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

January 23, 2017

ADDITIONAL AGENDA
Additional Agenda items will be acted upon following the Commissioners’ regular Agenda

__________________________

ITEMS REGARDING DEPARTMENT OF PUBLIC WORKS
1) Consider approval of Local Agency Federal Aid Project Prospectus and Local Agency Agreement with WA State Department of Transportation; authorize Chair and County Engineer to sign
2) Consider approval of request purchase Capital Expenditure items
3) Accept resignation of Faith Taylor-Eldred and consider approval of request to post, advertise and fill vacant position
4) Confirm promotion of Tim Bale to Senior Engineering Technician

ITEMS REGARDING DEPARTMENT OF COMMUNITY DEVELOPMENT
5) Consider approval of request to hire Miranda Bisbing, Administrative Asst. II, Grade 9 Step 1

ITEMS REGARDING HEALTH & HUMAN SERVICES DEPARTMENT
6) Consider approval of request to promote Tessa Clements to Criminal Justice Program Specialist, Grade 13 Step 1

ITEMS REGARDING BOARDS AND COMMISSIONS
7) Consider approval of the appointment of Vincent McLeod to Position #1 on the Veterans Advisory Board

ITEMS REGARDING GENERAL BUSINESS
8) Consider approval of CR2a Agreement with Mark and Patricia Mayko and consider adoption of Resolution 2018-_____ authorizing Chair to sign

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.

Pacific County is an Equal Opportunity Employer and Provider


**AGENDA REQUEST FORM**

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

<table>
<thead>
<tr>
<th>BOCC ACTION:</th>
<th>☐ APPROVED</th>
<th>☐ DENIED</th>
</tr>
</thead>
<tbody>
<tr>
<td>SUBJECT TO ADEQUATE BUDGET APPROPRIATIONS</td>
<td>☐</td>
<td>☐</td>
</tr>
<tr>
<td>NO ACTION TAKEN/WITHDRAWN</td>
<td>☐</td>
<td>☐</td>
</tr>
<tr>
<td>CONTINUED TO DATE:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>DURATION:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>OTHER:</td>
<td></td>
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</table>

**AGENDA ITEM #:** 1

- **Initial:**
- **Date:**
- **Review:**
- **Clerk of the Board:** ☐
- **Risk Mgmt:** ☐
- **Legal Required:** ☐

**DISTRIBUTION LIST:**
- ☐ RF
- ☐ CF
- ☐ SEA
- ☐ Assessor
- ☐ DPW
- ☐ NDC
- ☐ Superior Court
- ☐ Auditor
- ☐ EMA
- ☐ PACCOM
- ☐ Treasurer
- ☐ Clerk
- ☐ Fair
- ☐ Prosecutor
- ☐ Veg Mgmt
- ☐ Civil Service
- ☐ Health
- ☐ SDC
- ☐ WSU Ext.
- ☐ DCD
- ☐ Juvenile
- ☐ Sheriff
- ☐ Other

**AGENDA ITEM REQUEST**

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

<table>
<thead>
<tr>
<th>DEPARTMENT/OFFICE:</th>
<th>Department of Public Works</th>
</tr>
</thead>
<tbody>
<tr>
<td>OFFICIAL NAME &amp; TITLE:</td>
<td>Mike Collins, Director/County Engineer</td>
</tr>
<tr>
<td>PHONE / EXT:</td>
<td></td>
</tr>
<tr>
<td>SIGNATURE:</td>
<td></td>
</tr>
<tr>
<td>DATE:</td>
<td>1-18-18</td>
</tr>
<tr>
<td>NARRATIVE OF REQUEST</td>
<td></td>
</tr>
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</table>

Project Prospectus packets for submittal to WSDOT for the Guardrail Upgrade - 2017 Safety Selection & Signing Upgrade - 2017 County Safety Selection Projects. Documents attached which need BOCC signatures include:

- Local Agency Agreements for Preliminary Engineering Funds and the Project Prospectus pages 1-3.

