditor
E. Work started prior to permit issuance shall be assessed a penalty fee totaling 1 1/2 times the total of all permit fees ⁵⁷	
F. A site needing to be re-inspected will be charged at the hourly rate. ⁵⁸	\$65.00/hr

Section 21: Hourly Fee

A. Hourly rate ⁵⁹	\$65.00/hr
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Section 22: Administrative⁶⁰

A. Copies (8 1/2 x 11 & 8 1/2 x 14 & 11x17) ⁶¹	Per Pacific County Resolution
B. Fax fee (Off public phone network)	Per Pacific County Resolution
C. Tapes/CD Duplication Fee	Per Pacific County Resolution
D. Recording Fee	As charged by Auditor
E. Certified Letters	As charged by the USPS
F. Mileage	Per Pacific County Policy

All fees are non-refundable, except when an individual withdraws or cancels a building project prior to permit issuance or work performed at which point the individual will receive a refund of 60% of their building fees. No application will be issued without receipt of payment in full of all applicable fees. Any application that remains on inactive status for a period of 180 days will be closed and fees may be forfeited.

53 If the hourly rate is above the flat rate of \$600, the applicant will be charged for every hour after that at the hourly fee.

54 In the case that something needs to come before the Board of Health or the Health Officer.

55 Licenses not renewed by February 15th will be terminated and the establishment closed. Re-application and fees will be required to re-open.

56 Establishments that reopen within the same calendar year that they are closed will be required to pay all assessed penalty fees plus annual license fees unless a copy of the Washington State Business License is submitted showing a change of ownership.

57 If fees are \$1000 then the penalty fee will be \$500, which will be assessed to the original permit fee totaling \$1500. \$1000+\$500=\$1500

58 Every inspection will be allowed one re-inspection. Anything beyond two inspections will be charged.

59 The hourly rate includes anything that is not in the fee schedule that takes time and resources, such as special inspections, consultation fees, etc.

60 Determining the exact personnel, equipment, and supply costs associated with duplication is an unduly burdensome task; therefore, the County adopts the following rate structure.

61 Document Fee shall equal sum of duplicating costs and representative proportion of cost of personnel performing duplication of that document. NOTE: If the representative proportion of the cost of personnel performing duplication cannot easily be determined, the fee shall default to A) of this table.

PASSED by the following vote this _____ day of _____, 20____ by the Board of Pacific County Commissioners meeting in regular session at South Bend, Washington, then signed by its membership and attested to by its Clerk in authorization of such passage:

____ YEA; ____ NAY; ____ ABSTAIN; and ____ ABSENT

BOARD OF COMMISSIONERS
PACIFIC COUNTY, WASHINGTON

Steve Rogers

Lisa Ayers

Frank Wolfe

ATTEST: Marie Guernsey, Clerk of the Board



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

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

REQUESTED MEETING DATE:

12/22/15

AGENDA REQUEST FORM

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

Agenda Item#: 19

BOCC ACTION: APPROVED DENIED

Initial: _____ Date: _____

SUBJECT TO ADEQUATE BUDGET APPROPRIATIONS

Review Clerk of the Board

NO ACTION TAKEN/WITHDRAWN

DEFERRED TO: _____

Risk Mgmt

CONTINUED TO DATE: _____ TIME: _____

Legal Required

OTHER: _____

DISTRIBUTION LIST:

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

AGENDA ITEM REQUEST

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

DEPARTMENT/OFFICE: Community Development	DIVISION (if applicable): Planning
OFFICIAL NAME & TITLE: Megan McNelly	PHONE / EXT: 875-9356
SIGNATURE:	DATE: 12/16/2015
NARRATIVE OF REQUEST The Department requests that the Board approve Interagency Agreement 15-04999 with the Washington Department of Fish and Wildlife. The work is to support the administrative work of the Marine Resource Committee and to provide project funds to the list of approved projects. The agreement is retroactive to July 1, 2015, and terminates June 30, 2017. The budget is \$34,700 over the two year period. The Department requests that the Board approve the interlocal agreement with the Conservation District to perform the scope of work described in Agreement 15-04999.	
RECOMMENDED MOTION (To Be Completed by the Clerk/Deputy Clerk of the Board) Approve Interagency Agreement 15-04999 with the WA Department of Fish and Wildlife and authorize Chair to sign and approve Interagency Agreement with the Pacific Conservation District for administering and operating the Marine Resource Committee	

Name of Contractor: Washington State Department of Fish and Wildlife

Name of Contract/Agreement/Grant/Amendment #: (if amendment, provide copy of those pages being amended):

Indicate type:

- Intergovernmental/Interagency Employment/Special Services Agreement Federal Contract
 Memorandum of Understanding/Agreement Interoffice/Interdepartmental State Contract

- Contractor Type (check all that apply):
- | | |
|-------------------------------------------|-----------------------------------------------------------|
| <input type="checkbox"/> For-Profit | <input type="checkbox"/> Private Organization/Individual |
| <input type="checkbox"/> Non-Profit | <input type="checkbox"/> Public Organization/Jurisdiction |
| <input checked="" type="checkbox"/> State | <input type="checkbox"/> Sub-Recipient |
| <input type="checkbox"/> Federal | <input type="checkbox"/> Other |

Please indicate appropriate Tax Id #, Uniform Business Identification #, or Social Security # on Page 3 of this form.

TYPE OF REQUEST (Mark all that apply and provide breakdown of bid proposals along with all pertinent documentation):

- Public Works Project (RCW 39.04): Limited PW Process (<\$35,000) Limited PW Process (<\$40,000)
 Small PW Process (<\$300,000) PW Project (>\$300,000)
- Equipment, Materials, & Supplies (RCW 36.32): < \$5,000 (attach 3 bids) \$5,000-\$25,000 (use small works roster) >\$25,000 (competitive bids)
- Services / Leases: Architectural & Engineering Personal Services
 Lease (Personal Property i.e. copier, printer) Lease (Real
 Telecomm & Data Processing Other (Describe):

To be located at: _____

Exceptions to Bidding (Please provide appropriate documentation):

- Insurance/Bonds Emergency Event (Purchases/Public Works)
 Single (Sole) Source Purchase* Special Facilities/Market Conditions
*Resolution Required

PURCHASE UNDER ANOTHER AGENCY'S CONTRACT ("Piggybacking")

Please attach the following:

- Copy of Intergovernmental Agreement with other agency
- Confirmation that vendor agrees to participation
- Documentation that contract was awarded in compliance with bidding law
- Documentation that Agency posted bid/solicitation notice on its website or provided access link to the notice

- RFP RFQ Franchise Annexation Ordinance Resolution
 Appeal Inventory Acquisition/Disposal Tort Claim Call for Bids
 Open Space/Timber Classification Post, Advertise, Fill Position (New Employee Form Required)
 Other (please describe): _____

BACKGROUND/SUMMARY (include date of prior workshop and/or action, if applicable):

TOTAL COST/AMOUNT (include sales & use tax): 34,700

TOTAL TAX:

TOTAL SHIPPING/HANDLING:

EXPENDITURE FUND #: 116 ,XXX.XXX.XX.XX

EXPENDITURE BUDGETED? Yes No

Will supplemental be required? Yes No

IN-KIND MATCH REQUIRED? Yes No

DESCRIBE MATCH:

MATCHING FUNDS REQUIRED? Yes No

AMOUNT OF MATCHING FUNDS:

INTERAGENCY AGREEMENT
Between
Pacific County
and the
Pacific Conservation District

This agreement is by and between Pacific County, P.O. Box 68, South Bend, WA 98586 (hereinafter "the County") and the Pacific Conservation District, a municipal corporation of Washington State, P.O. Box 336, South Bend, WA 98586 (Tax ID # 91-1537018) (hereinafter "the District").

In this Agreement, the party who is contracting to receive services shall be referred to as "the County" and the party who will be providing the services shall be referred to as "the District."

The District was established in 1948 to implement natural resource conservation practices within the boundaries of the District. The County desires to have professional services provided by the District. Therefore, the parties agree as follows:

- 1. DESCRIPTION OF SERVICES.** The County has entered into Interagency Agreement number 15-04999 with the Washington State Department of Fish and Wildlife (WDFW). The purpose of this agreement is to compensate Pacific County for the cost of administering and operating the Pacific County Marine Resources Committee. The District shall be responsible for completing the project deliverables as specified in Attachment C of the Interagency Agreement to the satisfaction of the County and WDFW.

The District shall:

- Complete the scope of work and project deliverables by the deadlines as described within Attachment C. Should it not be possible to meet the deadlines, the District shall notify the County and WDFW prior to the due date and propose a revised deadline.
- Submit a complete voucher packet by the 10th day following the end of the quarter, including all supporting documents and original signatures, as necessary.
- Communicate with the County and WDFW if an amendment to the scope of work needs to be completed.
- Respond promptly to any communication from the County.

The County shall:

- Audit the voucher packet and submit the payment request to WDFW within seven (7) days from receipt of a complete packet. If the County is unable to approve the vouchers without additional clarification from the District, that time shall not count against the seven (7) day period, provided a timely request is made to the District for additional information.
- Authorize the payment to Conservation District within two days of receipt of the funds from WDFW. Checks will be sent at the next available Pacific County Accounts Payable date.
- Notify the District of any alterations to the expected payment, scope of work, or budget.
- Respond promptly to any communication from the District.

- 2. PAYMENT.** The County agrees to reimburse the District for eligible costs not to exceed \$34,700 to perform the services from the time period of July 1, 2015, through June 30, 2017. Eligible costs include: professional services, benefits, and administrative costs. The County can charge the District for all administrative costs pertaining to this project and if so, will invoice the District at the end of each month.

The total amount paid by the County to the District shall not exceed the amount the County receives from WDFW, minus the County's administrative costs, if applicable. If a payment to the District exceeds the amount received by the County, the next payment will reflect the deduction.

3. **TERM/TERMINATION.** This Agreement shall be retroactive to July 1, 2015, and shall terminate automatically on June 30, 2017, unless extended by mutual agreement. Either party may terminate the Agreement at any time. The party terminating the agreement shall provide written notice to the other party at least 30 days prior to termination as per the requirements within Section 6. Notices.
4. **RELATIONSHIP OF PARTIES.** It is understood by the parties that the District is an independent contractor with respect to the County and is not an employee of the County. The County will not provide fringe benefits, including health insurance benefits, paid vacation, or any other employee benefits, for the benefit of the District.
5. **ASSIGNMENT.** The District's obligations under this Agreement may not be assigned or transferred to any other person, firm, or corporation without the prior written consent of the County.
6. **NOTICES.** All notices required or permitted under this Agreement shall be in writing and shall be deemed delivered when delivered in person or delivered via United States Postal mail, certified with postage prepaid to the party representing the County and District at the following address:

The District: Mike Nordin
Pacific Conservation District
P.O. Box 336
South Bend, WA 98586

The County: Faith Taylor-Eldred
Pacific County, Department of Community Development
P.O. Box 68
South Bend, WA 98586

Address changes by either party must be provided by written notice to the other in the manner set forth above.

7. **ENTIRE AGREEMENT.** This Agreement contains the entire agreement of the parties and there are no other promises or conditions or any other agreement whether oral or written. This Agreement supersedes any prior written and/or oral agreements between the parties.
8. **AMENDMENT.** This Agreement may be modified or amended if the amendment is made in writing and is signed by both parties.
9. **SEVERABILITY.** If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.
10. **PUBLIC RECORDS ACT.** This Agreement and all public records associated with this Agreement shall be available from the County for inspection and copying by the public where required by the Public Records Act, Chapter 42.56 RCW (the "Act"). To the extent that public records then in the custody of the District are needed for the County to respond to a request under the Act, as determined by the County, the District agrees to make them promptly available to the County. If the District considers any portion of any record provided to the County under this Agreement, whether in electronic or hard copy form, to be protected from disclosure under law, the District shall clearly identify any specific information that it claims to be confidential or proprietary. If the County receives a request under the Act to inspect or copy the information so identified by the District and the County determines that release of the information is required by the Act or

otherwise appropriate, the County's sole obligations shall be to notify the District (a) of the request and (b) of the date that such information will be released to the requester unless the District obtains a court order to enjoin that disclosure pursuant to RCW 42.56.540. If the District fails to timely obtain a court order enjoining disclosure, the County will release the requested information on the date specified.

The County has, and by this section assumes, no obligation on behalf of the District to claim any exemption from disclosure under the Act. The County shall not be liable to the District for releasing records not clearly identified by the District as confidential or proprietary. The County shall not be liable to the District for any records that the County releases in compliance with this section or in compliance with an order of a court of competent jurisdiction. The District shall, to the maximum extent permissible by law, hold harmless and indemnify the County against any third-party claims for the release of records that the District did not seek a restraining order or otherwise seek to protect disclosure of confidential or privileged records.

- 11. OWNERSHIP.** The ownership of any and all data, reports, analyses, documents, photographs, pamphlets, plans, specifications, surveys, films or any other materials created, prepared, produced, constructed, assembled, made, performed or otherwise produced by the District or the District's subcontractors or consultants under this Agreement shall be as described in WDFW Agreement 15-04999, Attachment A - General Terms and Conditions, Rights in Data.
- 12. WAIVER OF CONTRACTUAL RIGHT.** The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver of limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.
- 13. VENUE.** In the event either party files a lawsuit to enforce the provisions of this Contract, the prevailing party shall be entitled to costs of suit, court costs, and reasonable attorney fees. Any lawsuit pertaining to this Contract shall be filed in the Pacific County Superior Court.
- 14. INSURANCE.** Without limiting the District's indemnification of County, and prior to commencement of this Contract, the District shall obtain, provide and maintain during the term of this Contract, policies or insurance of the type and amounts described below and in a form satisfactory to the Count.

General Liability Insurance. The District shall maintain commercial general liability insurance with at least as broad as Insurance Services Office form CG 00 0, in an amount not less than \$1,000,000 per occurrence, \$2,000,000 general aggregate, for bodily injury, personal injury, and property damage, including without limitation, blanket contractual liability.

Professional Liability (Errors & Omissions) Insurance. The District shall maintain professional liability insurance that covers the services to be performed in connection with this Contract, in the minimum amount of \$1,000,000 per claim and in the aggregate. Any policy inception date, continuity date, or retroactive date must be before the effective date of this Contract and the District agrees to maintain continuous coverage through a period no less than three years after completion of the services required by this Contract.

Workers' Compensation Insurance. The District shall, at its own expense, maintain Workers' Compensation Insurance (statutory Limits) and Employer's Liability Insurance (with limits of at least \$1,000,000).

Waiver of Subrogation. All insurance coverage maintained or procured pursuant to this Contract shall be endorsed to waive subrogation against the County, its elected or appointed officers, agents, officials, employees and volunteers or shall specifically allow the District or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to

a loss. The District hereby waives its own right of recovery against COUNTY, and shall require similar written express waivers and insurance clauses from each of its subcontractors.

The District must name the Count as an additional insured. The District agrees that its liability insurance shall be primary and non-contributory to the County's and that the District's liability insurance policy shall so state.

15. **APPLICABLE LAW.** The laws of the State of Washington shall govern this Agreement. This contract shall be binding upon and shall inure to the benefit of the parties hereto, their successors, and assigns.

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed
This 14th day of December 2015.

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

PACIFIC CONSERVATION BOARD

STEVE ROGERS, CHAIR

Bob Fullmer (City's vice-chair)
CHAIR *vice-chair*

LISA AYERS, COMMISSIONER

12-14-15
DATE

FRANK WOLFE, COMMISSIONER

ATTEST:

MARIE GUERNSEY, CLERK OF THE BOARD

DATE



INTERAGENCY AGREEMENT

TITLE: 15-17 Coastal MRC - Pacific County
CONTRACTOR: Pacific County
TYPE: Payable / Goods and Services / Interlocal

WDFW NUMBER: 15-04999
CONTRACT PERIOD: 07/01/2015 to 06/30/2017
CONTRACT VALUE: \$34,700.00

A. PARTIES TO THIS CONTRACT

This Contract is entered into between the Washington State Department of Fish and Wildlife (WDFW), 600 Capitol Way North, Olympia, WA 98501-1091; and Pacific County (Contractor), 1216 W. Robert Bush Drive, Post Office Box 68, South Bend, WA 98586; and shall be binding upon the agents and all persons acting by or through the parties.

B. PURPOSE OF CONTRACT

This contract sets out the terms and conditions by which the Contractor shall provide goods and/or services to WDFW.

C. DESCRIPTION OF PROJECT

The Contractor shall perform the project as described in Attachments, which are incorporated herein by this reference:

- Attachment A - General Terms and Conditions
- Attachment B - Contract/Project Summary
- Attachment C - Statement of Work

D. PERIOD OF PERFORMANCE

The performance period under this Contract shall commence on 07/01/2015 and terminate on 06/30/2017. No expenditures made before or after this period are eligible for reimbursement unless incorporated by written amendment into this Contract. The Contract may be terminated or the performance period extended pursuant to terms set forth in Attachment "A."

E. COMPENSATION / PAYMENT

The total dollars provided by WDFW for this project shall not exceed \$34,700.00. The Contractor shall be responsible for all project costs exceeding this amount. Only eligible reimbursement activities that are in direct support of the project deliverables identified in this Contract will be reimbursed. Any additional services provided by the Contractor must have prior written approval of WDFW.

Compensation for services rendered shall be payable upon receipt of properly completed invoices, which shall be submitted to the Project Manager by the Contractor not more often than monthly. The invoices shall describe the document to WDFW's satisfaction, a description of work performed, activities accomplished, or the progress of the project. The rates shall be in accordance with those herein agreed to.

Payment shall be considered timely if made by WDFW within 30 days after receipt of properly completed invoices. Payment shall be sent to the address designated by the Contractor. WDFW may, in its sole discretion, terminate the contract or withhold payments claimed by the Contractor for the services rendered if the Contractor fails to satisfactorily comply with any term or conditions of this contract.

F. RIGHTS AND OBLIGATIONS

All rights and obligations of the parties of this Contract are subject to this Contract, including the Attachments, which are incorporated herein by this reference. By signing this Contract the Contractor acknowledges that they have read, fully understand, and agree to be bound by all terms and conditions set forth in this Contract.

G. COMPLIANCE WITH APPLICABLE STATUTES, RULES, AND WDFW POLICIES

The Contractor shall comply with, all applicable state, federal, and local laws and regulations, including published WDFW policies, while performing under this Contract

H. ORDER OF PRECEDENCE

In the event of an inconsistency in this contract, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence in the following order:

- Applicable Federal and State of Washington statutes and regulations.
- Special Terms and Conditions as contained in this basic contract instrument.
- Attachment A - General Terms and Conditions.
- Any other provision, term or material incorporated herein by reference or otherwise incorporated.

I. CONTRACT REPRESENTATIVES

The below named representatives for each of the parties shall be the contact people for all communications and billings regarding the performance of this Contract. All written communications regarding this Contract shall be sent to the designated representatives at the addresses below unless notified in writing of any change.

Contractor's Representative

Jeni Maakad	MEGAN MCNELLY
Conservation District	PACIFIC COUNTY
904 W. Robert Bush	PO BOX 68
South Bend, WA 98586	SOUTH BEND, WA 98586
(360) 875-6735	(360) 875-9356
jeni.maakad@willapabay.org	MMCNELLY@CO.PACIFIC.WA.US

WDFW's Representative

Jessi Doerpinghaus
48 Devonshire Rd.
Montesano WA 98563
~~(360) 249-1219~~ 360-249-1224
jessi.doerpinghaus@dfw.wa.gov

J. ENTIRE CONTRACT

This Contract, along with all attachments and exhibits, constitutes the entire agreement of the parties. No other understandings, verbal or otherwise, regarding this Contract shall exist or bind any of the parties.