**RECOMMENDED MOTION**

Approve Local Agency Federal Aid Project Prospectus and Local Agency Agreement with WA State Department of Transportation pertaining to the Guardrail Upgrade - 2017 Safety Selection & Signing Upgrade and authorize Chair and County Engineer to sign
### Local Agency Federal Aid Project Prospectus

<table>
<thead>
<tr>
<th>Prefix</th>
<th>Route</th>
<th>Date</th>
<th>DUNS Number</th>
<th>Federal Employer Tax ID Number</th>
</tr>
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<tbody>
<tr>
<td>HSIP</td>
<td></td>
<td>12/15/2017</td>
<td>084604016</td>
<td>91-60001356</td>
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<table>
<thead>
<tr>
<th>Local Agency Project Number</th>
<th>CRP 1652</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>Agency</th>
<th>County of Pacific</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Yes</td>
</tr>
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</table>

<table>
<thead>
<tr>
<th>Project Title</th>
<th>Start Latitude</th>
<th>End Latitude</th>
</tr>
</thead>
<tbody>
<tr>
<td>Guardrail Upgrade-2017 County Safety Selection</td>
<td>N 46.5882</td>
<td>W 123.6334</td>
</tr>
<tr>
<td>Nearest City Name</td>
<td>Raymond</td>
<td></td>
</tr>
<tr>
<td>Project Zip Code</td>
<td>98577-9317</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Phase</th>
<th>Total Estimated Cost (Nearest Hundred Dollar)</th>
<th>Local Agency Funding (Nearest Hundred Dollar)</th>
<th>Federal Funds (Nearest Hundred Dollar)</th>
<th>Phase Start Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>P.E.</td>
<td>15,000</td>
<td>1500</td>
<td>13,500</td>
<td>1/2018</td>
</tr>
<tr>
<td>R/W</td>
<td>205,000</td>
<td>150,000</td>
<td></td>
<td>5/2018</td>
</tr>
<tr>
<td>Total</td>
<td>220,000</td>
<td>1500</td>
<td>218,500</td>
<td></td>
</tr>
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</table>

### Description of Existing Facility (Existing Design and Present Condition)

- Roadway Width: 12
- Number of Lanes: 2

### Description of Proposed Work

Description of Proposed Work (Attach additional sheet(s) if necessary)

Placement of safety guardrail. The location of the placement of safety guardrail are sites where the side slopes are adjacent to steep embankments. Sites include Sandridge Road, Hyland Stringer Road, Salmon Creek Road, Rixon Road, Fowler Road, Stauffer Road, Stringtown Road, Willapa Road and South Valley Road.

<table>
<thead>
<tr>
<th>Local Agency Contact Person</th>
<th>Title</th>
<th>Phone</th>
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</thead>
<tbody>
<tr>
<td>Michael Collins</td>
<td>Director/County Engineer</td>
<td>360-875-9368</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Mailing Address</th>
<th>City</th>
<th>State</th>
<th>Zip Code</th>
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</thead>
<tbody>
<tr>
<td>211 N Commercial Street</td>
<td>Raymond</td>
<td>WA</td>
<td>98577</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Project Prospectus</th>
<th>Approving Authority</th>
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</thead>
<tbody>
<tr>
<td></td>
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</table>

<table>
<thead>
<tr>
<th>Title</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Director/County Engineer</td>
<td></td>
</tr>
</tbody>
</table>
### Type of Proposed Work

<table>
<thead>
<tr>
<th>Project Type</th>
<th>Roadway Width</th>
<th>Number of Lanes</th>
</tr>
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<tbody>
<tr>
<td>☑ New Construction</td>
<td>varies</td>
<td>2</td>
</tr>
<tr>
<td>☑ Reconstruct</td>
<td>3-R</td>
<td></td>
</tr>
<tr>
<td>☑ Railroad</td>
<td>2-R</td>
<td></td>
</tr>
<tr>
<td>☑ Bridge</td>
<td>Other</td>
<td></td>
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</table>