K. APPROVAL

This contract shall be subject to the written approval of WDFW'S authorized representative and shall not be binding until so approved. This Contract may be altered, amended, or waived only by a written amendment executed by both parties.

IN WITNESS WHERE, WDFW and the Contractor have signed this contract.

PACIFIC COUNTY

WASHINGTON DEPARTMENT OF FISH AND WILDLIFE

Signature and Date

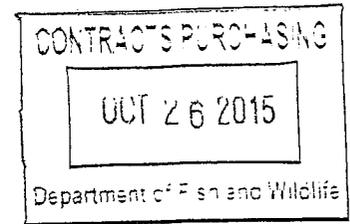
Signature and Date

Printed Name and Title

Printed Name and Title



Washington
Department of
**FISH and
WILDLIFE**



Letter of Transmittal

Pacific County
Jeni Maakad
Conservation District
904 W. Robert Bush
South Bend, WA 98586

October 21, 2015

FROM: Janice Jackson
Deputy Contracts Officer

WDFW CONTRACT #15-04999 | PACIFIC COUNTY

The documents transmitted herewith are as follows:

COPIES	DESCRIPTION	CODE
2	INTERAGENCY AGREEMENT	3, 4
1	ATTACHMENT B – CONTRACT / PROJECT SUMMARY	1, 7
1	ATTACHMENT C – STATEMENT OF WORK	1, 7

1. FOR YOUR USE
2. FOR REVIEW & DOCUMENTATION
3. FOR ACCEPTANCE
4. FOR EXECUTION / PLEASE SIGN & RETURN
5. REVIEW COMPLETE & RETURN
6. AS REQUESTED
7. OTHER: KEEP FOR YOUR RECORDS

REMARKS:

For acceptance, the referenced instrument is presented. If acceptable to the COUNTY, please sign both copies of the instrument, and return them to my attention at:

Washington Department of Fish and Wildlife
600 Capitol Way North
Olympia, WA 98501-1091

You may retain the attachments for your records. Once executed by WDFW, one will be returned to you for your records. Please let me know if you have questions. Thank you and be sure to make yours an excellent day!

**Attachment A -
GENERAL TERMS AND CONDITIONS
Interagency Agreements**

DEFINITIONS

As used throughout this contract, the following terms shall have the meaning set forth below:

- A. "AGENCY" shall mean the **Department of Fish and Wildlife** of the State of Washington, any division, section, office, unit or other entity of the AGENCY, or any of the officers or other officials lawfully representing that AGENCY.
- B. "AGENT" shall mean the Director, and/or the delegate authorized in writing to act on the Director's behalf.
- C. "CONTRACTOR" shall mean that firm, provider, organization, individual or other entity performing service(s) under this contract, and shall include all employees of the CONTRACTOR.
- D. "RCW" shall mean the Revised Code of Washington. All references in the contract to RCW chapters or sections shall include any successor, amended or replacement statutes.
- E. "SUBCONTRACTOR" shall mean one not in the employment of the CONTRACTOR, who is performing all or part of those services under this contract under a separate contract with the CONTRACTOR. The terms "SUBCONTRACTOR" and "SUBCONTRACTORS" means SUBCONTRACTOR(s) in any tier.

ADVANCE PAYMENTS PROHIBITED

No payments in advance of or in anticipation of goods or services to be provided under this contract shall be made by the AGENCY.

AMENDMENTS

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

**AMERICANS WITH DISABILITIES ACT (ADA) OF 1990,
PUBLIC LAW 101-336, also referred to as the "ADA" 28
CFR Part 35**

The CONTRACTOR must comply with the ADA, which provides comprehensive civil rights protection to individuals with disabilities in the areas of employment, public accommodations, state and local government services, and telecommunications.

ASSIGNMENT

Neither this contract, nor any claim arising under this contract, shall be transferred or assigned by the CONTRACTOR without prior written consent of the AGENCY.

CONFIDENTIALITY/SAFEGUARDING OF INFORMATION

The CONTRACTOR shall not use or disclose any information concerning the AGENCY, or information that may be classified as confidential, for any purpose not directly connected with the administration of this contract, except with prior written consent of the AGENCY, or as may be required by law.

DISALLOWED COSTS

The Contractor is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its Subcontractors.

DISPUTES

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

DUPLICATE PAYMENT

The AGENCY shall not pay the CONTRACTOR, if the CONTRACTOR has charged or will charge the State of Washington or any other party under any other contract or agreement, for the same services or expenses.

ENTIRE AGREEMENT

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

EQUIPMENT MANAGEMENT

For the purposes of this contract, "Inventoriable Equipment" shall mean a tangible asset which has a service life of more than one year and with a unit cost of \$5,000 or greater; and

tangible assets with a unit cost of more than \$300 that the AGENCY considers "small and attractive," such as engines, chain saws, communications equipment, global position systems, optical devices, cameras, microcomputer and related systems, and video equipment; and firearms, boats and motorized vehicles of any value.

If the CONTRACTOR uses contract funds to purchase Inventoriable Equipment, title to that Inventoriable Equipment shall be held by the AGENCY unless otherwise specified in this contract. The AGENCY's Inventoriable Equipment provided to the CONTRACTOR shall be used only for the performance of this contract. Title to the AGENCY's Inventoriable Equipment shall remain with the AGENCY.

The CONTRACTOR shall take reasonable steps to account for and protect Inventoriable Equipment from loss or damage; report to the AGENCY any loss or damage of such property; and take reasonable steps to protect such property from further damage. The CONTRACTOR shall surrender to the AGENCY all Inventoriable Equipment either provided by the AGENCY or purchased with contract funds upon the completion or termination of this contract.

FINAL INVOICE

The CONTRACTOR shall submit the final invoice not later than 60 calendar days from the end of the contract period.

GOVERNING LAW

This contract shall be construed and interpreted in accordance with the laws of the State of Washington, and the venue of any action brought hereunder shall be in the Superior Court for Thurston County.

HOLD HARMLESS

Each party to this contract will be assigned, and assume responsibility for any damages to third parties that are attributable to the negligent acts or omissions of the individual party. Both parties agree, to the extent permitted by law, to defend, protect, save and hold harmless the other party, its officers, agents, and employees from any and all claims, costs, damages, and expenses suffered due to each party's own actions or those of its agents or employees in the performance of this contract.

INDEPENDENT CAPACITY

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

NONDISCRIMINATION

During the performance of this contract, both parties shall comply with all federal and state nondiscrimination laws,

regulations and policies. In the event of the CONTRACTOR'S non-compliance or refusal to comply with any nondiscrimination law, regulation, or policy, this contract may be rescinded, canceled or terminated in whole or in part, and the CONTRACTOR may be declared ineligible for further contracts with the AGENCY. The CONTRACTOR shall, however, be given a reasonable time in which to cure this noncompliance. Any dispute may be resolved in accordance with the "Disputes" procedure set forth herein.

PREVAILING WAGE

If any work performed by subcontractors is subject to Chapter 39.12 of the Revised Code of Washington, the CONTRACTOR shall ensure that its subcontractors pay the prevailing rate of wages to all subcontractor workers, laborers or mechanics in the performance of any part of the work described in the contract in accordance with state law and Department of Labor and Industries rules and regulations.

RECORDS MAINTENANCE

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

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

RIGHT OF INSPECTION

The CONTRACTOR shall provide right of access to its facilities to the AGENCY, or any of its officers, or to any other authorized agent or official of the state of Washington or the federal government, at all reasonable times, in order to monitor and evaluate performance, compliance, and/or quality assurance under this contract.

RIGHTS IN DATA

Unless otherwise provided, data which originates from this contract shall be "works for hire" as defined by the U.S. Copyright

Act of 1976 and shall be owned by the AGENCY. Data shall include, but not be limited to, reports, documents, pamphlets, advertisements, books magazines, surveys, studies, computer programs, films, tapes and/or sound reproductions. Ownership includes the right to copyright, patent, register and the ability to transfer these rights.

SAVINGS

In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of this contract and prior to normal completion, the AGENCY may terminate the contract under the "Termination for Convenience" clause, without the ten-day notice requirement, subject to renegotiation at the AGENCY'S discretion under those new funding limitations and conditions.

SEVERABILITY

The provisions of this contract are intended to be severable. If any term or provision is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of the contract.

SUBCONTRACTING

Neither the CONTRACTOR nor any SUBCONTRACTOR shall enter into subcontracts for any of the work contemplated under this contract without obtaining prior written approval of the AGENCY. In no event shall the existence of the subcontract operate to release or reduce the liability of the CONTRACTOR to the AGENCY for any breach in the performance of the CONTRACTOR'S duties. This clause does not include contracts of employment between the CONTRACTOR and personnel assigned to work under this contract.

Additionally, the CONTRACTOR is responsible for ensuring that all terms, conditions, assurances and certifications set forth in this contract are carried forward to any subcontracts. CONTRACTOR and its subcontractors agree not to release, divulge, publish, transfer, sell or otherwise make known to unauthorized persons personal information without the express written consent of the agency or as provided by law.

TERMINATION

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

TERMINATION FOR CAUSE

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

WAIVER

Waiver of any default or breach shall not be deemed a waiver of any subsequent default or breach. Any waiver shall not be construed to be a modification of the terms of this contract unless stated to be such in writing and signed by authorized representative of the AGENCY.

**Attachment B -
CONTRACT/PROJECT SUMMARY**

TITLE: 15-17 Coastal MRC - Pacific County		WDFW CONTRACT NUMBER: 15-04999	
PERIOD: 07/01/2015 to 06/30/2017 CONTRACTOR: Pacific County CONTRACT TYPE: Payable / Goods and Services / Interlocal		WDFW MANAGER: Jessi Doerpinghaus (360) 249-1219	
SUMMARY CONTRACT DESCRIPTION: The purpose of this contract is to support the administrative capacity for the Pacific County Marine Resources Committee (MRC) and to provide project funds. The goal of the Coastal MRC Program is to understand, steward, and restore the marine and estuarine ecological processes of the Washington coast in support of ecosystem health, sustainable marine resource-based livelihoods, cultural integrity, and coastal communities. All projects will follow the requirements in the Coastal MRC 2015-2017 Policies and Procedures Manual. This contract addresses the following program benchmarks: Education and Outreach, Coastal Communities, Marine Habitats, Marine Life, and Marine and Fresh Water Quality.			
Master Index Number(s): 12717			
CFDA Number	Award Year	Award Number	Research & Development?
Not Applicable	BN 15-17		

**Attachment C -
STATEMENT OF WORK**

1. Introduction

The purpose of this contract is to support the administrative capacity for the Pacific County Marine Resources Committee (MRC) and to provide project funds. The goal of the Coastal MRC Program is to understand, steward, and restore the marine and estuarine ecological processes of the Washington coast in support of ecosystem health, sustainable marine resource-based livelihoods, cultural integrity, and coastal communities. All projects will follow the requirements in the Coastal MRC 2015-2017 Policies and Procedures Manual. This contract addresses the following program benchmarks: Education and Outreach, Coastal Communities, Marine Habitats, Marine Life, and Marine and Fresh Water Quality

2. Description of All Project Requirements

2.1 SUMMARY PROJECT DESCRIPTION 07/01/2015- 06/30/2017

The purpose of this contract is to support the administrative capacity for the Pacific County Marine Resources Committee (MRC) and to provide project funds. The goal of the Coastal MRC Program is to understand, steward, and restore the marine and estuarine ecological processes of the Washington coast in support of ecosystem health, sustainable marine resource-based livelihoods, cultural integrity, and coastal communities. All projects will follow the requirements in the Coastal MRC 2015-2017 Policies and Procedures Manual. This contract addresses the following program benchmarks: Education and Outreach, Coastal Communities, Marine Habitats, Marine Life, and Marine and Fresh Water Quality.

2.2 PROJECT STATEMENT OF WORK

CONTRACT AWARD FOR FY2016 AND FY2017 \$34,700

The following tasks are required for the completion of this contract.

OPERATIONS - TASK 1: MRC COORDINATION

The Pacific Conservation District, through an MOU with Pacific County will provide MRC coordination support for the MRC. This includes planning, organizing, and facilitating meetings, recording and distributing meeting and activity summaries to those interested in the MRC activities. The MRC coordinator will manage tasks of the MRC, assign work to volunteers, and assure timely completion of work and final reports. The MRC coordinator is also responsible for coordinating with WDFW and completing contract deliverables. Additionally, the MRC coordinator will maintain and develop outreach tools to communicate with the MRC and the public regarding activities and accomplishments. **Cost: \$20,000**

Deliverable 1a: Name and contact information for the MRC Coordinator and County contacts. (Due October 15, 2015)

Deliverable 1b: FY16 project budget and work plan. (Due October 15, 2015)

Deliverable 1c: Annual Report form that includes summary of actions completed in the first quarter, as well as a list of prioritized recommendations for future action. This information will be included in the annual Report to the Legislature. (Due October 15, 2015)

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

Deliverable 1e: If revised, submit a list of county appointed MRC board members including full name, organization and MRC seat representation. Approved Ground Rules and By Laws. (Due July 10, 2016)

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

Deliverable 1g: A final report that includes prioritized recommendations for future actions and products for MRC development, a description of challenges and growth over the past year, and ideas on new ways to utilize the MRC to implement the Coastal MRC Program Priorities. (Due July 10, 2016)

PROJECTS – TASK 2: WASHINGTON COASTAL MARINE ADVISORY COUNCIL REPRESENTATION

Pacific County MRC will designate one or more representative(s) or alternate(s) to attend the regular Washington Coastal Marine Advisory Council (WCMAC) meetings. The designee will represent the MRC's interests and perspectives on behalf of the entire MRC membership, share updates on local issues and activities, learn about regional and state agency activities, coordinate on shared interests, and then report key items back to the MRC. PCMRC may cooperate with the WCMAC on projects and recommendations. The MRC will support one representative's mileage at the per diem rate to and from each meeting. This task addresses the program benchmarks: Education and Outreach and Coastal Communities. **Cost: \$400**

Deliverable 2a: A brief summary describing the MRC's WCMAC participation and representation at each meeting. (Due June 30, 2016)

PROJECTS – TASK 3: BEACH CLEANUP, GRASS ROOTS GARBAGE GANG

Pacific County MRC will support and participate in three beach cleanup events planned and organized by the Grass Roots Garbage Gang (GRGG). The MRC will volunteer, provide garbage bags, pay tipping fees, and advertise for each of the cleanup events. This task addresses the program benchmarks: Marine Habitats, Marine Life, Marine and Fresh Water Quality, Education and Outreach, and Coastal Communities. **Cost: \$4,000**

Deliverable 3a: Submit a final report form with pictures of the events. (Due June 30, 2016)

PROJECTS – TASK 4: SCIENCE CONFERENCE

The PCMRC will host its annual science conference in 2016. This task includes planning for and hosting a local science conference in order to promote and raise awareness about local marine and estuarine resource issues among members of the MRC and the public. Topics for the conference will be generated from the previous year's comments. A sub-committee will organize and advertise for the event and develop a detailed budget approved by the PCMRC Board. This task addresses the following program benchmarks: Education and Outreach, and Coastal Communities. **Cost: \$3,000**

Deliverable 4a: A conference agenda with confirmed conference dates, topics, speakers, a detailed budget, and an administrative plan to recruit participants. (Due March 15, 2016)

Deliverable 4b: A report of the outcomes from the conference, including a list of participants, strengths and suggested improvements for future events and pictures. (Due June 30, 2016)

PROJECT- TASK 5: PACIFIC COUNTY HIGH SCHOOLS MARINE CLUB AND KNOWLEDGE COMPETITION

The Pacific Conservation District will work with the six local Pacific County high schools to develop a marine education club to better educate students on the marine resources of the area. Activities will include studying materials related to Pacific County Marine Resources and practice exams prior to competition. At the end of the year, the clubs will compete against each other at a knowledge competition. This task addresses the following program benchmarks: Education and Outreach and Marine Life. **Cost \$7,300**

Deliverable 5a: Submit a final report form with pictures of the event. (Due June 30, 2016)



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

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

REQUESTED MEETING DATE:
12/22/15

AGENDA REQUEST FORM

TO BE COMPLETED BY CLERK OF THE BOARD / DEPUTY CLERK OF THE BOARD			
		Agenda Item #: <u>20</u>	
BOCC ACTION:	<input type="checkbox"/> APPROVED	<input type="checkbox"/> DENIED	Initial: _____ Date: _____
<input type="checkbox"/> SUBJECT TO ADEQUATE BUDGET APPROPRIATIONS			Review <input type="checkbox"/> Clerk of the Board
<input type="checkbox"/> NO ACTION TAKEN/WITHDRAWN	<input type="checkbox"/> DEFERRED TO: _____	<input type="checkbox"/> Risk Mgmt	
<input type="checkbox"/> CONTINUED TO DATE: _____	TIME: _____	<input type="checkbox"/> Legal Required	
<input type="checkbox"/> OTHER: _____			
DISTRIBUTION LIST:			
<input type="checkbox"/> RF	<input type="checkbox"/> Assessor	<input type="checkbox"/> DPW	<input type="checkbox"/> PACCOM
<input type="checkbox"/> CF	<input type="checkbox"/> Auditor	<input type="checkbox"/> PCEMA	<input type="checkbox"/> PC Fair
<input type="checkbox"/> SEA	<input type="checkbox"/> Clerk	<input type="checkbox"/> Health	<input type="checkbox"/> Prosecutor
	<input type="checkbox"/> Civil Service	<input type="checkbox"/> Juvenile	<input type="checkbox"/> SDC
	<input type="checkbox"/> DCD	<input type="checkbox"/> NDC	<input type="checkbox"/> Sheriff
			<input type="checkbox"/> Superior Court
			<input type="checkbox"/> Treasurer
			<input type="checkbox"/> Veg Mgmt
			<input type="checkbox"/> WSU Ext.
			<input type="checkbox"/> Other

AGENDA ITEM REQUEST

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

DEPARTMENT/OFFICE: <u>Community Development</u>	DIVISION (if applicable): <u>Planning</u>
OFFICIAL NAME & TITLE: <u>Megan McNelly</u>	PHONE / EXT: <u>875-9356</u>
SIGNATURE: _____	DATE: <u>12/16/2015</u>
NARRATIVE OF REQUEST	
<p>The Department requests that the Board approve Funding Board Project Agreement 15-1385P with the Recreation and Conservation Office (RCO). The work is focused on restoration and maintaining salmon recovery. The project end date is 6/30/2017 and is for \$120,000 over the two year period.</p> <p>The Department requests that the Board approve the interlocal agreement with the Conservation District to perform the scope of work described in Agreement 15-1385P.</p>	
<p>RECOMMENDED MOTION (To Be Completed by the Clerk/Deputy Clerk of the Board) Approve Funding Board Project Agreement #15-1385P with the WA State Recreation and Conservation Office and authorize Chair to sign; and approve Interagency Agreement with Pacific Conservation District for coordinating salmon recovery by project sponsors</p>	

Name of Contractor: Washington State Recreation and Conservation Office

Name of Contract/Agreement/Grant/Amendment #: (if amendment, provide copy of those pages being amended):

Indicate type:

- Intergovernmental/Interagency Employment/Special Services Agreement Federal Contract
 Memorandum of Understanding/Agreement Interoffice/Interdepartmental State Contract

- Contractor Type (check all that apply):
- | | |
|-------------------------------------------|-----------------------------------------------------------|
| <input type="checkbox"/> For-Profit | <input type="checkbox"/> Private Organization/Individual |
| <input type="checkbox"/> Non-Profit | <input type="checkbox"/> Public Organization/Jurisdiction |
| <input checked="" type="checkbox"/> State | <input type="checkbox"/> Sub-Recipient |
| <input type="checkbox"/> Federal | <input type="checkbox"/> Other |

Please indicate appropriate Tax Id #, Uniform Business Identification #, or Social Security # on Page 3 of this form.