### Geometric Design Data

#### Federal Functional Classification

<table>
<thead>
<tr>
<th>Description</th>
<th>Through Route</th>
<th>Crossroad</th>
</tr>
</thead>
<tbody>
<tr>
<td>Urban</td>
<td>Principal Arterial</td>
<td>Principal Arterial</td>
</tr>
<tr>
<td>Rural</td>
<td>Minor Arterial</td>
<td>Minor Arterial</td>
</tr>
<tr>
<td>NHS</td>
<td>Collector</td>
<td>Collector</td>
</tr>
<tr>
<td></td>
<td>Major Collector</td>
<td>Major Collector</td>
</tr>
<tr>
<td></td>
<td>Minor Collector</td>
<td>Minor Collector</td>
</tr>
<tr>
<td></td>
<td>Local Access</td>
<td>Local Access</td>
</tr>
</tbody>
</table>

#### Terrain

- Flat
- Roll
- Mountain

#### Posted Speed

- varies

#### Design Speed

- varies

#### Existing ADT

- varies

#### Design Year ADT

- varies

#### Design Year

- varies

#### Design Hourly Volume (DHV)

- varies

### Performance of Work

#### Preliminary Engineering Will Be Performed By

<table>
<thead>
<tr>
<th>Agency</th>
<th>%</th>
</tr>
</thead>
<tbody>
<tr>
<td>Others</td>
<td>100</td>
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</table>

#### Construction Will Be Performed By

<table>
<thead>
<tr>
<th>Agency</th>
<th>%</th>
</tr>
</thead>
<tbody>
<tr>
<td>Contract</td>
<td>100</td>
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</tbody>
</table>

### Environmental Classification

- ☑ Class I - Environmental Impact Statement (EIS)
- ☑ Class II - Categorically Excluded (CE)
- Projects Requiring Documentation (Documented CE)
- ☐ Class III - Environmental Assessment (EA)
- ☐ Project Involves NEPA/SEPA Section 404 Interagency Agreement
- ☐ Project Involves NEPA/SEPA Section 404 Interagency Agreements

### Environmental Considerations

The project work is considered exempt in accordance with WAC 173-420-110 - exempt projects (1) safety, preservation. There are no environmental considerations for this project.
**Right of Way**

- [✓] No Right of Way Needed
  - *All construction required by the contract can be accomplished within the exiting right of way.*
- [ ] Right of Way Needed
- [ ] No Relocation
- [ ] Relocation Required

**Utilities**

- [✓] No utility work required
- [ ] All utility work will be completed prior to the start of the construction contract
- [ ] All utility work will be completed in coordination with the construction contract

**Railroad**

- [✓] No railroad work required
- [ ] All railroad work will be completed prior to the start of the construction contract
- [ ] All the railroad work will be completed in coordination with the construction contract

**Description of Utility Relocation or Adjustments and Existing Major Structures Involved in the Project**

Utilities will be identified and any relocation needed will be adjusted prior to the construction.

**FAA Involvement**

Is any airport located within 3.2 kilometers (2 miles) of the proposed project? [ ] Yes [✓] No

**Remarks**

This project has been reviewed by the legislative body of the administration agency or agencies, or its designee, and is not inconsistent with the agency's comprehensive plan for community development.

Agency: County of Pacific - Board of County Commissioners

Date

By ________________________________ Mayor/Chairperson
The Local Agency having complied, or hereby agreeing to comply, with the terms and conditions set forth in (1) Title 23, U.S. Code Highways, (2) the regulations issued pursuant thereto, (3) 2 CFR Part 200, (4) the policies and procedures promulgated by the Washington State Department of Transportation, and (5) the federal aid project agreement entered into between the State and Federal Government, relative to the above project, the Washington State Department of Transportation will authorize the Local Agency to proceed on the project by a separate notification. Federal funds which are to be obligated for the project may not exceed the amount shown herein on line r, column 3, without written authority by the State, subject to the approval of the Federal Highway Administration. All project costs not reimbursed by the Federal Government shall be the responsibility of the Local Agency.

**Project Description**

Name: Guardrail Upgrade- 2017 County Safety Selections  
Terminal Misc. Length Misc.