TYPE OF REQUEST (Mark all that apply and provide breakdown of bid proposals along with all pertinent documentation):

- Public Works Project (RCW 39.04): Limited PW Process (<\$35,000) Limited PW Process (<\$40,000)
 Small PW Process (<\$300,000) PW Project (>\$300,000)
- Equipment, Materials, & Supplies (RCW 36.32): < \$5,000 (attach 3 bids) \$5,000-\$25,000 (use small works roster) >\$25,000 (competitive bids)
- Services / Leases: Architectural & Engineering Personal Services
 Lease (Personal Property i.e. copier, printer) Lease (Real
 Telecomm & Data Processing Other (Describe):

To be located at: _____

Exceptions to Bidding (Please provide appropriate documentation):

- Insurance/Bonds Emergency Event (Purchases/Public Works)
 Single (Sole) Source Purchase* Special Facilities/Market Conditions

*Resolution Required

PURCHASE UNDER ANOTHER AGENCY'S CONTRACT ("Piggybacking")

Please attach the following:

- Copy of Intergovernmental Agreement with other agency
- Confirmation that vendor agrees to participation
- Documentation that contract was awarded in compliance with bidding law
- Documentation that Agency posted bid/solicitation notice on its website or provided access link to the notice

- RFP RFQ Franchise Annexation Ordinance Resolution
 Appeal Inventory Acquisition/Disposal Tort Claim Call for Bids
 Open Space/Timber Classification Post, Advertise, Fill Position (New Employee Form Required)
 Other (please describe): _____

BACKGROUND/SUMMARY (include date of prior workshop and/or action, if applicable):

TOTAL COST/AMOUNT (include sales & use tax): 120,000

TOTAL TAX:

TOTAL SHIPPING/HANDLING:

EXPENDITURE FUND #: 116 .XXX.XXX.XX.XX

EXPENDITURE BUDGETED? Yes No

Will supplemental be required? Yes No

IN-KIND MATCH REQUIRED? Yes No

DESCRIBE MATCH:

MATCHING FUNDS REQUIRED? Yes No

AMOUNT OF MATCHING FUNDS:

BOCC / RISK MANAGEMENT / LEGAL REVIEW

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

Legal Contracting Authority/Entity

OK Comments/Changes

Business License/Professional License/Debarment

OK Comments/Changes

(Please indicate appropriate ID#)

TIN#:

UBI#:

SS#:

Background Check(s)

OK Comments/Changes

Risk Transfer - Indemnity and Insurance

OK Comments/Changes

Fund/Budget Authorization

OK Comments/Changes

EEOC/WMBE Requirements and/or Wage Determination

ADA

OK Comments/Changes

POSTED ON WEB

NOTES/COMMENTS

INTERAGENCY AGREEMENT
Between
Pacific County
and the
Pacific Conservation District

This agreement is by and between Pacific County, P.O. Box 68, South Bend, WA 98586 (hereinafter "the County") and the Pacific Conservation District, a municipal corporation of Washington State, P.O. Box 336, South Bend, WA 98586 (Tax ID # 91-1537018) (hereinafter "the District").

In this Agreement, the party who is contracting to receive services shall be referred to as "the County" and the party who will be providing the services shall be referred to as "the District."

The District was established in 1948 to implement natural resource conservation practices within the boundaries of the District. The County desires to have professional services provided by the District. Therefore, the parties agree as follows:

- 1. DESCRIPTION OF SERVICES.** The County has entered into Funding Board Project Agreement (Project Number 15-1385P) with the Salmon Recovery Funding Board (SRFB) and the Washington State Recreation and Conservation Office (RCO). The purpose of this agreement is to compensate Pacific County for the cost of coordinating salmon recovery by project sponsors. The District shall be responsible for completing the project deliverables as specified in the Washington Coast Region Lead Entity Scope of Work Template July 1, 2015 – June 30, 2016 (Scope of Work).

The District shall:

- Complete the scope of work and project deliverables by the deadlines as described within the Scope of Work. Should it not be possible to meet the deadlines, the District shall notify the County and RCO prior to the due date and propose a revised deadline.
- Submit a complete voucher packet by the 10th day following the end of the quarter, including all supporting documents and original signatures, as necessary.
- Include the County in any communication between RCO and the District regarding any of the following: Scope of Work, funding or budget, or agreement. This will include forwarding copies of letters, etc, sent from RCO to the District.
- Respond promptly to any communication from the County.

The County shall:

- Audit the voucher packet and submit the payment request to RCO within seven (7) days from receipt of a complete packet. If the County is unable to approve the vouchers without additional clarification from the District, that time shall not count against the seven (7) day period, provided a timely request is made to the District for additional information.
- Authorize the payment to Conservation District within two days of receipt of the funds from RCO. Checks will be sent at the next available Pacific County Accounts Payable date.
- Notify the District of any alterations to the expected payment, scope of work, or budget.
- Respond promptly to any communication from the District.

- 2. PAYMENT.** The County agrees to reimburse the District for eligible costs not to exceed \$60,000 to perform the services from the time period of July 1, 2015, through June 30, 2016. Eligible costs include: professional services, benefits, and administrative costs. The County can charge the District for all administrative costs pertaining to this project and if so, will invoice the District at the end of each month.

shall clearly identify any specific information that it claims to be confidential or proprietary. If the County receives a request under the Act to inspect or copy the information so identified by the District and the County determines that release of the information is required by the Act or otherwise appropriate, the County's sole obligations shall be to notify the District (a) of the request and (b) of the date that such information will be released to the requester unless the District obtains a court order to enjoin that disclosure pursuant to RCW 42.56.540. If the District fails to timely obtain a court order enjoining disclosure, the County will release the requested information on the date specified.

The County has, and by this section assumes, no obligation on behalf of the District to claim any exemption from disclosure under the Act. The County shall not be liable to the District for releasing records not clearly identified by the District as confidential or proprietary. The County shall not be liable to the District for any records that the County releases in compliance with this section or in compliance with an order of a court of competent jurisdiction. The District shall, to the maximum extent permissible by law, hold harmless and indemnify the County against any third-party claims for the release of records that the District did not seek a restraining order or otherwise seek to protect disclosure of confidential or privileged records.

- 11. OWNERSHIP.** Any and all data, reports, analyses, documents, photographs, pamphlets, plans, specifications, surveys, films or any other materials created, prepared, produced, constructed, assembled, made, performed or otherwise produced by the District or the District's subcontractors or consultants for delivery to the County under this Agreement shall be the sole and absolute property of the County. Such property shall constitute "work made for hire" as defined by the U.S. Copyright Act of 1976, 17 U.S.C. § 101, and the ownership of the copyright and any other intellectual property rights in such property shall vest in the County at the time of its creation. Ownership of the intellectual property includes the right to copyright, patent, and register, and the ability to transfer these rights. Material which the District uses to perform this Agreement but is not created, prepared, constructed, assembled, made, performed or otherwise produced for or paid for by the County is owned by the District and is not "work made for hire" within the terms of this Agreement.
- 12. WAIVER OF CONTRACTUAL RIGHT.** The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver of limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.
- 13. VENUE.** In the event either party files a lawsuit to enforce the provisions of this Contract, the prevailing party shall be entitled to costs of suit, court costs, and reasonable attorney fees. Any lawsuit pertaining to this Contract shall be filed in the Pacific County Superior Court.
- 14. INSURANCE.** Without limiting the District's indemnification of County, and prior to commencement of this Contract, the District shall obtain, provide and maintain during the term of this Contract, policies or insurance of the type and amounts described below and in a form satisfactory to the Count.

General Liability Insurance. The District shall maintain commercial general liability insurance with at least as broad as Insurance Services Office form CG 00 0, in an amount not less than \$1,000,000 per occurrence, \$2,000,000 general aggregate, for bodily injury, personal injury, and property damage, including without limitation, blanket contractual liability.

Professional Liability (Errors & Omissions) Insurance. The District shall maintain professional liability insurance that covers the services to be performed in connection with this Contract, in the minimum amount of \$1,000,000 per claim and in the aggregate. Any policy inception date, continuity date, or retroactive date must be before the effective date of this Contract and the District agrees to maintain continuous coverage through a period no less than three years after completion of the services required by this Contract.

Funding Board Project Agreement

Project Sponsor: Pacific County

Project Number: 15-1385P

Project Title: Pacific County Lead Entity 2015-2017

Approval Date: 11/25/2015

A. PARTIES OF THE AGREEMENT

This Project Agreement (Agreement) is entered into between the State of Washington by and through the Salmon Recovery Funding Board (SRFB or funding board) and the Recreation and Conservation Office, P.O. Box 40917, Olympia, Washington 98504-0917 and Pacific County (sponsor), PO Box 187, South Bend, WA 98586 and shall be binding on the agents and all persons acting by or through the parties. The sponsor's Data Universal Numbering System (DUNS) Number is 084604016.

B. PURPOSE OF AGREEMENT

This Agreement sets out the terms and conditions by which a grant is made from the State Building Construction Account of the State of Washington. The grant is administered by the Recreation and Conservation Office (RCO) to the sponsor for the project named above per the director's authority granted in RCW 79A.25.020.

C. DESCRIPTION OF PROJECT

The Pacific County Lead Entity will use this grant to coordinate its technical and citizens committees and to facilitate strategic on-the-ground salmon recovery by project sponsors. Its local process solicits, ranks, and prioritizes projects that restore and maintain salmon habitat and ecosystem function while increasing public awareness. The lead entity coordinates with regional and state-wide salmon recovery efforts, administers grant funding, and reports on progress. It communicates its work through representation at appropriate local and statewide forums and by providing data to the Habitat Work Schedule database.

This grant will result in the Pacific County Lead Entity bringing the most suitable projects in Watershed Resource Inventory Area 24 to the Salmon Recovery Funding Board for the consideration in the 2015-17 grant rounds. Watershed Resource Inventory Area 24 encompasses the drainages south of the Pacific-Grays Harbor county line near Grayland, south to the mouth of the Columbia River, and several minor drainages in the Columbia River west of Knappton. Most of this area drains into Willapa Bay with the largest watersheds being the Naselle, Willapa, and North rivers.

The Pacific County Lead Entity, like other lead entities in Washington's salmon recovery effort, is a community-based group that develops strategies to restore salmon habitat and recruits organizations to do the work.

D. PERIOD OF PERFORMANCE

The period of performance begins on July 1, 2015 (project start date) and ends on June 30, 2017 (project end date). No allowable cost incurred before or after this period is eligible for reimbursement unless specifically provided for by written amendment or addendum to this Agreement or specifically provided for by WAC Titles 286, 420, or RCFB and/or SRFB policies published in RCO manuals as of the effective date of this agreement.

The sponsor must request extensions of the period of performance at least 60 days before the project end date.

The sponsor has obligations beyond this period of performance as described in Section E: On-going Obligations.

E. ON-GOING OBLIGATIONS

For this planning project, the sponsor's on-going obligation shall be the same as the period of performance identified in Section D: Period of Performance.

F. PROJECT FUNDING

The total grant award provided by the funding board for this project shall not exceed \$60,000.00. The funding board shall not pay any amount beyond that approved for grant funding of the project and within the funding board's percentage as identified below. The sponsor shall be responsible for all total project costs that exceed this amount. The minimum matching share provided by the sponsor shall be as indicated below:

	Percentage	Dollar Amount	Source of Funding
SRFB - Salmon-LE Fed Contracts	75.82%	\$45,489.00	Federal
SRFB - Salmon-LE Fed Contracts	75.82%	\$45,489.00	Federal
SRFB - Salmon-LE State Contracts	24.19%	\$14,511.00	State
SRFB - Salmon-LE State Contracts	24.19%	\$14,511.00	State
Project Sponsor	0.00%	\$0.00	
Total Project Cost	200.00%	\$120,000.00	

G. FEDERAL FUND INFORMATION

A portion or all of the funds for this project are provided through the following federal funding source(s):

Federal Agency: US Dept of Commerce
Catalog of Federal Domestic Assistance Number and Name: 11.438 - PCSRF
Federal Award Identification Number: NA15NMF4380226
Federal Fiscal Year: 2015
Federal Award Date: 08/11/2015
Total Federal Award: \$19,400,000
Federal Award Project Description: FY2015 Pacific Coast Salmon Recovery - Pacific Salmon Treaty Program

Sponsor's Indirect Cost Rate: 0.00% of all costs for this agreement

If federal funding information is included in this section, this Agreement is funded by a federal subaward from a portion of the total federal award. This funding is not research and development (R & D).

If the sponsor's total federal expenditures are \$750,000 or more during the sponsor's fiscal-year, the sponsor is required to have a federal single audit conducted for that year in compliance with 2 C.F.R. Part 200, Sub Part F - Audit Requirements, Section 500 (2013). The sponsor must provide a copy of the final audit report to RCO within nine months of the end of the sponsor's fiscal year, unless a longer period is agreed to in advance by the federal agency identified in this section.

RCO may suspend all reimbursements if the sponsor fails to timely provide a single federal audit; further the RCO reserves the right to suspend any RCO Agreements with the sponsor if such noncompliance is not promptly cured.

H. RIGHTS AND OBLIGATIONS INTERPRETED IN LIGHT OF RELATED DOCUMENTS

All rights and obligations of the parties under this Agreement shall be interpreted in light of the information provided in the sponsor's application and the project summary under which the Agreement has been approved as well as documents produced in the course of administering the Agreement, including the eligible scope activities and milestones report incorporated herein by reference. Provided, to the extent that information contained in such documents is inconsistent with this Agreement, it shall not be used to vary the terms of the Agreement, unless those terms are shown to be subject to an unintended error or omission. This "Agreement" as used here and elsewhere in this document, unless otherwise specifically stated, has the meaning set forth in the definition of the Standard Terms and Conditions.

I. AMENDMENTS MUST BE SIGNED IN WRITING

Except as provided herein, no amendment/deletions of any of the terms or conditions of this Agreement will be effective unless provided in writing and signed by both parties. Except, extensions of the period of performance and minor scope adjustments need only be signed by RCO's director or designee, unless the consent of the sponsor to an extension is required by its auditing policies, regulations, or legal requirements, in which case, no extension shall be effective until so consented.

J. COMPLIANCE WITH APPLICABLE STATUTES, RULES, AND RCFB-SRFB POLICIES

This agreement is governed by, and the sponsor shall comply with, all applicable state and federal laws and regulations, including any applicable 16 U.S.C. 3645 (d) (2), 2 C.F.R. Part 1327, RCW 77.85, WAC 420 and RCFB and/or SRFB policies published in RCO manuals as of the effective date of this agreement, all of which are incorporated herein by this reference as if fully set forth.

K. SPECIAL CONDITIONS

None

L. AGREEMENT CONTACTS

The parties will provide all written communications and notices under this Agreement to the mail address or the email address listed below if not both:

Project Contact

Name: Tom Kollasch
Title: Lead Entity Coordinator
Address: 904 W Robert Bush Dr
South Bend, WA 98586
Email: tkollasch@willapabay.org

SRFB

Recreation and Conservation Office
Natural Resources Building
PO Box 40917
Olympia, Washington 98504-0917

These addresses shall be effective until receipt by one party from the other of a written notice of any change.

M. ENTIRE AGREEMENT

This Agreement, with all amendments and attachments, constitutes the entire Agreement of the parties. No other understandings, oral or otherwise, regarding this Agreement shall exist or bind any of the parties.

N. EFFECTIVE DATE

This Agreement, for project 15-1385P, shall be subject to the written approval of the RCO's authorized representative and shall not be effective and binding until the date signed by both the sponsor and the RCO, whichever is later (Effective Date). Reimbursements for eligible and allowable costs incurred within the period of performance identified in Section D: Period of Performance are allowed only when this Agreement is fully executed and an original is received by RCO.

The sponsor has read, fully understands, and agrees to be bound by all terms and conditions as set forth in this Agreement. The signators listed below represent and warrant their authority to bind the parties to this Agreement.

Pacific County

By: _____

Date: _____

Name: (printed) _____

Title: _____

**State of Washington, Recreation Conservation Office
On behalf of the Salmon Recovery Funding Board (SRFB or funding board)**

By: _____

Date: _____

Kaleen Cottingham
Director
Recreation and Conservation Office

Pre-approved as to form:

By: _____ /s/ _____

Date: _____ July 20, 2015

Assistant Attorney General

Funding Board Project Agreement

Project Sponsor: Pacific County

Project Number: 15-1385P

Project Title: Pacific County Lead Entity 2015-2017

Approval Date: 11/25/2015

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C. DESCRIPTION OF PROJECT

The Pacific County Lead Entity will use this grant to coordinate its technical and citizens committees and to facilitate strategic on-the-ground salmon recovery by project sponsors. Its local process solicits, ranks, and prioritizes projects that restore and maintain salmon habitat and ecosystem function while increasing public awareness. The lead entity coordinates with regional and state-wide salmon recovery efforts, administers grant funding, and reports on progress. It communicates its work through representation at appropriate local and statewide forums and by providing data to the Habitat Work Schedule database.

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The sponsor must request extensions of the period of performance at least 60 days before the project end date.

The sponsor has obligations beyond this period of performance as described in Section E: On-going Obligations.

E. ON-GOING OBLIGATIONS

For this planning project, the sponsor's on-going obligation shall be the same as the period of performance identified in Section D: Period of Performance.

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Project Sponsor	0.00%	\$0.00	
Total Project Cost	200.00%	\$120,000.00	

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Federal Fiscal Year: 2015
Federal Award Date: 08/11/2015
Total Federal Award: \$19,400,000
Federal Award Project Description: FY2015 Pacific Coast Salmon Recovery - Pacific Salmon Treaty Program

Sponsor's Indirect Cost Rate: 0.00% of all costs for this agreement

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RCO may suspend all reimbursements if the sponsor fails to timely provide a single federal audit; further the RCO reserves the right to suspend any RCO Agreements with the sponsor if such noncompliance is not promptly cured.

H. RIGHTS AND OBLIGATIONS INTERPRETED IN LIGHT OF RELATED DOCUMENTS

All rights and obligations of the parties under this Agreement shall be interpreted in light of the information provided in the sponsor's application and the project summary under which the Agreement has been approved as well as documents produced in the course of administering the Agreement, including the eligible scope activities and milestones report incorporated herein by reference. Provided, to the extent that information contained in such documents is inconsistent with this Agreement, it shall not be used to vary the terms of the Agreement, unless those terms are shown to be subject to an unintended error or omission. This "Agreement" as used here and elsewhere in this document, unless otherwise specifically stated, has the meaning set forth in the definition of the Standard Terms and Conditions.

I. AMENDMENTS MUST BE SIGNED IN WRITING

Except as provided herein, no amendment/deletions of any of the terms or conditions of this Agreement will be effective unless provided in writing and signed by both parties. Except, extensions of the period of performance and minor scope adjustments need only be signed by RCO's director or designee, unless the consent of the sponsor to an extension is required by its auditing policies, regulations, or legal requirements, in which case, no extension shall be effective until so consented.

J. COMPLIANCE WITH APPLICABLE STATUTES, RULES, AND RCFB-SRFB POLICIES

This agreement is governed by, and the sponsor shall comply with, all applicable state and federal laws and regulations, including any applicable 16 U.S.C. 3645 (d) (2), 2 C.F.R. Part 1327, RCW 77.85, WAC 420 and RCFB and/or SRFB policies published in RCO manuals as of the effective date of this agreement, all of which are incorporated herein by this reference as if fully set forth.

K. SPECIAL CONDITIONS

None

L. AGREEMENT CONTACTS

The parties will provide all written communications and notices under this Agreement to the mail address or the email address listed below if not both:

<u>Project Contact</u>	<u>SRFB</u>
Name: Tom Kollasch	Recreation and Conservation Office
Title: Lead Entity Coordinator	Natural Resources Building
Address: 904 W Robert Bush Dr South Bend, WA 98586	PO Box 40917 Olympia, Washington 98504-0917
Email: tkollasch@willapabay.org	

These addresses shall be effective until receipt by one party from the other of a written notice of any change.