**Description of Work**

Placement of safety guardrail. The location of the placement of safety guardrail are sites where the side slopes are adjacent to steep embankments. Sites include Sandridge Road, Hyland Stringer Road, Salmon Creek Road, Rixon Road, Fowler Road, Stauffer Road, Stringtown Road, Willapa Road and South Valley Road.

<table>
<thead>
<tr>
<th>Project Agreement End Date</th>
<th>12/31/2019</th>
</tr>
</thead>
<tbody>
<tr>
<td>Proposed Advertisement Date</td>
<td>5/2018</td>
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</table>

### Estimate of Funding

<table>
<thead>
<tr>
<th>Type of Work</th>
<th>Project Funds</th>
<th>Estimated Agency Funds</th>
<th>Estimated Federal Funds</th>
</tr>
</thead>
<tbody>
<tr>
<td>PE</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>90%</td>
<td>$15,000.00</td>
<td>$1,500.00</td>
<td>$13,500.00</td>
</tr>
<tr>
<td>Federal Aid Participation</td>
<td>d. State</td>
<td>$15,000.00</td>
<td>$1,500.00</td>
</tr>
<tr>
<td>Right of Way</td>
<td>f. Agency</td>
<td>$0.00</td>
<td>$0.00</td>
</tr>
<tr>
<td>Federal Aid Participation</td>
<td>h. Other</td>
<td>$0.00</td>
<td>$0.00</td>
</tr>
<tr>
<td>Construction</td>
<td>k. Contract</td>
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<td>$0.00</td>
</tr>
<tr>
<td>Federal Aid Participation</td>
<td>n. Other</td>
<td>$0.00</td>
<td>$0.00</td>
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<tr>
<td>Construction</td>
<td>o. Agency</td>
<td>$15,000.00</td>
<td>$1,500.00</td>
</tr>
<tr>
<td>Ratio for CN</td>
<td>p. State</td>
<td>$0.00</td>
<td>$0.00</td>
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<tr>
<td>Construction</td>
<td>q. Total CN Cost Estimate</td>
<td>$0.00</td>
<td>$0.00</td>
</tr>
<tr>
<td>Ratio for CN</td>
<td>r. Total Project Cost Estimate</td>
<td>$15,000.00</td>
<td>$1,500.00</td>
</tr>
</tbody>
</table>

### Agency Official

Washington State Department of Transportation  
By: Director, Local Programs  
Date Executed:
Construction Method of Financing (Check Method Selected)

State Ad and Award

Method A - Advance Payment - Agency Share of total construction cost (based on contract award)
Method B - Withhold from gas tax the Agency's share of total construction cost (line 6, column 2) in the amount of $ at $ per month for months.

Local Force or Local Ad and Award

✓ Method C - Agency cost incurred with partial reimbursement

The Local Agency further stipulates that pursuant to said Title 23, regulations and policies and procedures, and as a condition to payment of the federal funds obligated, it accepts and will comply with the applicable provisions set forth below. Adopted by official action on Resolution/Ordinance No.

Provisions

I. Scope of Work

The Agency shall provide all the work, labor, materials, and services necessary to perform the project which is described and set forth in detail in the "Project Description" and "Type of Work."

When the State acts for and on behalf of the Agency, the State shall be deemed an agent of the Agency and shall perform the services described and indicated in "Type of Work" on the face of this agreement, in accordance with plans and specifications as proposed by the Agency and approved by the State and the Federal Highway Administration.

When the State acts for the Agency but is not subject to the right of control by the Agency, the State shall have the right to perform the work subject to the ordinary procedures of the State and Federal Highway Administration.

II. Delegation of Authority

The State is willing to fulfill the responsibilities to the Federal Government by the administration of this project. The Agency agrees that the State shall have the full authority to carry out this administration. The State shall review, process, and approve documents required for federal aid reimbursement in accordance with federal requirements. If the State advertises and awards the contract, the State will further act for the Agency in all matters concerning the project as requested by the Agency. If the Local Agency advertises and awards the project, the State shall review the work to ensure conformity with the approved plans and specifications.