M. ENTIRE AGREEMENT

This Agreement, with all amendments and attachments, constitutes the entire Agreement of the parties. No other understandings, oral or otherwise, regarding this Agreement shall exist or bind any of the parties.

N. EFFECTIVE DATE

This Agreement, for project 15-1385P, shall be subject to the written approval of the RCO's authorized representative and shall not be effective and binding until the date signed by both the sponsor and the RCO, whichever is later (Effective Date). Reimbursements for eligible and allowable costs incurred within the period of performance identified in Section D: Period of Performance are allowed only when this Agreement is fully executed and an original is received by RCO.

The sponsor has read, fully understands, and agrees to be bound by all terms and conditions as set forth in this Agreement. The signators listed below represent and warrant their authority to bind the parties to this Agreement.

Pacific County

By: _____

Date: _____

Name: (printed) _____

Title: _____

**State of Washington, Recreation Conservation Office
On behalf of the Salmon Recovery Funding Board (SRFB or funding board)**

By: _____

Date: _____

Kaleen Cottingham
Director
Recreation and Conservation Office

Pre-approved as to form:

By: _____ /s/ _____

Date: _____ July 20, 2015 _____

Assistant Attorney General

Standard Terms and Conditions of the Project Agreement

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Standard Terms and Conditions of the Project Agreement

Project Sponsor: Pacific County

Project Number: 15-1385P

Project Title: Pacific County Lead Entity 2015-2017

Approval Date: 11/25/2015

SECTION 1. CITATIONS, HEADINGS AND DEFINITIONS

- A. Any citations referencing specific documents refer to the current version at the date of project Agreement and/or any revisions in the future.
- B. Headings used in this Agreement are for reference purposes only and shall not be considered a substantive part of this Agreement.

- C. Definitions. As used throughout this Agreement, the following terms shall have the meaning set forth below:

acquisition project - A project that purchases or receives a donation of fee or less than fee interests in real property. These interests include, but are not limited to, conservation easements, access/trail easements, covenants, water rights, leases, and mineral rights.

Agreement or Project Agreement - The document entitled "Project Agreement" accepted by all parties to the present transaction, including without limitation these Standard Terms and Conditions, all attachments, addendums, and amendments, and any intergovernmental agreements or other documents that are incorporated into the Project Agreement subject to any limitations on their effect.

applicant - Any party that meets the qualifying standards, including deadlines, for submission of an application soliciting a grant of funds from the funding board.

application - The documents and other materials that an applicant submits to the RCO to support the applicant's request for grant funds; this includes materials required for the "Application" in the RCO's automated project information system, and other documents as noted on the application checklist including but not limited to legal opinions, maps, plans, evaluation presentations and scripts.

C.F.R. - Code of Federal Regulations

contractor - An entity that receives a contract from a sponsor. A contract is a legal instrument by which a non-Federal entity (sponsor) purchases property or services to carry out the project or program under a Federal award. A contractor is not the same as the sponsor or subrecipient. A contract is for the purpose of obtaining goods and services for the non-Federal entity's (sponsor's) own use and creates a procurement relationship with the contractor (2 C.F.R. § 200.23 (2013)).

development project - A project that results in the construction of or work resulting in new elements, including but not limited to structures, facilities, and/or materials to enhance outdoor recreation resources.

director - The chief executive officer of the Recreation and Conservation Office or that person's designee.

education project - A project that provides information, education, and outreach programs for the benefit of outdoor recreationists.

education and enforcement project - A project that provides information, education, and outreach programs; encourages responsible recreational behavior, and may provide law enforcement for the benefit of outdoor recreationists.

equipment - Tangible personal property (including information technology systems) having a useful life of more than one year and a per-unit acquisition cost which equals or exceeds the lesser of the capitalization level established by the sponsor or \$5,000 (2 C.F.R. § 200.33 (2013)).

funding board - The board that authorized the funds in this Agreement, either the Recreation and Conservation Funding Board (RCFB) created under chapter 79A.25.110 RCW, or the Salmon Recovery Funding Board (SRFB) created under chapter 77.85.110 RCW.

indirect cost - Costs incurred for a common or joint purpose benefitting more than one cost objective, and not readily assignable to the cost objectives specifically benefitted, without effort disproportionate to the results achieved (2 C.F.R. § 200.56 (2013)).

landowner agreement - An agreement that is required between a sponsor and landowner for projects located on land not owned, or otherwise controlled, by the sponsor.

maintenance project - A project that maintains existing areas and facilities through repairs and upkeep for the benefit of outdoor recreationists.

maintenance and operation project - A project that maintains existing areas and facilities through repairs, upkeep, and routine servicing for the benefit of outdoor recreationists.

match or matching share - The portion of the total project cost provided by the sponsor.

milestone - An important event with a defined date to track an activity related to implementation of a funded project and monitor significant stages of project accomplishment.

pass-through entity - A non-Federal entity that provides a subaward to a subrecipient to carry out part of a Federal program (2 C.F.R. § 200.74 (2013)). If this Agreement is a federal subaward, RCO is the pass-through entity.

period of performance - The time during which the sponsor may incur new obligations to carry out the work authorized under this Agreement (2 C.F.R. § 200.77 (2013)).

planning (RCFB projects only) - A project that results in one or more of the following: a study, a plan, construction plans and specifications, and permits to increase the availability of outdoor recreational resources.

planning (SRFB projects only) - A project that results in a study, assessment, project design, or inventory.

pre-agreement cost - A project cost incurred before the period of performance.

project - An undertaking that is, or may be, funded in whole or in part with funds administered by RCO on behalf of the funding board.

project cost - The total allowable costs incurred under this Agreement and all required match share and voluntary committed matching share, including third-party contributions (2 C.F.R. § 200.83 (2013)).

RCO - Recreation and Conservation Office - The state office that provides administrative support to the Recreation and Conservation Funding Board and Salmon Recovery Funding Board. RCO includes the director and staff, created by Chapters 79A.25.110 and 79A.25.150 RCW and charged with administering this Agreement by Chapters 77.85.110 and 79A.25.240 RCW.

reimbursement - RCO's payment of funds from eligible and allowable costs that have already been paid by the sponsor per the terms of the Agreement.

renovation project - A project intended to improve an existing site or structure in order to increase its useful service life beyond original expectations or functions. This does not include maintenance activities to maintain the facility for its originally expected useful service life.

restoration project - A project that brings a site back to its historic function as part of a natural ecosystem or improves the ecological functionality of a site.

RCW - Revised Code of Washington

RTP - Recreational Trails Program - A federal grant program administered by RCO that allows for the development and maintenance of backcountry trails.

secondary sponsor - one of two or more eligible organizations that sponsors a grant-funded project. Of these two sponsors, only one - the primary sponsor - may be the fiscal agent.

sponsor or primary sponsor - The eligible applicant who has been awarded a grant of funds and is bound by this executed Agreement; includes its officers, employees, agents and successors. For projects funded with federal money, the sponsor is a subrecipient, which is a non-Federal entity that receives a subaward from a pass-through entity to carry out part of a Federal program; but does not include an individual that is a beneficiary of such program. A subrecipient may also be a recipient of other Federal awards directly from a Federal awarding agency (2 C.F.R. § 200.93 (2013)).

subaward - An award provided by a pass-through entity to a subrecipient for the subrecipient to carry out part of a Federal award received by the pass-through entity. It does not include payments to a contractor or payments to an individual that is a beneficiary of a Federal program. A subaward may be provided through any form of legal agreement, including an agreement that the pass-through entity considers a contract (2 C.F.R. § 200.92 (2013)). A subaward is for the purpose of carrying out a portion of a Federal award and creates a Federal assistance relationship with the subrecipient (2 C.F.R. § 200.330 (2013)). If this Agreement is a Federal subaward, the subaward amount is the grant program amount in Section F: Project Funding.

subrecipient - Subrecipient means a non-Federal entity that receives a subaward from a pass-through entity to carry out part of a Federal program; but does not include an individual that is a beneficiary of such program. A subrecipient may also be a recipient of other Federal awards directly from a Federal awarding agency (2 C.F.R. § 200.93 (2013)). If this Agreement is a Federal subaward, the sponsor is the subrecipient.

WAC - Washington Administrative Code.

SECTION 2. PERFORMANCE BY THE SPONSOR

The sponsor and secondary sponsor where applicable, shall undertake the project as described in this Agreement, the sponsor's application, and in accordance with the sponsor's proposed goals and objectives described in the application or documents submitted with the application, all as finally approved by the funding board. All submitted documents are incorporated by this reference as if fully set forth herein. Also see Section 36: Order of Precedence.

Timely completion of the project and submission of required documents, including progress and final reports, is important. Failure to meet critical milestones or complete the project, as set out in this Agreement, is a material breach of the Agreement.

SECTION 3. ASSIGNMENT

Neither this Agreement, nor any claim arising under this Agreement, shall be transferred or assigned by the sponsor without prior written consent of the RCO.

SECTION 4. RESPONSIBILITY FOR PROJECT

While the funding board undertakes to assist the sponsor with the project by providing a grant pursuant to this Agreement, the project itself remains the sole responsibility of the sponsor. The funding board undertakes no responsibilities to the sponsor, a secondary sponsor, or to any third party, other than as is expressly set out in this Agreement. The responsibility for the implementation of the project is solely that of the sponsor, as is the responsibility for any claim or suit of any nature by any third party related in any way to the project. When a project is sponsored by more than one entity, any and all sponsors are equally responsible for the project and all post-completion stewardship responsibilities.

SECTION 5. INDEMNIFICATION

The sponsor shall defend, indemnify, and hold the State and its officers and employees harmless from all claims, demands, or suits at law or equity arising in whole or in part from the actual or alleged acts, errors, omissions or negligence of, or the breach of any obligation under this Agreement by, the sponsor or the sponsor's agents, employees, contractors, subcontractors, or vendors, of any tier, or any other persons for whom the sponsor may be legally liable.

Provided that nothing herein shall require a sponsor to defend or indemnify the State against and hold harmless the State from claims, demands or suits based solely upon the negligence of the State, its employees and agents for whom the State is vicariously liable.

Provided further that if the claims or suits are caused by or result from the concurrent negligence of (a) the sponsor or the sponsor's

agents, employees, contractors, subcontractors or vendors, of any tier, or any other persons for whom the Sponsor is legally liable, and (b) the State its employees and agents for whom it is vicariously liable, the indemnity obligation shall be valid and enforceable only to the extent of the sponsor's negligence or the negligence of the sponsor's agents, employees, contractors, subcontractors or vendors, of any tier, or any other persons for whom the sponsor may be legally liable.

This provision shall be included in any Agreement between sponsor and any contractors, subcontractors and vendors, of any tier.

The sponsor shall also defend, indemnify, and hold the State and its officers and employees harmless from all claims, demands, or suits at law or equity arising in whole or in part from the alleged patent or copyright infringement or other allegedly improper appropriation or use of trade secrets, patents, proprietary information, know-how, copyright rights or inventions by the sponsor or the sponsor's agents, employees, contractors, subcontractors or vendors, of any tier, or any other persons for whom the sponsor may be legally liable, in performance of the Work under this Agreement or arising out of any use in connection with the Agreement of methods, processes, designs, information or other items furnished or communicated to State, its agents, officers and employees pursuant to the Agreement; provided that this indemnity shall not apply to any alleged patent or copyright infringement or other allegedly improper appropriation or use of trade secrets, patents, proprietary information, know-how, copyright rights or inventions resulting from State's, its agents', officers' and employees' failure to comply with specific written instructions regarding use provided to State, its agents, officers and employees by the sponsor, its agents, employees, contractors, subcontractors or vendors, of any tier, or any other persons for whom the sponsor may be legally liable.

The sponsor specifically assumes potential liability for actions brought by the sponsor's own employees or its agents against the State and, solely for the purpose of this indemnification and defense, the sponsor specifically waives any immunity under the state industrial insurance law, RCW Title 51.

The RCO is included within the term State, as are all other agencies, departments, boards, or other entities of state government.

SECTION 6. INDEPENDENT CAPACITY OF THE SPONSOR

The sponsor and its employees or agents performing under this Agreement are not officers, employees or agents of the funding board or RCO. The sponsor will not hold itself out as nor claim to be an officer, employee or agent of RCO, a funding board or of the state of Washington, nor will the sponsor make any claim of right, privilege or benefit which would accrue to an employee under Chapters 41.06 or 28B RCW.

The sponsor is responsible for withholding and/or paying employment taxes, insurance, or deductions of any kind required by federal, state, and/or local laws.

SECTION 7. CONFLICT OF INTEREST

Notwithstanding any determination by the Executive Ethics Board or other tribunal, RCO may, in its sole discretion, by written notice to the sponsor terminate this Agreement if it is found after due notice and examination by RCO that there is a violation of the Ethics in Public Service Act, RCW 42.52; or any similar statute involving the sponsor in the procurement of, or performance under, this Agreement.

In the event this Agreement is terminated as provided herein, RCO shall be entitled to pursue the same remedies against the sponsor as it could pursue in the event of a breach of the Agreement by the sponsor. The rights and remedies of RCO provided for in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or this Agreement.

SECTION 8. COMPLIANCE WITH APPLICABLE LAW

The sponsor will implement the Agreement in accordance with applicable federal, state, and local laws, regulations and RCO and funding board policies regardless of whether the sponsor is a public or non-public organization.

The sponsor shall comply with, and RCO is not responsible for determining compliance with, any and all applicable federal, state, and local laws, regulations, and/or policies, including, but not limited to: State Environmental Policy Act; Industrial Insurance Coverage; Architectural Barriers Act; permits (shoreline, Hydraulics Project Approval, demolition); land use regulations (critical areas ordinances, Growth Management Act); federal and state safety and health regulations (Occupational Safety and Health Administration/Washington Industrial Safety and Health Act); and Buy American Act.

- A. **Nondiscrimination Laws.** The sponsor shall comply with all applicable federal, state, and local nondiscrimination laws and/or policies, including but not limited to: the Americans with Disabilities Act; Civil Rights Act; and the Age Discrimination Act. In the event of the sponsor's noncompliance or refusal to comply with any nondiscrimination law or policy, the Agreement may be rescinded, cancelled, or terminated in whole or in part, and the sponsor may be declared ineligible for further grant awards from the funding board. The sponsor is responsible for any and all costs or liability arising from the sponsor's failure to so comply with applicable law.
- B. **Wages and Job Safety.** The sponsor agrees to comply with all applicable laws, regulations, and policies of the United States and the State of Washington which affect wages and job safety. The sponsor agrees when state prevailing wage laws (RCW 39.12) are applicable, to comply with such laws, to pay the prevailing rate of wage to all workers, laborers, or mechanics employed in the performance of any part of this contract, and to file a statement of intent to pay prevailing wage with the Washington State Department of Labor and Industries as required by RCW 39.12.040. The sponsor also agrees to comply with the provisions of the rules and regulations of the Washington State Department of Labor and Industries.

- C. Archaeological and Cultural Resources. The RCO facilitates the review of applicable projects for potential impacts to archaeological sites and state cultural resources. The sponsor must assist RCO in compliance with Executive Order 05-05 or the National Historic Preservation Act before initiating ground-disturbing activity. The funding board requires documented compliance with Executive Order 05-05 or Section 106 of the National Historic Preservation Act, whichever is applicable to the project. If a federal agency declines to consult, the sponsor shall comply with the requirements of Executive Order 05-05. In the event that archaeological or historic materials are discovered during project activities, work in the location of discovery and immediate vicinity must stop instantly, the area must be secured, and notification must be provided to the following: concerned Tribes' cultural staff and cultural committees, RCO, and the State Department of Archaeology and Historic Preservation. If human remains are discovered during project activity, work in the location of discovery and immediate vicinity must stop instantly, the area must be secured, and notification provided to the concerned Tribe's cultural staff and cultural committee, RCO, State Department of Archaeology, the coroner and local law enforcement in the most expeditious manner possible according to RCW 68.50.
- D. Restrictions on Grant Use. No part of any funds provided under this grant shall be used, other than for normal and recognized executive-legislative relationships, for publicity or propaganda purposes, or for the preparation, distribution, or use of any kit, pamphlet, booklet, publication, radio, television, or video presentation designed to support or defeat legislation pending before the U.S. Congress or any state legislature.

No part of any funds provided under this grant shall be used to pay the salary or expenses of any sponsor, or agent acting for such sponsor, related to any activity designed to influence legislation or appropriations pending before the U.S. Congress or any state legislature.

- E. Debarment and Certification. By signing the Agreement with RCO, the sponsor certifies that neither it nor its principals nor any other lower tier participant are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by Washington State Labor and Industries. Further, the sponsor agrees not to enter into any arrangements or contracts related to this Agreement with any party that is on the "Contractors not Allowed to Bid on Public Works Projects" list.

SECTION 9. RECORDS

- A. Maintenance. The sponsor shall maintain books, records, documents, data and other evidence relating to this Agreement and performance of the services described herein, including but not limited to accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Agreement. Sponsor shall retain such records for a period of six years from the date RCO deems the project complete, as defined in Section 11: Project Reimbursements. If any litigation, claim or audit is started before the expiration of the six (6) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.
- B. Access to Records and Data. At no additional cost, the records relating to the Agreement, including materials generated under the Agreement, shall be subject at all reasonable times to inspection, review or audit by RCO, personnel duly authorized by RCO, the Office of the State Auditor, and federal and state officials so authorized by law, regulation or Agreement. This includes access to all information that supports the costs submitted for payment under the grant and all findings, conclusions, and recommendations of the sponsor's reports, including computer models and methodology for those models.
- C. Public Records. Sponsor acknowledges that the funding board is subject to RCW 42.56 and that this Agreement and any records sponsor submits or has submitted to the State shall be a public record as defined in RCW 42.56. RCO administers public records requests per WAC 286-06 and 420-04. Additionally, in compliance with RCW 77.85.130(8), sponsor agrees to disclose any information in regards to expenditure of any funding received from the SRFB. By submitting any record to the state sponsor understands that the State may be requested to disclose or copy that record under the state public records law, currently codified at RCW 42.56. The sponsor warrants that it possesses such legal rights as are necessary to permit the State to disclose and copy such document to respond to a request under state public records laws. The sponsor hereby agrees to release the State from any claims arising out of allowing such review or copying pursuant to a public records act request, and to indemnify against any claims arising from allowing such review or copying and pay the reasonable cost of state's defense of such claims.

SECTION 10. PROJECT FUNDING

- A. Authority. This agreement is funded through a grant award from the recreation and conservation funding board per WAC 286-13-050 and/or the salmon recovery funding board per WAC 420-04-050. The director of RCO enters into this agreement per delegated authority in RCW 79A.25.020 and 77.85.120.
- B. Additional Amounts. The funding board shall not be obligated to pay any amount beyond the dollar amount as identified in this Agreement, unless an additional amount has been approved in advance by the funding board or director and incorporated by written amendment into this Agreement.
- C. Before the Agreement. No expenditure made, or obligation incurred, by the sponsor before the project start date shall be eligible for grant funds, in whole or in part, unless specifically provided for by funding board policy, such as a waiver of retroactivity or program specific eligible pre-Agreement costs. For reimbursements of such costs, this Agreement must be fully executed and an original received by RCO. The dollar amounts identified in this Agreement may be reduced as necessary to exclude any such expenditure from reimbursement.
- D. Requirements for Federal Subawards. Pre-agreements costs before the federal award date in Section F: Project Funding are ineligible unless approved by the federal award agency (2 C.F.R. § 200.458 (2013)).

- E. After the Period of Performance. No expenditure made, or obligation incurred, following the period of performance shall be eligible, in whole or in part, for grant funds hereunder. In addition to any remedy the funding board may have under this Agreement, the grant amounts identified in this Agreement shall be reduced to exclude any such expenditure from participation.