III. Project Administration

Certain types of work and services shall be provided by the State on this project as requested by the Agency and described in the Type of Work above. In addition, the State will furnish qualified personnel for the supervision and inspection of the work in progress. On Local Agency advertised and awarded projects, the supervision and inspection shall be limited to ensuring all work is in conformance with approved plans, specifications, and federal aid requirements. The salary of such engineer or other supervisor and all other salaries and costs incurred by State forces upon the project will be considered a cost thereon. All costs related to this project incurred by employees of the State in the customary manner on highway payroll and vouchers shall be charged as costs of the project.

IV. Availability of Records

All project records in support of all costs incurred and actual expenditures kept by the Agency are to be maintained in accordance with local government accounting procedures prescribed by the Washington State Auditor's Office, the U.S. Department of Transportation, and the Washington State Department of Transportation. The records shall be open to inspection by the State and Federal Government at all reasonable times and shall be retained and made available for such inspection for a period of not less than three years from the final payment of any federal aid funds to the Agency. Copies of said records shall be furnished to the State and/or Federal Government upon request.

V. Compliance with Provisions

The Agency shall not incur any federal aid participation costs on any classification of work on this project until authorized in writing by the State for each classification. The classifications of work for projects are:

1. Preliminary engineering.
2. Right of way acquisition.
3. Project construction.

Once written authorization is given, the Agency agrees to show continuous progress through monthly billings. Failure to show continuous progress may result the Agency's project becoming inactive, as described in 23 CFR 630, and subject to de-obligation of federal aid funds and/or agreement closure.

If right of way acquisition, or actual construction of the road for which preliminary engineering is undertaken is not started by the close of the tenth fiscal year following the fiscal year in which preliminary engineering phase was authorized, the Agency will repay to the State the sum or sums of federal funds paid to the Agency under the terms of this agreement (see Section IX).

If actual construction of the road for which right of way has been purchased is not started by the close of the tenth fiscal year following the fiscal year in which the right of way phase was authorized, the Agency will repay to the State the sum or sums of federal funds paid to the Agency under the terms of this agreement (see Section IX).
The Agency agrees that all stages of construction necessary to provide the initially planned complete facility within the limits of this project will conform to at least the minimum values set by approved statewide design standards applicable to this class of highways, even though such additional work is financed without federal aid participation.

The Agency agrees that on federal aid highway construction projects, the current federal aid regulations which apply to liquidated damages relative to the basis of federal participation in the project cost shall be applicable in the event the contractor fails to complete the contract within the contract time.

VI. Payment and Partial Reimbursement

The total cost of the project, including all review and engineering costs and other expenses of the State, is to be paid by the Agency and by the Federal Government. Federal funding shall be in accordance with the Federal Transportation Act, as amended, 2 CFR Part 200. The State shall not be ultimately responsible for any of the costs of the project. The Agency shall be ultimately responsible for all costs associated with the project which are not reimbursed by the Federal Government. Nothing in this agreement shall be construed as a promise by the State as to the amount or nature of federal participation in this project.

The Agency shall bill the State for federal aid project costs incurred in conformity with applicable federal and state laws. The agency shall minimize the time elapsed between receipt of federal aid funds and subsequent payment of incurred costs. Expenditures by the Local Agency for maintenance, general administration, supervision, and other overhead shall not be eligible for federal participation unless a current indirect cost plan has been prepared in accordance with the regulations outlined in 2 CFR Part 200 - Uniform Administration Requirements, Cost Principles and Audit Requirements for Federal Awards, and retained for audit.

The State will pay for State incurred costs on the project. Following payment, the State shall bill the Federal Government for reimbursement of those costs eligible for federal participation to the extent that such costs are attributable and properly allocable to this project. The State shall bill the Agency for that portion of State costs which were not reimbursed by the Federal Government (see Section IX).

1. Project Construction Costs

Project construction financing will be accomplished by one of the three methods as indicated in this agreement.

Method A - The Agency will place with the State, within (20) days after the execution of the construction contract, an advance in the amount of the Agency's share of the total construction cost based on the contract award. The State will notify the Agency of the exact amount to be deposited with the State. The State will pay all costs incurred under the contract upon presentation of progress billings from the contractor. Following such payments, the State will submit a billing to the Federal Government for the federal aid participation share of the cost. When the project is substantially completed and final actual costs of the project can be determined, the State will present the Agency with a final billing showing the amount due the State or the amount due the Agency. This billing will be cleared by either a payment from the Agency to the State or by a refund from the State to the Agency.

Method B - The Agency's share of the total construction cost, as shown on the face of this agreement shall be withheld from its monthly fuel tax allotments. The face of this agreement establishes the months in which the withholding shall take place and the exact amount to be withheld each month. The extent of withholding will be confirmed by letter from the State at the time of contract award. Upon receipt of progress billings from the contractor, the State will submit such billings to the Federal Government for payment of its participating portion of such billings.

Method C - The Agency may submit vouchers to the State in the format prescribed by the State, in duplicate, not more than once per month for those costs eligible for Federal participation to the extent that such costs are directly attributable and properly allocable to this project. Expenditures by the Local Agency for maintenance, general administration, supervision, and other overhead shall not be eligible for Federal participation unless claimed under a previously approved indirect cost plan.

The State shall reimburse the Agency for the Federal share of eligible project costs up to the amount shown on the face of this agreement. At the time of audit, the Agency will provide documentation of all costs incurred on the project. The State shall bill the Agency for all costs incurred by the State relative to the project. The State shall also bill the Agency for the federal funds paid by the State to the Agency for project costs which are subsequently determined to be ineligible for Federal participation (see Section IX).

VII. Audit of Federal Consultant Contracts

The Agency, if services of a consultant are required, shall be responsible for audit of the consultant's records to determine eligible federal aid costs on the project. The report of said audit shall be in the Agency's files and made available to the State and the Federal Government.

An audit shall be conducted by the WSDOT Internal Audit Office in accordance with generally accepted governmental auditing standards as issued by the United States General Accounting Office by the Comptroller General of the United States; WSDOT Manual M 27-50, Consultant Authorization, Selection, and Agreement Administration; memoranda of understanding between WSDOT and FHWA; and 2 CFR Part 200.501 - Audit Requirements.

If upon audit it is found that overpayment or participation of federal money in ineligible items of cost has occurred, the Agency shall reimburse the State for the amount of such overpayment or excess participation (see Section IX).

VIII. Single Audit Act

The Agency, as a subrecipient of federal funds, shall adhere to the federal regulations outlined in 2 CFR Part 200.501 as well as all applicable federal and state statutes and regulations. A subrecipient who expends $750,000 or more in federal awards from all sources during the given fiscal year shall have a single or program-specific audit performed for that year in accordance with the provisions of 2 CFR Part 200.501. Upon conclusion of the audit, the Agency shall be responsible for ensuring that a copy of the report is transmitted promptly to the State.

DOT Form 140-659
Revised 05/2015
IX. Payment of Billing

The Agency agrees that if payment or arrangement for payment of any of the State’s billing relative to the project (e.g., State force work, project cancellation, overpayment, cost ineligible for federal participation, etc.) is not made to the State within 45 days after the Agency has been billed, the State shall effect reimbursement of the total sum due from the regular monthly fuel tax allotments to the Agency from the Motor Vehicle Fund. No additional Federal project funding will be approved until full payment is received unless otherwise directed by the Director, Local Programs.

Project Agreement End Date - This date is based on your projects Period of Performance (2 CFR Part 200.309).

Any costs incurred after the Project Agreement End Date are NOT eligible for federal reimbursement. All eligible costs incurred prior to the Project Agreement End Date must be submitted for reimbursement within 90 days after the Project Agreement End Date or they become ineligible for federal reimbursement.

X. Traffic Control, Signing, Marking, and Roadway Maintenance

The Agency will not permit any changes to be made in the provisions for parking regulations and traffic control on this project without prior approval of the State and Federal Highway Administration. The Agency will not install or permit to be installed any signs, signals, or markings not in conformance with the standards approved by the Federal Highway Administration and MUTCD. The Agency will, at its own expense, maintain the improvement covered by this agreement.