SECTION 11. PROJECT REIMBURSEMENTS

- A. Reimbursement Basis. This Agreement is administered on a reimbursement basis per WAC 286-13 and/or 420-12. The sponsors may only request reimbursement for eligible and allowable costs incurred during the period of performance. The sponsor may only request reimbursement after (1) this Agreement has been fully executed and (2) the sponsor has remitted payment to its vendors. RCO will authorize disbursement of project funds only on a reimbursable basis at the percentage as defined in Section F: Project Funding. Reimbursement shall not be approved for any expenditure not incurred by the sponsor or for a donation used as part of its matching share. RCO does not reimburse for donations, which the sponsor may use as part of its percentage. All reimbursement requests must include proper documentation of expenditures as required by RCO.
- B. Reimbursement Request Frequency. Sponsors are encouraged to send RCO a reimbursement request at least quarterly. Sponsors are required to submit a reimbursement request to RCO, at a minimum for each project at least once a year for reimbursable activities occurring between July 1 and June 30 or as identified in the milestones. Sponsors must refer to the most recently published/adopted RCO policies and procedures regarding reimbursement requirements.
- C. Compliance and Payment. The obligation of RCO to pay any amount(s) under this Agreement is expressly conditioned on strict compliance with the terms of this Agreement by the sponsor.
- D. Retainage Held Until Project Complete. RCO reserves the right to withhold disbursement of up to the final ten percent (10%) of the total amount of the grant to the sponsor until the project has been completed. A project is considered "complete" when:
1. All approved or required activities outlined in the Agreement are done;
 2. On-site signs are in place (if applicable);
 3. A final project report is submitted to and accepted by RCO;
 4. Any other required documents are complete and submitted to RCO;
 5. A final reimbursement request is submitted to RCO;
 6. The completed project has been accepted by RCO;
 7. Final amendments have been processed; and
 8. Fiscal transactions are complete.
 9. RCO has accepted a final boundary map, if required for the project, for which the Agreement terms will apply in the future.
- E. Requirements for Federal Subawards: Match. The sponsor's matching share must comply with 2 C.F.R. § 200.306 (2013). Any shared costs or matching funds and all contributions, including cash and third party in-kind contributions, must be accepted as part of the sponsor's matching share when such contributions meet all of the following criteria:
1. Are verifiable from the non-Federal entity's (sponsor's) records;
 2. Are not included as contributions for any other Federal award;
 3. Are necessary and reasonable for accomplishment of project or program objectives;
 4. Are allowable under 2 C.F.R. Part 200, Subpart E-Cost Principles (2013);
 5. Are not paid by the Federal Government under another Federal award, except where the Federal statute authorizing a program specifically provides that Federal funds made available for such program can be applied to matching or cost sharing requirements of other Federal programs;
 6. Are provided for in the approved budget when required by the Federal awarding agency identified in Section G: Federal Fund Information of this Agreement; and
 7. Conform to other provisions of 2 C.F.R. Part 200, Subpart D-Post Federal Award Requirements (2013), as applicable.
- F. Requirements for Federal Subawards: Close out. Per 2 C.F.R § 200.343 (2013), the non-Federal entity (sponsor) must:
1. Submit, no later than 90 calendar days after the end date of the period of performance, all financial, performance, and other reports as required by the terms and conditions of the Federal award. The Federal awarding agency or pass-through entity (RCO) may approve extensions when requested by the sponsor.
 2. Liquidate all obligations incurred under the Federal award not later than 90 calendar days after the end date of the period of performance as specified in the terms and conditions of the Federal award.
 3. Refund any balances of unobligated cash that the Federal awarding agency or pass-through entity (RCO) paid in advance or paid and that are not authorized to be retained by the non-Federal entity (sponsor) for use in other projects. See OMB Circular A-129 and see 2 C.F.R § 200.345 Collection of amounts due (2013), for requirements regarding unreturned amounts that become delinquent debts.
 4. Account for any real and personal property acquired with Federal funds or received from the Federal Government in accordance with 2 C.F.R §§ 200.310 Insurance coverage through 200.316 Property trust relationship and 200.329 Reporting on real property (2013).

SECTION 12. ADVANCE PAYMENTS

Advance payments of or in anticipation of goods or services are not allowed unless approved by the RCO director and are consistent with legal requirements and Manual 8: Reimbursements. See WAC 420-12.

SECTION 13. RECOVERY OF PAYMENTS

- A. Recovery for Noncompliance. In the event that the sponsor fails to expend funds under this Agreement in accordance with state and federal laws, and/or the provisions of the Agreement, or meet its percentage of the project total, RCO reserves the right to recover grant award funds in the amount equivalent to the extent of noncompliance in addition to any other remedies available at law or in equity.
- B. Overpayment Payments. The sponsor shall reimburse RCO for any overpayment or erroneous payments made under the Agreement. Repayment by the sponsor of such funds under this recovery provision shall occur within 30 days of demand by RCO. Interest shall accrue at the rate of twelve percent (12%) per annum from the time that payment becomes due and owing.
- C. Requirements for Federal Subawards. The pass-through entity (RCO) may impose any of the remedies as authorized in 2 C.F.R. §§ 200.207 Specific conditions and/or 200.338 Remedies for noncompliance (2013).

SECTION 14. COVENANT AGAINST CONTINGENT FEES

The sponsor warrants that no person or selling agent has been employed or retained to solicit or secure this Agreement on an Agreement or understanding for a commission, percentage, brokerage or contingent fee, excepting bona fide employees or bona fide established agents maintained by the sponsor for the purpose of securing business. RCO shall have the right, in the event of breach of this clause by the sponsor, to terminate this Agreement without liability or, in its discretion, to deduct from the Agreement grant amount or consideration or recover by other means the full amount of such commission, percentage, brokerage or contingent fee.

SECTION 15. INCOME AND USE OF INCOME

- A. RCFB Projects. See WAC 286-13-110 for additional requirements for projects funded from the RCFB.
- B. Income.
 - 1. Compatible source. The source of any income generated in a funded project or project area must be compatible with the funding source and the Agreement.
 - 2. Fees. User and/or other fees may be charged in connection with land acquired or facilities developed, maintained, renovated, or restored with funding board grants if the fees are consistent with the:
 - (a) Value of any service(s) furnished;
 - (b) Value of any opportunities furnished; and
 - (c) Prevailing range of public fees in the state for the activity involved.
 - (d) Excepted are Firearms and Archery Range Recreation Program safety classes (firearm and/or hunter) for which a facility/range fee must not be charged (RCW 79A.25.210).
- C. Use of income. Regardless of whether income or fees in a project work site (including entrance, utility corridor permit, cattle grazing, timber harvesting, farming, etc.) are gained during or after the reimbursement period cited in the Agreement, unless precluded by state or federal law, the revenue may only be used to offset:
 - 1. The sponsor's matching resources;
 - 2. The project's total cost;
 - 3. The expense of operation, maintenance, stewardship, monitoring, and/or repair of the facility or program assisted by the funding board grant;
 - 4. The expense of operation, maintenance, stewardship, monitoring, and/or repair of other similar units in the sponsor's system; and/or
 - 5. Capital expenses for similar acquisition and/or development and renovation.
- D. Requirements for Federal Subawards. Sponsors must also comply with 2 C.F.R. § 200.307 Program income (2013).

SECTION 16. PROCUREMENT REQUIREMENTS

- A. Procurement Requirements. If Sponsors have a procurement process that follows applicable state and/or required federal procurement principles, it must be followed. If no such process exists the sponsor must follow these minimum procedures:
 - 1. Publish a notice to the public requesting bids/proposals for the project;
 - 2. Specify in the notice the date for submittal of bids/proposals;
 - 3. Specify in the notice the general procedure and criteria for selection; and
 - 4. Comply with the same legal standards regarding unlawful discrimination based upon race, ethnicity, sex, or sex-orientation that are applicable to state agencies in selecting a bidder or proposer.

This procedure creates no rights for the benefit of third parties, including any proposers, and may not be enforced or subject to review of any kind or manner by any other entity other than the RCO. Sponsors may be required to certify to the RCO that they have followed any applicable state and/or federal procedures or the above minimum procedure where state or federal procedures do not apply.

B. Requirements for Federal Subawards.

1. For all Federal subawards except RTP projects, non-Federal entities (sponsors) must follow 2 C.F.R §§ 200.318 General procurement standards through 200.326 Contract Provisions (2013).
2. For RTP subawards, sponsors follow such policies and procedures allowed by the State when procuring property and services under a Federal award (2 C.F.R § 1201.317 (2013)). State procurement policies are in subsection A of this section.

SECTION 17. TREATMENT OF EQUIPMENT

- A. Discontinued Use. Equipment shall remain in the possession of the sponsor for the duration of the project or applicable grant program. When the sponsor discontinues use of the equipment for the purpose for which it was funded, RCO will require the sponsor to deliver the equipment to RCO, dispose of the equipment according to RCO policies, or return the fair market value of the equipment to RCO. Equipment shall be used only for the purpose of this Agreement, unless otherwise provided herein or approved by RCO in writing.
- B. Loss or Damage. The sponsor shall be responsible for any loss or damage to equipment which results from the negligence of the sponsor or which results from the failure on the part of the sponsor to maintain and administer that equipment in accordance with sound management practices.
- C. Requirements for Federal Subawards. Except RTP, procedures for managing equipment (including replacement equipment), whether acquired in whole or in part under a Federal award, until disposition takes place will, as a minimum, meet the following requirements (2 C.F.R § 200.313 (2013)):
1. Property records must be maintained that include a description of the property, a serial number or other identification number, the source of funding for the property (including the FAIN), who holds title, the acquisition date, and cost of the property, percentage of Federal participation in the project costs for the Federal award under which the property was acquired, the location, use and condition of the property, and any ultimate disposition data including the date of disposal and sale price of the property.
 2. A physical inventory of the property must be taken and the results reconciled with the property records at least once every two years.
 3. A control system must be developed to ensure adequate safeguards to prevent loss, damage, or theft of the property. Any loss, damage, or theft must be investigated.
 4. Adequate maintenance procedures must be developed to keep the property in good condition.
 5. If the non-Federal entity is authorized or required to sell the property, proper sales procedures must be established to ensure the highest possible return.
- D. Requirements for RTP Subawards. The subrecipient (sponsor) shall follow such policies and procedures allowed by the State with respect to the use, management and disposal of equipment acquired under a Federal award (2 C.F.R § 1201.313 (2013)).

SECTION 18. RIGHT OF INSPECTION

The sponsor shall provide right of access to the project to RCO, or any of its officers, or to any other authorized agent or official of the state of Washington or the federal government, at all reasonable times, in order to monitor and evaluate performance, compliance, and/or quality assurance under this Agreement.

If a landowner agreement or other form of control and tenure as described in Section 22.B: Control and Tenure has been executed, it will further stipulate and define the funding board and RCO's right to inspect and access lands acquired or developed with funding board assistance.

SECTION 19. STEWARDSHIP AND MONITORING

Sponsor agrees to perform monitoring and stewardship functions as stated in policy documents approved by the funding boards or RCO. Sponsor further agrees to utilize, where applicable and financially feasible, any monitoring protocols recommended by the funding board.

SECTION 20. PREFERENCES FOR RESIDENTS

Sponsors shall not express a preference for users of grant assisted projects on the basis of residence (including preferential reservation, membership, and/or permit systems) except that reasonable differences in admission and other fees may be maintained on the basis of residence. Even so, the funding board discourages the imposition of differential fees. Fees for nonresidents must not exceed twice the fee imposed on residents. Where there is no fee for residents but a fee is charged to nonresidents, the nonresident fee shall not exceed the amount that would be imposed on residents at comparable state or local public facilities.

SECTION 21. ACKNOWLEDGMENT AND SIGNS

- A. Publications. The sponsor shall include language which acknowledges the funding contribution of the applicable grant program to this project in any release or other publication developed or modified for, or referring to, the project during the project period and in the future.
- B. Signs. The sponsor also shall post signs or other appropriate media during the project period of performance and in the future at project entrances and other locations on the project which acknowledge the applicable grant program's funding contribution, unless exempted in funding board policy or waived by the director.

- C. Ceremonies. The sponsor shall notify RCO no later than two weeks before a dedication ceremony for this project. The sponsor shall verbally acknowledge the applicable grant program's funding contribution at all dedication ceremonies.
- D. Federally Funded Projects. When issuing statements, press releases, requests for proposals, bid solicitations, and other documents describing a project funded in whole or in part with federal money provided for in this grant, sponsors shall clearly state:
 1. The fund source;
 2. The percentage of the total costs of the project that is financed with federal money;
 3. The dollar amount of federal funds for the project; and
 4. The percentage and dollar amount of the total costs of the project that is financed by nongovernmental sources.

SECTION 22. PROVISIONS APPLYING TO DEVELOPMENT, MAINTENANCE, RENOVATION AND RESTORATION PROJECTS

The following provisions shall be in force only if the project described in this Agreement is for construction of land or facilities in a development, maintenance, renovation or restoration project:

- A. Document Review and Approval. The sponsor agrees to submit one copy of all construction plans and specifications to RCO for review prior to implementation or as otherwise identified in the milestones. Review and approval by RCO will be for compliance with the terms of this Agreement. Only change orders that impact the amount of funding or changes to the scope of the project as described to and approved by the funding board or RCO must receive prior written approval.
- B. Control and Tenure. The sponsor must provide documentation that shows appropriate tenure (landowner agreement, long-term lease, easement, or fee simple ownership) for the land proposed for construction. The documentation must meet current RCO requirements identified in the appropriate grant program policy manual as of the effective date of this Agreement.
- C. Nondiscrimination. Except where a nondiscrimination clause required by a federal funding agency is used, the sponsor shall insert the following nondiscrimination clause in each contract for construction of this project:

"During the performance of this contract, the contractor agrees to comply with all federal and state nondiscrimination laws, regulations and policies."
- D. Use of Best Management Practices. Sponsors are encouraged to use best management practices developed as part of the Washington State Aquatic Habitat Guidelines (AHG) Program. AHG documents include "Integrated Streambank Protection Guidelines", 2002; "Protecting Nearshore Habitat and Functions in Puget Sound", 2010; "Stream Habitat Restoration Guidelines", 2012; "Water Crossing Design Guidelines", 2013; and "Marine Shoreline Design Guidelines", 2014. These documents, along with new and updated guidance documents, and other information are available on the AHG Web site. Sponsors are also encouraged to use best management practices developed by the Washington Invasive Species Council (WISC) described in "Reducing Accidental Introductions of Invasive Species" which is available on the WISC Web site.

SECTION 23. PROVISIONS APPLYING TO ACQUISITION PROJECTS

The following provisions shall be in force only if the project described in this Agreement is an acquisition project:

- A. Evidence of Land Value. Before disbursement of funds by RCO as provided under this Agreement, the sponsor agrees to supply documentation acceptable to RCO that the cost of the property rights acquired has been established according to funding board policy.
- B. Evidence of Title. The sponsor agrees to provide documentation that shows the type of ownership interest for the property that has been acquired. This shall be done before any payment of financial assistance.
- C. Legal Description of Real Property Rights Acquired. The legal description of the real property rights purchased with funding assistance provided through this project Agreement (and protected by a recorded conveyance of rights to the State of Washington) shall be incorporated into the Agreement before final payment.
- D. Conveyance of Rights to the State of Washington. When real property rights (both fee simple and lesser interests) are acquired, the sponsor agrees to execute an appropriate document conveying certain rights and responsibilities to RCO, on behalf of the State of Washington. These documents include a Deed of Right, Assignment of Rights, Easements and/or Leases as described below. The sponsor agrees to use document language provided by RCO, to record the executed document in the County where the real property lies, and to provide a copy of the recorded document to RCO. The document required will vary depending on the project type, the real property rights being acquired and whether or not those rights are being acquired in perpetuity.
 1. Deed of Right. The Deed of Right conveys to the people of the state of Washington the right to preserve, protect, and/or use the property for public purposes consistent with the fund source. See WAC 420-12 or 286-13. Sponsors shall use this document when acquiring real property rights that include the underlying land. This document may also be applicable for those easements where the sponsor has acquired a perpetual easement for public purposes.
 2. Assignment of Rights. The Assignment of Rights document transfers certain rights such as access and enforcement to RCO. Sponsors shall use this document when an easement or lease is being acquired for habitat conservation or salmon recovery purposes. The Assignment of Rights requires the signature of the underlying landowner and must be incorporated by reference in the easement document.
 3. Easements and Leases. The sponsor may incorporate required language from the Deed of Right or Assignment of Rights directly into the easement or lease document, thereby eliminating the requirement for a separate document. Language will depend on the situation; sponsor must obtain RCO approval on the draft language prior to executing the easement or lease.

E. Real Property Acquisition and Relocation Assistance

1. Federal Acquisition Policies. When federal funds are part of this Agreement, the Sponsor agrees to comply with the terms and conditions of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, 84 Stat. 1894 (1970)—Public Law 91-646, as amended by the Surface Transportation and Uniform Relocation Assistance Act, PL 100-17-1987, and applicable regulations and procedures of the federal agency implementing that Act.
2. State Acquisition Policies. When state funds are part of this Agreement, the sponsor agrees to comply with the terms and conditions of the Uniform Relocation Assistance and Real Property Acquisition Policy of the State of Washington, Chapter 8.26 RCW, and Chapter 468-100 WAC.
3. Housing and Relocation. In the event that housing and relocation costs, as required by federal law set out in subsection (1) above and/or state law set out in subsection (2) above, are involved in the execution of this project, the sponsor agrees to provide any housing and relocation assistance required.

F. Buildings and Structures. In general, grant funds are to be used for outdoor recreation, habitat conservation, or salmon recovery. Sponsors agree to remove or demolish ineligible structures. Sponsors must consult RCO regarding compliance with Section 8.C.: Archaeological and Cultural Resources before structures are removed or demolished.

G. Hazardous Substances.

1. Certification. The sponsor shall inspect, investigate, and conduct an environmental audit of the proposed acquisition site for the presence of hazardous substances, as defined in RCW 70.105D.020(10), and certify:
 - a. No hazardous substances were found on the site, or
 - b. Any hazardous substances found have been treated and/or disposed of in compliance with applicable state and federal laws, and the site deemed "clean."
2. Responsibility. Nothing in this provision alters the sponsor's duties and liabilities regarding hazardous substances as set forth in RCW 70.105D.
3. Hold Harmless. The sponsor will defend, protect and hold harmless RCO and any and all of its employees and/or agents, from and against any and all liability, cost (including but not limited to all costs of defense and attorneys' fees) and any and all loss of any nature from any and all claims or suits resulting from the presence of, or the release or threatened release of, hazardous substances on the property the sponsor is acquiring.

H. Requirements for Federal Subawards. The non-Federal entity (sponsor) must submit reports at least annually on the status of real property in which the Federal Government retains an interest, unless the Federal interest in the real property extends 15 years or longer. In those instances where the Federal interest attached is for a period of 15 years or more, the Federal awarding agency or the pass-through entity (RCO), at its option, may require the sponsor to report at various multi-year frequencies (e.g., every two years or every three years, not to exceed a five-year reporting period; or a Federal awarding agency or RCO may require annual reporting for the first three years of a Federal award and thereafter require reporting every five years) (2 C.F.R § 200.329 (2013)).

SECTION 24. RESTRICTION ON CONVERSION OF REAL PROPERTY AND/OR FACILITIES TO OTHER USES

The sponsor shall not at any time convert any real property (including any interest therein) or facility acquired, developed, maintained, renovated, and/or restored pursuant to this Agreement to uses other than those purposes for which funds were approved without prior approval of the funding board in compliance with applicable statutes, rules, and funding board policies. Also see WAC Title 286 or 420. It is the intent of the funding board's conversion policy, current or as amended in the future, that all real property or facilities acquired, developed, renovated, and/or restored with funding assistance remain in the public domain in perpetuity unless otherwise identified in the Agreement or as approved by the funding board. Determination of whether a conversion has occurred shall be based upon applicable law and RCFB/SRFB policies.

For acquisition projects that are term limited, such as one involving a lease or a term-limited restoration, renovation or development project or easement, this restriction on conversion shall apply only for the length of the term, unless otherwise provided in written documents or required by applicable state or federal law. In such case, the restriction applies to such projects for the length of the term specified by the lease, easement, deed, or landowner agreement.

When a conversion has been determined to have occurred, the sponsor is required to remedy the conversion per established funding board policies.

SECTION 25. CONSTRUCTION, OPERATION, USE AND MAINTENANCE OF ASSISTED PROJECTS

The following provisions shall be in force only if the project described in this Agreement is an acquisition, development, maintenance, renovation or restoration project:

- A. Property and facility operation and maintenance. Sponsor must ensure that properties or facilities assisted with funding board funds, including undeveloped sites, are built, operated, used, and maintained:
 1. According to applicable federal, state, and local laws and regulations, including public health standards and building codes.
 2. In a reasonably safe condition for the project's intended use.
 3. Throughout its estimated useful service life so as to prevent undue deterioration.
 4. In compliance with all federal and state nondiscrimination laws, regulations and policies.

- B. Open to the public. Facilities open and accessible to the general public must:
1. Be constructed and maintained to meet or exceed the minimum requirements of the most current local or state codes, Uniform Federal Accessibility Standards, guidelines, or rules, including but not limited to: the International Building Code, the Americans with Disabilities Act, and the Architectural Barriers Act, as updated.
 2. Appear attractive and inviting to the public except for brief installation, construction, or maintenance periods.
 3. Be available for use by the general public without reservation at reasonable hours and times of the year, according to the type of area or facility.

SECTION 26. PROVISIONS RELATED TO CORPORATE (INCLUDING NONPROFIT) SPONSORS

A corporate sponsor, including any nonprofit sponsor, shall:

- A. Maintain corporate status with the state, including registering with the Washington Secretary of State's office, throughout the sponsor's obligation to the project as identified in the Agreement.
- B. Notify RCO prior to corporate dissolution at any time during the period of performance or long-term obligations. Within 30 days of dissolution the sponsor shall name a qualified successor that will agree in writing to assume any on-going project responsibilities. A qualified successor is any party eligible to apply for funds in the subject grant program and capable of complying with the terms and conditions of this Agreement. RCO will process an amendment transferring the sponsor's obligation to the qualified successor if requirements are met.
- C. Sites or facilities open to the public may not require exclusive use, (e.g., members only).

SECTION 27. PROVISIONS FOR FEDERAL SUBAWARDS ONLY

The following provisions shall be in force only if the project described in this Agreement is funded with a federal subaward as identified in Section G: Federal Fund Information.

- A. Equal Employment Opportunity. Except as otherwise provided under 41 C.F.R. 60, all contracts that meet the definition of "federally assisted construction contract" in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. § 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 Fed. Reg. 12319, 12935, 3 C.F.R. 1964, 1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 C.F.R. § 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

Federally assisted construction contract means any agreement or modification thereof between any applicant and a person for construction work which is paid for in whole or in part with funds obtained from the Government or borrowed on the credit of the Government pursuant to any Federal program involving a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, or any application or modification thereof approved by the Government for a grant, contract, loan, insurance, or guarantee under which the applicant itself participates in the construction work. (41 C.F.R. § 60-1.3)

Construction work means the construction, rehabilitation, alteration, conversion, extension, demolition or repair of buildings, highways, or other changes or improvements to real property, including facilities providing utility services. The term also includes the supervision, inspection, and other onsite functions incidental to the actual construction. (41 C.F.R. § 60-1.3)

- B. Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities (sponsors) must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction").

In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity (sponsor) must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity (sponsor) must report all suspected or reported violations to the Federal awarding agency identified in Section G: Federal Fund Information.

The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U. S. C. 3145), as supplemented by Department of Labor regulations (29 C.F.R Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient (sponsor) must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity (sponsor) must report all suspected or reported violations to the Federal awarding agency identified in Section G: Federal Fund Information.

- C. Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity (sponsor) in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week.

The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

- D. Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 C.F.R § 401.2(a) and the recipient or subrecipient (sponsor) wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient (sponsor) must comply with the requirements of 37 C.F.R Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.
- E. Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as Amended. Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency identified in Section G: Federal Fund Information and the Regional Office of the Environmental Protection Agency (EPA).
- F. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.
- G. Procurement of Recovered Materials. A non-Federal entity (sponsor) that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.
- H. Required Insurance. The non-Federal entity (sponsor) must, at a minimum, provide the equivalent insurance coverage for real property and equipment acquired or improved with Federal funds as provided to property owned by the non-Federal entity. Federally-owned property need not be insured unless required by the terms and conditions of the Federal award (2 C.F.R § 200.310 (2013)).
- I. Debarment and Suspension (Executive Orders 12549 and 12689). The sponsor must not award a contract (see 2 C.F.R § 180.220) to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the Office of Management and Budget (OMB) guidelines at 2 C.F.R § 180 that implement Executive Orders 12549 (3 C.F.R part 1986 Comp., p. 189) and 12689 (3 C.F.R part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

SECTION 28. PROVISIONS FOR FIREARMS AND ARCHERY RANGE RECREATION PROJECTS ONLY

The following provisions shall be in force only if the project described in this Agreement is funded from the Firearms and Archery Range Recreation Account.

- A. **Liability Insurance.** The sponsor of a firearms or archery range recreation project shall procure an endorsement, or other addition, to liability insurance it may currently carry, or shall procure a new policy of liability insurance, in a total coverage amount the sponsor deems adequate to ensure it will have resources to pay successful claims of persons who may be killed or injured, or suffer damage to property, while present at the range facility to which this grant is related, or by reason of being in the vicinity of that facility; provided that the coverage shall be at least one million dollars (\$1,000,000) for the death of, or injury to, each person.
- B. **Insurance Endorsement.** The liability insurance policy, including any endorsement or addition, shall name Washington State, the funding board, and RCO as additional insured and shall be in a form approved by the funding board or director.
- C. **Length of Insurance.** The policy, endorsement or other addition, or a similar liability insurance policy meeting the requirements of this section, shall be kept in force throughout the sponsor's obligation to the project as identified in this Agreement in Section E: On-going Obligation.
- D. **Notice of Cancellation.** The policy, as modified by any endorsement or other addition, shall provide that the issuing company shall give written notice to RCO not less than thirty (30) calendar days in advance of any cancellation of the policy by the insurer, and within ten (10) calendar days following any termination of the policy by the sponsor.
- E. **Government Agencies.** The requirement of Subsection A through D above shall not apply if the sponsor is a federal, state, or municipal government which has established a program of self-insurance or a policy of self-insurance with respect to claims arising from its facilities or activities generally, including such facilities as firearms or archery ranges, when the applicant declares and describes that program or policy as a part of its application to the funding board.
- F. **Sole Duty of the Sponsor.** By this requirement, the funding board and RCO does not assume any duty to any individual person with respect to death, injury, or damage to property which that person may suffer while present at, or in the vicinity of, the facility to which this grant relates. Any such person, or any other person making claims based on such death, injury, or damage, must look to the sponsor, or others, for any and all remedies that may be available by law.

SECTION 29. PROVISIONS FOR LAND AND WATER CONSERVATION FUND PROJECTS ONLY

The following provisions shall be in force only if the project described in this Agreement is funded from the Land and Water Conservation Fund.

If the project has been approved by the National Park Service, US Department of the Interior, for funding assistance from the federal Land and Water Conservation Fund (LWCF), the "Project Agreement General Provisions" in the LWCF State Assistance Program Federal Financial Assistance Manual are also made part of this Agreement and incorporated herein. The sponsor shall abide by these LWCF General Provisions, in addition to this Agreement, as they now exist or are hereafter amended. Further, the sponsor agrees to provide RCO with reports or documents needed to meet the requirements of the LWCF General Provisions.

SECTION 30. PROVISIONS FOR FARMLAND PRESERVATION ACCOUNT PROJECTS ONLY

The following provisions shall be in force only if the project described in this Agreement is funded from the Washington Wildlife and Recreation Program Farmland Preservation Account.

For projects funded through the Washington Wildlife and Recreation Program Farmland Preservation Account, the following sections will not apply if covered separately in a recorded RCO approved Agricultural Conservation Easement:

- A. Section 15 - Income and Income Use;
- B. Section 19 - Stewardship and Monitoring;
- C. Section 21 - Acknowledgement and Signs;
- D. Section 23 - Provisions applying to Acquisition Projects, Sub-sections D, F, and G;
- E. Section 24 - Restriction on Conversion of Real Property and/or Facilities to Other Uses; and
- F. Section 25 - Construction, Operation and Maintenance of Assisted Projects.

SECTION 31. PROVISIONS FOR SALMON RECOVERY FUNDING BOARD PROJECTS ONLY

The following provisions shall be in force only if the project described in this Agreement is funded by the SRFB.

For habitat restoration projects funded in part or whole with federal funds administered by the SRFB the sponsor shall not commence with clearing of riparian trees or in-water work unless either the sponsor has complied with 50 C.F.R. § 223.203 (b)(8) (2000), limit 8 or until an Endangered Species Act consultation is finalized in writing by the National Oceanic and Atmospheric Administration. Violation of this requirement may be grounds for terminating this project Agreement. This section shall not be the basis for any enforcement responsibility by RCO.

SECTION 32. PROVISIONS FOR PUGET SOUND ACQUISITION AND RESTORATION PROJECTS ONLY

The following provisions shall be in force only if the project described in this Agreement is funded from the Puget Sound Acquisition and Restoration program.

The sponsor agrees to the following terms and conditions:

- A. Cost Principles/Indirect Costs for State Agencies. Sub-Recipient (sponsor) will comply with the cost principles of 2 C.F.R. Part 200 Subpart E (2013). Unless otherwise indicated, the cost principles apply to the use of funds provided under this Agreement and in-kind matching donations. The applicability of the cost principles depends on the type of organization incurring the costs.
- B. Sub-recipient (sponsor) shall meet the provisions in Office of Management and Budget (OMB) Guidance, Subpart F, §200.501 (Audit Requirements), if the sponsor expends \$750,000 or more in total Federal funds in a fiscal year. The \$750,000 threshold for each year is a cumulative total of all federal funding from all sources. The sponsor shall forward a copy of the audit along with the sponsor's response and the final corrective action plan to RCO within ninety (90) days of the date of the audit report. For complete information on how to accomplish the single audit submissions, visit the Federal Audit Clearinghouse Web site:<http://harvester.census.gov/facweb>
- C. Credit and Acknowledgement. In addition to Section 21: Acknowledgement and Signs, materials produced must display both the Environmental Protection Agency (EPA) and Puget Sound Partnership (PSP) logos and the following credit line: "This project has been funded wholly or in part by the United States Environmental Protection Agency. The contents of this document do not necessarily reflect the views and policies of the Environmental Protection Agency, nor does mention of trade names or commercial products constitute endorsement or recommendation for use." This requirement is for the life of the product, whether during or after the Agreement period of performance.
- D. Hotel Motel Fire Safety Act. Sponsor agrees to ensure that all conference, meeting, convention, or training space funded in whole or part with federal funds, complies with the federal Hotel and Motel Fire Safety Act (PL 101-391, as amended). Sponsors may search the Hotel-Motel National Master List @ <http://www.usfa.dhs.gov/applications/hotel> to see if a property is in compliance or to find other information about the Act.
- E. Drug Free Workplace Certification. Sub-recipient (sponsor) shall make an ongoing, good faith effort to maintain a drug-free workplace pursuant to the specific requirements set forth in 2 C.F.R. Part 1536 Subpart B. Additionally, in accordance with these regulations, the recipient organization shall identify all known workplaces under its federal awards, and keep this information on file during the performance of the award. Sponsors who are individuals must comply with the drug-free provisions set forth in 2 C.F.R. Part 1536 Subpart C. The consequences for violating this condition are detailed under 2 C.F.R. Part 1536 Subpart E. Recipients can access the Code of Federal Regulations (CFR) Title 2 Part 1536 at: <http://ecfr.gpoaccess.gov>.
- F. Management Fees. Management fees or similar charges in excess of the direct costs and approved indirect rates are not allowable. The term "management fees or similar charges" refers to the expenses added to direct costs in order to accumulate and reserve funds for ongoing business expenses, unforeseen liabilities or for other similar costs which are not allowable. Management fees or similar charges may not be used to improve or expand the project funded under this agreement, except for the extent authorized as a direct cost of carrying out the scope of work.
- G. Trafficking in Persons and Trafficking Victim Protection Act of 2000 (TVPA). This provision applies only to a Sub-recipient (sponsor), and all sub-awardees of sub-recipient (sponsor), if any. Sub-recipient (sponsor) shall include the following statement in all sub-awards made to any private entity under this Agreement.

"You as the sub-recipient, your employees, sub-awardees under this award, and sub-awardees' employees may not engage in severe forms of trafficking in persons during the period of time that the award is in effect; procure a commercial sex act during the period of time that the award is in effect; or use forced labor in the performance of the award or sub-awards under this Award."

Sub-recipient (sponsor), and all sub-awardees of sub-recipient (sponsor) must inform RCO immediately of any information you receive from any source alleging a violation of this prohibition during the award term.

Federal agency funding this agreement may unilaterally terminate, without penalty, the funding award if this prohibition is violated, Section 106 of the Trafficking Victims Protection Act of 2000, as amended.

- H. Lobbying. The chief executive officer of this recipient agency (sponsor) shall ensure that no grant funds awarded under this assistance agreement are used to engage in lobbying of the Federal Government or in litigation against the U.S. unless authorized under existing law. The recipient (sponsor) shall abide by their respective Cost Principles (OMB Circulars A-21, A-87, and A-122), which generally prohibits the use of federal grant funds for litigation against the U. S. or for lobbying or other political activities.

The sponsor agrees to comply with 40 C.F.R. Part 34, New Restrictions on Lobbying. Sponsor shall include the language of this provision in award documents for all sub-awards exceeding \$100,000, and require that sub-awardees submit certification and disclosure forms accordingly.

In accordance with the Byrd Anti-Lobbying Amendment, any sponsor who makes a prohibited expenditure under 40 C.F.R. Part 34 or fails to file the required certification or lobbying forms shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each expenditure.

All contracts awarded by sponsor shall contain, when applicable, the anti-lobbying provisions as stipulated in the Appendix at 40 C.F.R. Part 30.

Pursuant to Section 18 of the Lobbying Disclosure Act, sponsor affirms that it is not a non-profit organization described in Section 501(c)(4) of the Internal Revenue Code of 1986; or that it is a non-profit organization described in Section 501(c)(4) of the Code but does not and will not engage in lobbying activities as defined in Section 3 of the Lobbying Disclosure Act.

- I. Reimbursement Limitation. If the sponsor expends more than the amount of RCO funding in this Agreement in anticipation of receiving additional funds from the RCO, it does so at its own risk. RCO is not legally obligated to reimburse the sponsor for costs incurred in excess of the RCO approved budget.
- J. Disadvantaged Business Enterprise Requirements. Sponsor agrees to comply with the requirements of EPA's Utilization of Small, Minority and Women's Business Enterprises in procurements made under this award.
- K. Minority and Women's Business Participation. Sponsor agrees to solicit and recruit, to the maximum extent possible, certified minority owned (MBE) and women owned (WBE) businesses in purchases and contracts initiated after the effective date of this Agreement.

These goals are expressed as a percentage of the total dollars available for the purchase or Agreement and are as follows:

Purchased Goods 8% MBE 4% WBE
Purchased Services 10% MBE 4% WBE
Professional Services 10% MBE 4% WBE

Meeting these goals is voluntary and no Agreement award or rejection shall be made based on achievement or non-achievement of the goals. Achievement of the goals is encouraged, however, and sponsor and ALL prospective bidders or persons submitting qualifications shall take the following affirmative steps in any procurement initiated after the effective date of this Agreement:

1. Include qualified minority and women's businesses on solicitation lists.
 2. Assure that qualified minority and women's business are solicited whenever they are potential sources of services or supplies.
 3. Divide the total requirements, when economically feasible, into smaller tasks or quantities, to permit maximum participation by qualified minority and women's businesses.
 4. Establish delivery schedules, where work requirements permit, which will encourage participation of qualified minority and women's businesses.
 5. Use the services and assistance of the State Office of Minority and Women's Business Enterprises (OMWBE) and the Office of Minority Business Enterprises of the U.S. Department of Commerce, as appropriate.
- L. MBE/WBE Reporting. In accordance with the deviation from 40 C.F.R. §33.502, signed November 8, 2013, DBE reporting is limited to annual reports and only required for assistance agreements where one or more the following conditions are met:
 1. There are any funds budgeted in the contractual/services, equipment or construction lines of the award;
 2. \$3,000 or more is included for supplies; or
 3. There are funds budgeted for subawards or loans in which the expected budget(s) meet the conditions as
 4. Described in items (a) and (b).

When completing the form, recipients (sponsors) should disregard the quarterly and semi-annual boxes in the reporting period section 1B of the form. For annual submissions, the reports are due by October 30th of each year or 90 days after the end of the project period, whichever comes first.

The reporting requirement is based on planned procurements. Recipients (sponsors) with funds budgeted for non-supply procurement and/or \$3,000 or more in supplies are required to report annually whether the planned procurements take place during the reporting period or not. If no procurements take place during the reporting period, the recipient should check the box in section 5B when completing the form.

MBE/WBE reports should be sent to the DBE Coordinator in the sponsor's region. Contact information can be found at <http://www.epa.gov/osbp/contactpage.htm>. The coordinators can also answer any questions.

Final MBE/WBE reports must be submitted within 90 days after the project period of the grant ends. To be in compliance with regulations, the sponsor must submit a final MBE/WBE report.

Non-compliance may impact future competitive grant proposals. The current EPA Form 5700-52A can be found at the EPA Office of Small Business Program's Home Page at http://www.epa.gov/osbp/dbe_reporting.htm.

- M. SIX GOOD FAITH EFFORTS, 40 C.F.R., Part 33, Subpart C. Pursuant to 40 C.F.R. § 33.301, the sponsor agrees to make the following good faith efforts whenever procuring construction, equipment, services and supplies under an EPA financial assistance agreement, and to require that sub-recipients (sponsors), and prime contractors also comply. Records documenting compliance with the six good faith efforts shall be retained:
 1. Ensure Disadvantaged Business Enterprise (DBEs) are made aware of contracting opportunities to the fullest extent practicable through outreach and recruitment activities. For Indian Tribal, State and Local and Government sponsors, this will include placing DBEs on solicitation lists and soliciting them whenever they are potential sources.
 2. Make information on forthcoming opportunities available to DBEs and arrange time frames for contracts and establish delivery schedules, where the requirements permit, in a way that encourages and facilitates participation by DBEs in the competitive process. This includes, whenever possible, posting solicitations for bids or proposals for a minimum of 30 calendar days before the bid or proposal closing date.
 3. Consider in the contracting process whether firms competing for large contracts could subcontract with DBEs. For Indian Tribal, State and local Government sponsors, this will include dividing total requirements when economically feasible into smaller tasks or quantities to permit maximum participation by DBEs in the competitive process.

4. Encourage contracting with a consortium of DBEs when an Agreement is too large for one of these firms to handle individually.
 5. Use the services and assistance of the Small Business Administration (SBA) and the Minority Business Development of the Department of Commerce.
 6. If the sponsor awards subcontracts, require the sponsor to take the steps in paragraphs (1) through (5) of this section.
- N. Lobbying & Litigation. By signing this agreement, the sponsor certifies that none of the funds received from this agreement shall be used to engage in the lobbying of the Federal Government or in litigation against the United States unless authorized under existing law.

The chief executive officer of this sponsor agency shall ensure that no grant funds awarded under this assistance agreement are used to engage in lobbying of the Federal Government or in litigation against the United States unless authorized under existing law. The sponsor shall abide by its respective Attachment in 2 C.F.R. Part 200, which prohibits the use of Federal grant funds for litigation against the United States or for lobbying or other political activities.

For subawards exceeding \$100,000, EPA requires the following certification and disclosure forms:
Certification Regarding Lobbying, EPA Form 6600-06: http://www.epa.gov/ogd/AppKit/form/Lobbying_sec.pdf
Disclosure of Lobbying Activities, SF LLL: http://www.epa.gov/ogd/AppKit/form/sfillin_sec.pdf

Legal expenses required in the administration of Federal programs are allowable. Legal expenses for prosecution of claims against the Federal Government are unallowable.

- O. Payment to Consultants. EPA participation in the salary rate (excluding overhead) paid to individual consultants retained by recipients (sponsors) or by a recipients' (sponsor's) contractors or subcontractors shall be limited to the maximum daily rate for Level IV of the Executive Schedule (formerly GS-18), to be adjusted annually. This limit applies to consultation services of designated individuals with specialized skills who are paid at a daily or hourly rate. This rate does not include transportation and subsistence costs for travel performed (the recipient will pay these in accordance with their normal travel reimbursement practices).

Subagreements with firms for services which are awarded using the procurement requirements in 40 C.F.R. Parts 30 or 31, are not affected by this limitation unless the terms of the contract provide the recipient (sponsor) with responsibility for the selection, direction and control of the individual who will be providing services under the contract at an hourly or daily rate of compensation. See 40 C.F.R. § 30.27(b) or 40 C.F.R. § 31.369(j), as applicable, for additional information.

As of January 1, 2014, the limit is \$602.24 per day \$75.28 per hour.

- P. Peer Review. Where appropriate, prior to finalizing any significant technical products the Principal Investigator (PI) of this project must solicit advice, review, and feedback from a technical review or advisory group consisting of relevant subject matter specialists. A record of comments and a brief description of how respective comments are addressed by the PI will be provided to the Project Monitor prior to releasing any final reports or products resulting from the funded study.

SECTION 33. PROVISIONS FOR ESTUARY AND SALMON RESTORATION PROGRAM - EPA AND MARINE SHORELINE

The following provisions shall be in force only if the project described in this Agreement is funded from the Estuary and Salmon Restoration Program - EPA or the Marine Shoreline Protection program.

The sponsor shall comply with all applicable federal, State, and local laws, rules, and regulations in carrying out the terms and conditions of this Agreement.

A. Administrative Conditions

1. Cost Principles. The sponsor agrees to comply with the cost principles of 2 C.F.R Part 200 (2013). Unless otherwise indicated, the Cost Principles apply to the use of funds provided under this Agreement and In-kind matching donations. The applicability of the Cost Principles depends on the type of organization incurring the costs.
2. Audit Requirements. The sponsor shall fully comply with requirements of 2 C.F.R. Part 200, Subpart F- Audit Requirements (2013), if applicable. See also Section F: Project Funding.
3. Hotel-Motel Fire Safety Act. Pursuant to 40 C.F.R. 30.18, if applicable, and 15 U.S.C 2225a, sponsor agrees to ensure that all space for conferences, meetings, conventions, or training seminars funded in whole or in part with federal funds complies with the protection and control guidelines of the Hotel and Motel Fire Safety Act (PL 101-391, as amended). The sponsor may search the Hotel-Motel National Master List at: <http://www.usfa.dhs.gov/applications/hotel> to see if a property is in compliance (FEMA ID is currently not required), or to find other information about the Act.
4. Recycled Paper
 - a. Institutions of Higher Education Hospitals and Non-Profit Organizations. In accordance with 40 C.F.R. 30.16, sponsor agrees to use recycled paper and double-sided printing for all reports which are prepared as a part of this Agreement and delivered to EPA. This requirement does not apply to reports prepared on forms supplied by EPA, or to Standard Forms, which are printed on recycled paper and are available through the General Services Administration.

- b. State Agencies and Political Subdivisions. In accordance with Section 6002 of the Resource Conservation and Recovery Act (RCRA) (42 U.S.C. 6962) any State agency or agency of a political subdivision of a State which is using appropriated Federal funds shall comply with the requirements set forth. Regulations issued under RCRA Section 6002 apply to any acquisition of an item where the purchase price exceeds \$10,000 or where the quantity of such items acquired in the course of the preceding fiscal year was \$10,000 or more. RCRA Section 6002 requires that preference be given in procurement programs to the purchases of specific products containing recycled materials identified in guidelines developed by EPA. These guidelines are listed in 40 C.F.R. 247.
 - c. State and Local Institutions of Higher Education and Non-Profit Organizations. In accordance with 40 C.F.R. § 30.16, State and local institutions of higher education, hospitals, and non-profit organizations that receive direct Federal funds shall give preference in their procurement programs funded with Federal funds to the purchase of recycled products pursuant to EPA's guidelines.
 - d. State Tribal and Local Government Recipients. In accordance with the policies set forth in EPA Order 1000.25 and Executive Order 13423, Strengthening Federal Environmental, Energy and Transportation Management (January 24, 2007), the sponsor agrees to use recycled paper and double sided printing for all reports which are prepared a part of this Agreement and delivered to EPA. This requirement does not apply to reports prepared on forms supplied by EPA, or to Standard Forms, which are printed on recycled paper and are available through the General Services Administration.
5. Lobbying. The sponsor agrees to comply with Title 40 C.F.R. Part 34, New Restrictions on Lobbying. The sponsor shall include the language of this provision in award documents for all sub-awards exceeding \$100,000, and require that sub-awardees submit certification and disclosure forms accordingly.

In accordance with the Byrd Anti-Lobbying Amendment, any recipient who makes a prohibited expenditure under Title 40 C.F.R. Part 34 or fails to file the required certification or lobbying forms shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each expenditure. See also Section 11: Compliance with Applicable Federal Laws.

- a. Part 30 Recipients. All contracts awarded by the sponsor shall contain, when applicable, the anti-lobbying provisions as stipulated in the Appendix at Title 40 CFR Part 30.

Pursuant to Section 18 of the Lobbying Disclosure Act, the sponsor affirms that it is not a non-profit organization described in Section 501(c)(4) of the Internal Revenue Code of 1986; or that it is a non-profit organization described in Section 501(c)(4) of the Code but does not and will not engage in lobbying activities as defined in Section 3 of the Lobbying Disclosure Act.
 - b. Lobbying and Litigation. The sponsor's chief executive officer shall ensure that no grant funds awarded under this Agreement are used to engage in lobbying of the Federal Government or in litigation against the United States unless authorized under existing law. The sponsor shall abide by its respective Appendix in 2 C.F.R. Part 200, which prohibits the use of Federal grant funds for litigation against the United States or for lobbying or other political activities.
6. Suspension and Debarment. The sponsor shall fully comply with Subpart C of 2 C.F.R. Part 180 and 2 C.F.R. Part 1532, entitled 'Responsibilities of Participants Regarding Transaction (Doing Business with Other Persons)'. The sponsor is responsible for ensuring that any lower tier covered transaction as described in Subpart B of 2 C.F.R. Part 180 and 2 C.F.R. Part 1532, entitled 'Covered Transactions', includes a term or condition requiring compliance with Subpart C. The sponsor is responsible for further requiring the inclusion of a similar term or condition in any subsequent lower tier covered transactions. The sponsor acknowledges that failing to disclose the information as required at 2 C.F.R. § 180.335 may result in the delay or negation of this assistance agreement, or pursuance of legal remedies, including suspension and debarment.

The sponsor may access the Excluded Parties List System at: <http://www.epls.gov>. This term and condition supersedes EPA Form 5700-49, 'Certification Regarding Debarment, Suspension, and Other Responsibility Matters'. See also Section 27: Provisions for Federal Subawards Only.

- 7. Drug-Free Workplace Certification. The sponsor must make an ongoing, good faith effort to maintain a drug-free workplace pursuant to the specific requirements set forth in 2 C.F.R. Part 1536 Subpart B. Additionally, in accordance with these regulations, the sponsor must identify all known workplaces under its federal award; and keep this information on file during the performance of the award.
 - a. Sponsors who are individuals must comply with the drug-free provisions set forth in 2 C.F.R. Part 1536 Subpart C.
 - b. The consequences for violating this condition are detailed under 2 C.F.R. Part 1536 Subpart E. The sponsor can access 2 C.F.R Part 1536 at <http://ecfr.gpoaccess.gov>.
- 8. Management Fees. Management fees or similar charges in excess of the direct costs and approved indirect rates are not allowable. The term "management fees or similar charges" refers to expenses added to the direct costs in order to accumulate and reserve funds for ongoing business expenses, unforeseen liabilities, or for other similar costs which are not allowable under this assistance agreement. Management fees or similar charges may not be used to improve or expand the project funded under this Agreement, except to the extent authorized as a direct cost of carrying out the scope of work.
- 9. Reimbursement Limitation. If the sponsor expends more than the grant amount in this Agreement in its approved budget in anticipation of receiving additional funds, it does so at its own risk. The Federal Government and RCO is not legally obligated to reimburse the sponsor for costs incurred in excess of the approved budget. See also Section 11: Project Reimbursements.

10. Trafficking in Persons. The following prohibition statement applies to the sponsor, and all sub-awardees of the sponsor. The sponsor must include this statement in all sub-awards made to any private entity under this Agreement.

"YOU AS THE SUB-RECIPIENT, YOUR EMPLOYEES, SUB-AWARDEES UNDER THIS AWARD, AND SUB-AWARDEES' EMPLOYEES MAY NOT ENGAGE IN SEVERE FORMS OF TRAFFICKING IN PERSONS DURING THE PERIOD OF TIME THAT THE AWARD IS IN EFFECT; PROCURE A COMMERCIAL SEX ACT DURING THE PERIOD OF TIME THAT THE AWARD IS IN EFFECT; OR USE FORCED LABOR IN THE PERFORMANCE OF THE AWARD OR SUB-AWARDS UNDER THIS AWARD."
11. Disadvantaged Business Enterprise Requirements, General Compliance. The sponsor agrees to comply with the requirements of EPA's Program for Utilization of Small, Minority and Women's Business Enterprises in procurement under assistance agreements, contained in 40 C.F.R. Part 33.
12. Sub-Awards. If the sponsor makes sub-awards under this Agreement, the sponsor is responsible for selecting its sub-awardees and, if applicable, for conducting sub-award competitions. The sponsor agrees to:
 - a. Establish all sub-award agreements in writing;
 - b. Maintain primary responsibility for ensuring successful completion of the approved project (SPONSORS CANNOT DELEGATE OR TRANSFER THIS RESPONSIBILITY TO A SUB-AWARDEE);
 - c. Ensure that any sub-awards comply with the standards in 2 C.F.R. Part 200, and are not used to acquire commercial goods or services for the sub-awardee;
 - d. Ensure that any sub-awards to 501(c)(4) organizations do not involve lobbying activities;
 - e. Monitor the performance of sub-awardees, and ensure sub-awardees comply with all applicable regulations, statutes, and terms and conditions which flow down in the sub-award;
 - f. Obtain RCO's consent before making a sub-award to a foreign or international organization, or a sub-award to be performed in a foreign country; and
 - g. Obtain approval from RCO for any new sub-award work that is not outlined in the approved work plan in accordance with 40 C.F.R. Parts 30.25 and 31.30, as applicable.
13. Federal Employees. No Subcontract or grant funds may be used to provide any Federal Employee transportation assistance, reimbursement, and any other expense.
14. Fly America Act. The sponsor agrees to comply with 49 U.S.C. 40118 (the "Fly America" act) in accordance with the General Services Administration's regulations at 41 C.F.R. Part 301-10, which provide that recipients and subrecipients of Federal funds and their contractors are required to use U.S. Flag air carriers for U.S. Government-financed international air travel and transportation of their personal effects or property, to the extent such service is available, unless travel by foreign air carrier is a matter of necessity, as defined by the Fly America Act. The sponsor shall submit, if a foreign air carrier was used, an appropriate certification or memorandum adequately explaining why service by U.S. flag air carrier was not available or why it was necessary to use a foreign air carrier and shall, in any event, provide a certificate of compliance with the Fly America requirements. The sponsor agrees to include the requirements of this section in all subcontracts that may involve international air transportation.
15. Recovered Materials. The sponsor agrees to comply with all the requirements of Section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended (42 U.S.C. 6962), including but not limited to the regulatory provisions of 40 C.F.R. Part 247, and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 C.F.R. Part 247. See also Section 27: Provisions for Federal Subawards Only.
16. Copeland "Anti-Kickback" Act. All contracts and subgrants in excess of \$2,000 for construction or repair awarded by recipients and subrecipients shall include a provision for compliance with the Copeland "Anti-Kickback" Act (18 U.S.C. 874), as supplemented by Department of Labor regulations (29 C.F.R., Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient shall be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he is otherwise entitled. The recipient shall report all suspected or reported violations to the Federal awarding agency. See also Section 27: Provisions for Federal Subawards Only.
17. Davis-Bacon Act, as amended (40 U.S.C. 276a to a-7). When required by Federal program legislation, all construction contracts awarded by the recipients and subrecipients of more than \$2,000 shall include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 276a to a-7) and as supplemented by Department of Labor regulations (29 C.F.R. Part 5, "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction"). Under this Act, contractors shall be required to pay wages to laborers and mechanics at a rate not less than the minimum wages specified in a wage determination made by the Secretary of Labor. In addition, contractors shall be required to pay wages not less than once a week. The recipient shall place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation and the award of a contract shall be conditioned upon the acceptance of the wage determination. The recipient shall report all suspected or reported violations to the Federal awarding agency. See also Section 27: Provisions for Federal Subawards Only.

18. Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333). Where applicable, all contracts awarded by recipients in excess of \$2000 for construction contracts and in excess of \$2,500 for other contracts that involve the employment of mechanics or laborers shall include a provision for compliance with Sections 102 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333), as supplemented by Department of Labor regulations (29 C.F.R. Part 5). Under Section 102 of the Act, each contractor shall be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than 1 1/2 times the basic rate of pay for all hours worked in excess of 40 hours in the work week. Section 107 of the Act is applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. See also Section 27: Provisions for Federal Subawards Only.
19. Rights to Inventions Made Under a Contract or Agreement. Contracts or agreements for the performance of experimental, developmental, or research work shall provide for the rights of the Federal Government and the recipient in any resulting invention in accordance with 37 C.F.R. Part 401, "Rights to Inventions made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency. See also Section 27: Provisions for Federal Subawards Only.
20. FY12 APPR ACT: Unpaid Federal Tax liabilities and Federal Felony Convictions. This Agreement is subject to the provisions contained in the Department of Interior, Environment, and Related Agencies Appropriations Act, 2012, HR 2055, Division E, Sections 433 and 434 regarding unpaid federal tax liabilities and federal felony convictions. Accordingly, by accepting this award the recipient acknowledges that it (1) is not subject to any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, and (2) has not been convicted (or had an officer or agent acting on its behalf convicted) of a felony criminal conviction under and Federal law within 24 months preceding the award, unless EPA has considered suspension or debarment of the corporation, or such officer or agent, based on these tax liabilities or convictions and determined that such action is not necessary to such action is not necessary to protect the Government's interests. If the recipient fails to comply with these provisions, EPA will annul this agreement and may recover any funds the recipient has expended in violation of sections 433 and 434.

B. Programmatic Conditions:

1. Semi-Annual FEATS Performance Reports. The sponsor is required to submit performance reports every six months, unless a different reporting frequency is outlined in the Scope of Work, using the reporting tool supplied by RCO. The sponsor agrees to include brief information on each of the following areas:
 - a. Comparison of actual accomplishments to the outputs/outcomes established in the assistance agreement work plan for the period;
 - b. The reasons for slippages if the established outputs/outcomes were not met; AND
 - c. Additional pertinent information, including when appropriate, analysis and information of cost overruns or high unit costs.

Reporting periods are from October 1 to March 31 and April 1 to September 30. Performance reports are due to RCO 15 days after the end of each reporting period.

2. Final Performance Report. In addition to the periodic performance reports, the sub-recipient will submit a final performance report to RCO within 60 calendar days after the expiration or termination of the award. The report shall be submitted to the RCO Grant Manager and must be provided electronically. The report shall generally contain the same information as in the periodic reports, but should cover the entire project period.
3. Recognition of EPA Funding. Reports, documents, signage, videos, or other media, developed as part of projects funded by this Agreement shall contain the following statement:

"THIS PROJECT HAS BEEN FUNDED WHOLLY OR IN PART BY THE UNITED STATES ENVIRONMENTAL PROTECTION AGENCY UNDER ASSISTANCE AGREEMENT TO WASHINGTON DEPARTMENT OF FISH AND WILDLIFE. THE CONTENTS OF THIS DOCUMENT DO NOT NECESSARILY REFLECT THE VIEWS AND POLICIES OF THE ENVIRONMENTAL PROTECTION AGENCY, NOR DOES MENTION OF TRADE NAMES OR COMMERCIAL PRODUCTS CONSTITUTE ENDORSEMENT OR RECOMMENDATION FOR USE."

4. Copyrighted Material. EPA has the right to reproduce, publish, use, and authorize others to use copyrighted works or other data developed under this assistance agreement for Federal purposes.

RCO acknowledges that EPA may authorize another grantee to use copyrighted works or other data developed under this Agreement as a result of: a) the selection of another grantee by EPA to perform a project that will involve the use of the copyrighted works or other data or; b) termination or expiration of this agreement.

5. Peer Review. The results of this project may affect management decisions relating to Puget Sound. Prior to finalizing any significant technical products the Principal Investigator (PI) of this project must solicit advice, review and feedback from a technical review or advisory group consisting of relevant subject matter specialists. A record of comments and a brief description of how respective comments are addressed by the PI will be provided to the RCO Grants Manager prior to releasing any final reports or products resulting from the funded study.

6. Quality Assurance Requirements. Acceptable Quality Assurance documentation must be submitted to the Grant Program within 30 days of acceptance of this agreement or another date as negotiated with the RCO Grants Manager. The National Estuary Program (NEP) Quality Coordinator supports quality assurance for EPA-funded NEP projects. No work involving direct measurements or data generation, environmental modeling, compilation of data from literature or electronic media, and data supporting the design, construction, and operation of environmental technology shall be initiated under an agreement until RCO or the NEP Quality Coordinator has approved the quality assurance document. The sponsor will submit all Quality Assurance documentation to the following address. Please copy the Grant Program on all correspondence with the NEP Quality Coordinator. Thomas H. Gries, NEP Quality Coordinator Department of Ecology Tgri460@ecy.wa.gov 360.407.6327.
7. Environmental Data and Information Technology. Sub-recipients are required to institute standardized reporting requirements into their work plans and include such costs in their budgets. All environmental data will be required to be entered into the EPA's Storage and Retrieval data system (STORET). The best method (local or state consolidated) for reporting will be determined on a project-by-project basis between the DFW grant manager and sub-recipient. More information about STORET can be found at <http://www.epa.gov/STORET>.

SECTION 34. PROVISIONS FOR ESTUARY AND SALMON RESTORATION PROGRAM - EPA PROJECTS ONLY

The following provisions shall be in force only if the project described in this Agreement is funded from the Estuary and Salmon Restoration Program - EPA.

- A. DUNS and CCR Requirements
 1. Unless otherwise exempted from this requirement under 2 C.F.R. § 25.110, the sponsor must maintain the currency of its information in the CCR until submission of its final financial report required under this Agreement or receive the final payment, whichever is later.
 2. The sponsor may not make a sub-award to any entity unless the entity has provided its DUNS number to the sponsor.
- B. FY2011 ACORN Funding Restriction. No funds provided under this Agreement may be used for sub-awards/sub-grants or contracts to the Association of Community Organizations for Reform NOW (ACORN) or any of its subsidiaries.

SECTION 35. PROVISIONS FOR MARINE SHORELINE PROTECTION PROGRAM PROJECTS ONLY

The following provisions shall be in force only if the project described in this Agreement is funded from the Marine Shoreline Protection program.

The Sub-Recipient shall comply with all applicable federal, State, and local laws, rules, and regulations in carrying out the terms and conditions of this Agreement.

- A. Federal Finance Report (FFR). Recipients (sponsor) shall submit final Federal Financial Reports (FFR), Standard Form 425 (SF-425), to EPA no later than 90 calendar days after the end of the project period. The form is available on the internet at www.epa.gov/ocfo/finservices/forms.htm. All FFRs must be submitted to the Las Vegas Finance Center: US EPA, LVFC, 4220 S. Maryland Pkwy Bldg C, Rm 503, Las Vegas, NV 89119, or by FAX to: 702-798-2423. The LVFC will make adjustments, as necessary, to obligated funds after reviewing and accepting a final Federal Financial Report. Recipients (sponsor) will be notified and instructed by EPA if they must complete any additional forms for the closeout of the assistance agreement. EPA may take enforcement actions in accordance with 40 C.F.R. § 30.62 and 40 C.F.R. § 31.43 if the recipient does not comply with this term and condition.
- B. Reimbursement Limitation. If the sponsor expends more than the amount of federal funding in its approved budget in anticipation of receiving additional funds, it does so at its own risk. The Federal Government and RCO is not legally obligated to reimburse Sub-Recipient for costs incurred in excess of the approved budget.
- C. DUNS and CCR Requirements
 1. Requirement for Central Contractor Registration (CCR)/System for Award Management (SAM). Unless the sponsor is exempted from this requirement under 2 C.F.R. § 25.110, the sponsor must maintain the currency of its information in the SAM until the sponsor submits the final financial report required under this award or receive the final payment, whichever is later. This requires that the sponsor review and update the information at least annually after the initial registration, and more frequently if required by changes in your information or another award term.
 2. Requirement for Data Universal Numbering System (DUNS) numbers. If the sponsor is authorized to make subawards under this award, the sponsor:
 - a. Must notify potential subrecipients that no entity may receive a subaward from the sponsor unless the entity has provided its DUNS number to the sponsor.
 - b. May not make a subaward to an entity unless the entity has provided its DUNS number to the sponsor.

3. Definitions. For purposes of this award term:
- a. Central Contractor Registration (CCR)/System for Award Management (SAM) means the Federal repository into which an entity must provide information required for the conduct of business as a recipient. Additional information about registration procedures may be found at the System for Award Management (SAM) Internet site <http://www.sam.gov>.
 - b. Data Universal Numbering System (DUNS) number means the nine-digit number established and assigned by Dun and Bradstreet, Inc. (D&B) to uniquely identify business entities. A DUNS number may be obtained from D&B by telephone (currently 866-705-5711) or the Internet (currently at <http://fedgov.dnb.com/webform>).
 - c. Entity, as it is used in this award term, means all of the following, as defined at 2 C.F.R Part 25, subpart C:
 - i. A Governmental organization, which is a State, local government, or Indian tribe;
 - ii. A foreign public entity;
 - iii. A domestic or foreign nonprofit organization;
 - iv. A domestic or foreign for-profit organization; and
 - v. A Federal agency, but only as a subrecipient under an award or subaward to a non-Federal entity.
 - d. Subaward:
 - i. This term means a legal instrument to provide support for the performance of any portion of the substantive project or program for which you received this award and that you as the recipient award to an eligible subrecipient.
 - ii. The term does not include your procurement of property and services needed to carry out the project or program (for further explanation, see Sec. --.210 of the attachment to OMS Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations").
 - iii. A subaward may be provided through any legal agreement, including an agreement that you consider a contract.
 - e. Subrecipient means an entity that:
 - i. Receives a subaward from you under this award; and
 - ii. Is accountable to you for the use of the Federal funds provided by the subaward.

D. CIVIL RIGHTS OBLIGATIONS

1. General. This term and condition incorporates by reference the signed assurance provided by the recipient's authorized representative on: 1) EPA Form 4700-4, "Preaward Compliance Review Report for All Applicants and Recipients Requesting EPA Financial Assistance"; and 2) Standard Form 4248 or Standard Form 424D, as applicable. These assurances and this term and condition obligate the recipient to comply fully with applicable civil rights statutes and implementing EPA regulations.
2. Statutory Requirements. In carrying out this agreement, the recipient must comply with:
 - a. Title VI of the Civil Rights Act of 1964, which prohibits discrimination based on race, color, and national origin, including limited English proficiency (LEP), by entities receiving Federal financial assistance.
 - b. Section 504 of the Rehabilitation Act of 1973, which prohibits discrimination against persons with disabilities by entities receiving Federal financial assistance; and
 - c. The Age Discrimination Act of 1975, which prohibits age discrimination by entities receiving
 - d. Federal financial assistance.

If the recipient is conducting an education program under this agreement, it must also comply with Title IX of the Education Amendments of 1972, which prohibits discrimination on the basis of sex in education programs and activities operated by entities receiving Federal financial assistance.

If this agreement is funded with financial assistance under the Clean Water Act (CWA), the recipient must also comply with Section 13 of the Federal Water Pollution Control Act Amendments of 1972, which prohibits discrimination on the basis of sex in CWA-funded programs or activities.

3. Regulatory Requirements. The recipient agrees to comply with all applicable EPA civil rights regulations, including:
 - a. For Title IX obligations, 40 C.F.R. Part 5; and
 - b. For Title VI, Section 504, Age Discrimination Act, and Section 13 obligations, 40 C.F.R. Part 7.
 - c. As noted on the EPA Form 4700-4 signed by the recipient's authorized representative, these regulations establish specific requirements including maintaining compliance information, establishing grievance procedures, designating a Civil Rights Coordinator, and providing notices of non-discrimination.

4. Title VI - LEP, Public Participation and Affirmative Compliance Obligation.

- a. As a recipient of EPA financial assistance, you are required by Title VI of the Civil Rights Act to provide meaningful access to LEP individuals. In implementing that requirement, the recipient agrees to use as a guide the Office of Civil Rights (OCR) document entitled "Guidance to Environmental Protection Agency Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons." The guidance can be found at <http://frwebgate.access.gpo.gov/cgi-bin/getdoc.cgi?dbname=2004register&docid=fr25jn04-79.pdf>
- b. If the recipient is administering permitting programs under this agreement, the recipient agrees to use as a guide OCR's Title VI Public Involvement Guidance for EPA Assistance Recipients Administering Environmental Permitting Programs. The Guidance can be found at <http://edocket.access.gpo.gov/2006/pdf/06-2691.pdf>. In accepting this assistance agreement, the recipient acknowledges it has an affirmative obligation to implement effective Title VI compliance programs and ensure that its actions do not involve discriminatory treatment and do not have discriminatory effects even when facially neutral. The recipient must be prepared to demonstrate to EPA that such compliance programs exist and are being implemented or to otherwise demonstrate how it is meeting its Title VI obligations.

- E. Additional Term and Condition for Agricultural Landowners - Riparian Buffer Term for Agricultural Landowners. To be eligible for NEP implementation funding, provided directly or through a subaward, a private agricultural land owner whose property borders fresh or estuarine waters must establish and maintain a riparian buffer on all water courses on the property consistent with the National Marine Fisheries Service (NMFS) guidelines for Riparian Buffers Along Agricultural Water Courses in NW Washington and NRCS guidance on the NMFS guidelines. A land owner may be excluded from meeting this requirement if the funding is used solely for removal of shoreline armoring, onsite sewage system repair or replacement, engineered dike setbacks, or culvert or tide-gate replacements that provide for fish passage at all life stages. In some cases, the NJ\1FS recommendations are framed in terms of ranges of buffer widths rather than point estimates, and expressed as probabilities of achieving desired outcomes. Local conditions and local circumstances matter, and may affect the choice of the riparian buffer most effective at achieving salmon recovery. Buffer widths may be less than specified in the table in cases where there is a scientific basis for doing so and all affected tribes in the watershed agree to deviations from the NMFS guidelines or where there are physical constraints on an individual parcel (e.g. transportation corridors, structures, naturally occurring).

SECTION 36. ORDER OF PRECEDENCE

This Agreement is entered into, pursuant to, and under the authority granted by applicable federal and state laws. The provisions of the Agreement shall be construed to conform to those laws. In the event of an inconsistency in the terms of this Agreement, or between its terms and any applicable statute, rule, or policy or procedure, the inconsistency shall be resolved by giving precedence in the following order:

- A. Federal law and binding executive orders;
- B. Code of federal regulations;
- C. Terms and conditions of a grant award to the state from the federal government;
- D. Federal grant program policies and procedures adopted by a federal agency;
- E. State law;
- F. Washington Administrative Code;
- G. Project Agreement;
- H. Board policies and procedures.

SECTION 37. AMENDMENTS

Amendments to this Agreement shall be binding only if in writing and signed by personnel authorized to bind each of the parties except period of performance extensions in and minor scope adjustments need only be signed by RCO's director or designee, unless the consent of the sponsor to an extension or scope adjustment is required by its auditing policies, regulations, or legal requirements, in which case, no extension shall be effective until so consented.

SECTION 38. LIMITATION OF AUTHORITY

Only RCO or RCO's delegate by writing (delegation to be made prior to action) shall have the express, implied, or apparent authority to alter, amend, modify, or waive any clause or condition of this Agreement. Furthermore, any alteration, amendment, modification, or waiver of any clause or condition of this Agreement is not effective or binding unless made in writing and signed by RCO.

SECTION 39. WAIVER OF DEFAULT

Waiver of any default shall not be deemed to be a waiver of any subsequent default. Waiver or breach of any provision of the Agreement shall not be deemed to be a waiver of any other or subsequent breach and shall not be construed to be a modification of the terms of the Agreement unless stated to be such in writing, signed by the director, or the director's designee, and attached to the original Agreement.

SECTION 40. APPLICATION REPRESENTATIONS -- MISREPRESENTATIONS OR INACCURACY OR BREACH

The funding board and RCO rely on the sponsor's application in making its determinations as to eligibility for, selection for, and scope of, funding grants. Any misrepresentation, error or inaccuracy in any part of the application may be deemed a breach of this Agreement.

SECTION 41. SPECIFIC PERFORMANCE

The funding board and RCO may enforce this Agreement by the remedy of specific performance, which usually will mean completion of the project as described in this Agreement. However, the remedy of specific performance shall not be the sole or exclusive remedy available to RCO. No remedy available to the funding board or RCO shall be deemed exclusive. The funding board or RCO may elect to exercise any, a combination of, or all of the remedies available to it under this Agreement, or under any provision of law, common law, or equity.

SECTION 42. TERMINATION

The funding board and RCO will require strict compliance by the sponsor with all the terms of this Agreement including, but not limited to, the requirements of the applicable statutes, rules and all funding board and RCO policies, and with the representations of the sponsor in its application for a grant as finally approved by the funding board. For federal awards, notification of termination will comply with 2 C.F.R. § 200.340.

- A. For Cause. The funding board or the director may suspend or terminate the obligation to provide funding to the sponsor under this Agreement:
 - 1. In the event of any breach by the sponsor of any of the sponsor's obligations under this Agreement; or
 - 2. If the sponsor fails to make progress satisfactory to the funding board or director toward completion of the project by the completion date set out in this Agreement. Included in progress is adherence to milestones and other defined deadlines

In the event this Agreement is terminated by the funding board or director, under this section or any other section after any portion of the grant amount has been paid to the sponsor under this Agreement, the funding board or director may require that any amount paid be repaid to RCO for redeposit into the account from which the funds were derived.

- B. Non Availability of Funds. The obligation of the RCO to make payments is contingent on the availability of state and federal funds through legislative appropriation and state allotment. If amounts sufficient to fund the grant made under this Agreement are not appropriated to RCO for expenditure for this Agreement in any biennial fiscal period, RCO shall not be obligated to pay any remaining unpaid portion of this grant unless and until the necessary action by the Legislature or the Office of Financial Management occurs. If RCO participation is suspended under this section for a continuous period of one year, RCO's obligation to provide any future funding under this Agreement shall terminate. Termination of the Agreement under this section is not subject to appeal by the sponsor.
- C. For Convenience. Except as otherwise provided in this Agreement, RCO may, by ten (10) days written notice, beginning on the second day after the mailing, terminate this Agreement, in whole or in part. If this Agreement is so terminated, RCO shall be liable only for payment required under the terms of this Agreement for services rendered or goods delivered prior to the effective date of termination.

SECTION 43. DISPUTE HEARING

Except as may otherwise be provided in this Agreement, when a dispute arises between the sponsor and the funding board, which cannot be resolved, either party may request a dispute hearing according to the process set out in this section. Either party's request for a dispute hearing must be in writing and clearly state:

- A. The disputed issues;
- B. The relative positions of the parties;
- C. The sponsor's name, address, project title, and the assigned project number.

In order for this section to apply to the resolution of any specific dispute or disputes, the other party must agree in writing that the procedure under this section shall be used to resolve those specific issues. The dispute shall be heard by a panel of three persons consisting of one person chosen by the sponsor, one person chosen by the director, and a third person chosen by the two persons initially appointed. If a third person cannot be agreed on, the third person shall be chosen by the funding board's chair.

Any hearing under this section shall be informal, with the specific processes to be determined by the disputes panel according to the nature and complexity of the issues involved. The process may be solely based on written material if the parties so agree. The disputes panel shall be governed by the provisions of this Agreement in deciding the disputes.

The parties shall be bound by the decision of the disputes panel, unless the remedy directed by that panel shall be without the authority of either or both parties to perform, as necessary, or is otherwise unlawful.

Request for a disputes hearing under this section by either party shall be delivered or mailed to the other party. The request shall be delivered or mailed within thirty (30) days of the date the requesting party has received notice of the action or position of the other party which it wishes to dispute. The written Agreement to use the process under this section for resolution of those issues shall be delivered or mailed by the receiving party to the requesting party within thirty (30) days of receipt by the receiving party of the request.

All costs associated with the implementation of this process shall be shared equally by the parties.

SECTION 44. ATTORNEYS' FEES

In the event of litigation or other action brought to enforce contract terms, each party agrees to bear its own attorney fees and costs.

SECTION 45. GOVERNING LAW/VENUE

This Agreement shall be construed and interpreted in accordance with the laws of the State of Washington. In the event of a lawsuit involving this Agreement, venue shall be in Thurston County Superior Court if legally proper; otherwise venue shall be in a county where the project is situated. The sponsor, by execution of this Agreement acknowledges the jurisdiction of the courts of the State of Washington.

SECTION 46. PROVISIONS APPLICABLE ONLY IF FEDERALLY RECOGNIZED INDIAN TRIBE IS THE SPONSOR

In the cases where this Agreement is between the funding board (State) and a federally recognized Indian Tribe, the following governing law/venue applies, but only between those parties:

- A. Notwithstanding the above venue provision, if the State of Washington intends to initiate a lawsuit against a federally recognized Indian tribe relating to the performance, breach or enforcement of this Agreement, it shall so notify the Tribe. If the Tribe believes that a good faith basis exists for subject matter jurisdiction of such a lawsuit in federal court, the Tribe shall so notify the State within five days of receipt of such notice and state the basis for such jurisdiction. If the Tribe so notifies the State, the State shall bring such lawsuit in federal court; otherwise the State may sue the Tribe in the Thurston County Superior Court. Interpretation of the Agreement shall be according to applicable State law, except to the extent preempted by federal law. In the event suit is brought in federal court and the federal court determines that it lacks subject matter jurisdiction to resolve the dispute between the State and Tribal Party, then the parties agree to venue in Thurston County Superior Court.
- B. Any judicial award, determination, order, decree or other relief, whether in law or equity or otherwise, resulting from a lawsuit arising out of this agreement, including any third party claims relating to any work performed under this agreement, shall be binding and enforceable on the parties. Any money judgment or award against a tribe, tribal officers and members, or the State of Washington and its officers and employees may exceed the amount provided for in Section F - Project Funding of the Agreement in order to satisfy the judgment.
- C. The Tribe hereby waives its sovereign immunity for suit in federal and state court for the limited purpose of allowing the State to bring such actions as it determines necessary to give effect to this section and to the enforcement of any judgment relating to the performance, or breach of this Agreement. This waiver is not for the benefit of any third party and shall not be enforceable by any third party or by any assignee of the parties. In any enforcement action, the parties shall bear their own enforcement costs, including attorneys' fees.

For purposes of this provision, the State includes the RCO and any other state agencies that may be assigned or otherwise obtain the right of the RCO to enforce this Agreement.

SECTION 47. SEVERABILITY

The provisions of this Agreement are intended to be severable. If any term or provision is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of the Agreement.

Eligible Scope Activities

Project Sponsor: Pacific County
Project Title: Pacific County Lead Entity 2015-2017
Program: Salmon-LE Fed Contracts

Project Number: 15-1385
Project Type: Planning
Approval: 11/25/2015

Planning Metrics

Worksite #1, Lead Entity Base Grant

Targeted salmonid ESU/DPS (A.23):

Chinook Salmon-Washington Coast ESU, Chum Salmon-Pacific Coast ESU, Coho Salmon-Southwest Washington ESU, Steelhead-Southwest Washington/Washington Coast DPS
None
815131.0
1318.00

Targeted species (non-ESU species):
Area Encompassed (acres) (B.0.b.1):
Miles of Stream Affected (B.0.b.2):

Restoration Planning And Coordination Project

Evaluation/analysis of restoration plans and projects (B.1.b.9)

Name of the Plan (B.1.b.9.a):

Pacific County, 2001. Pacific County(WRIA 24) Strategic Plan for Salmon Recovery. There are no ESA-listed salmon species within WRIA #24 boundaries. The overall goal of the Pacific County (WRIA 24) Strategic Salmon Recovery Plan (Strategic Plan) is to re-establish the connection between fish and their habitat through the identification of human actions and their effects on salmon survival. This Pacific County (WRIA 24) Strategic Salmon Recovery Plan offers a scientific framework enabling the selection of projects that most effectively restore and preserve the natural habitat features and landscape processes critical to sustained salmon survival.

Description of the Plan (B.1.b.9.b):

Support to local entities or agencies (B.1.b.6)

Name of the Plan (B.1.b.6.a):

Pacific County, 2001. Pacific County(WRIA 24) Strategic Plan for Salmon Recovery. There are no ESA-listed salmon species within WRIA #24 boundaries. The overall goal of the Pacific County (WRIA 24) Strategic Salmon Recovery Plan (Strategic Plan) is to re-establish the connection between fish and their habitat through the identification of human actions and their effects on salmon survival. This Pacific County (WRIA 24) Strategic Salmon Recovery Plan offers a scientific framework enabling the selection of projects that most effectively restore and preserve the natural habitat features and landscape processes critical to sustained salmon survival.

Description of the Plan (B.1.b.6.b):

Milestone Report By Project

Project Number: 15-1385 P
Project Name: Pacific County Lead Entity 2015-2017
Sponsor: Pacific County of
Project Manager: Sarah Gage

X	!	Milestone	Target Date	Comments/Description
X		Project Start	07/01/2015	
X	!	Progress Report Submitted	10/31/2015	
	!	Progress Report Submitted	04/15/2016	
		Annual Project Billing	06/30/2016	
	!	Progress Report Submitted	10/31/2016	
	!	Progress Report Submitted	04/15/2017	
	!	Agreement End Date	06/30/2017	
		Final Report in PRISM	07/31/2017	
		Final Billing to RCO	07/31/2017	

X = Milestone Complete

! = Critical Milestone