XI. Indemnity

The Agency shall hold the Federal Government and the State harmless from and shall process and defend at its own expense all claims, demands, or suits, whether at law or equity brought against the Agency, State, or Federal Government, arising from the Agency’s execution, performance, or failure to perform any of the provisions of this agreement, or of any other agreement or contract connected with this agreement, or arising by reason of the participation of the State or Federal Government in the project, PROVIDED, nothing herein shall require the Agency to reimburse the State or the Federal Government for damages arising out of bodily injury to persons or damage to property caused by or resulting from the sole negligence of the Federal Government or the State.

XII. Nondiscrimination Provision

No liability shall attach to the State or Federal Government except as expressly provided herein.

The Agency shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any US DOT-assisted contract and/or agreement or in the administration of its DBE program or the requirements of 49 CFR Part 26. The Agency shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of US DOT-assisted contracts and agreements. The WSDOT’s DBE program, as required by 49 CFR Part 26 and as approved by US DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the Agency of its failure to carry out its approved program, the Department may impose sanctions as provided for under Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).

The Agency hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the rules and regulations of the Secretary of Labor in 41 CFR Chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan, insurance, or guarantee or understanding pursuant to any federal program involving such grant, contract, loan, insurance, or guarantee, the required contract provisions for Federal-Aid Contracts (FHWA 1273), located in Chapter 44 of the Local Agency Guidelines.

The Agency further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, that if the applicant so participating is a State or Local Government, the above equal opportunity clause is not applicable to any agency, Instrumentality, or subdivision of such government which does not participate in work on or under the contract.

The Agency also agrees:

1. To assist and cooperate actively with the State in obtaining the compliance of contractors and sub contractors with the equal opportunity clause and rules, regulations, and relevant orders of the Secretary of Labor.

2. To furnish the State such information as it may require for the supervision of such compliance and that it will otherwise assist the State in the discharge of its primary responsibility for securing compliance.

3. To refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, government contracts and federally assisted construction contracts pursuant to the Executive Order.

4. To carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the State, Federal Highway Administration, or the Secretary of Labor pursuant to Part II, subpart D of the Executive Order.

In addition, the Agency agrees that if it fails or refuses to comply with these undertakings, the State may take any or all of the following actions:

(a) Cancel, terminate, or suspend this agreement in whole or in part;

(b) Refrain from extending any further assistance to the Agency under the program with respect to which the failure or refusal occurred until satisfactory assurance of future compliance has been received from the Agency; and

(c) Refer the case to the Department of Justice for appropriate legal proceedings.
XIII. Liquidated Damages

The Agency hereby agrees that the liquidated damages provisions of 23 CFR Part 635, Subpart 127, as supplemented, relative to the amount of Federal participation in the project cost, shall be applicable in the event the contractor fails to complete the contract within the contract time. Failure to include liquidated damages provision will not relieve the Agency from reduction of federal participation in accordance with this paragraph.

XIV. Termination for Public Convenience

The Secretary of the Washington State Department of Transportation may terminate the contract in whole, or from time to time in part, whenever:

1. The requisite federal funding becomes unavailable through failure of appropriation or otherwise.
2. The contractor is prevented from proceeding with the work as a direct result of an Executive Order of the President with respect to the prosecution of war or in the interest of national defense, or an Executive Order of the President or Governor of the State with respect to the preservation of energy resources.
3. The contractor is prevented from proceeding with the work by reason of a preliminary, special, or permanent restraining order of a court of competent jurisdiction where the issuance of such order is primarily caused by the acts or omissions of persons or agencies other than the contractor.
4. The Secretary is notified by the Federal Highway Administration that the project is inactive.
5. The Secretary determines that such termination is in the best interests of the State.

XV. Venue for Claims and/or Causes of Action

For the convenience of the parties to this contract, it is agreed that any claims and/or causes of action which the Local Agency has against the State of Washington, growing out of this contract or the project with which it is concerned, shall be brought only in the Superior Court for Thurston County.

XVI. Certification Regarding the Restrictions of the Use of Federal Funds for Lobbying

The approving authority certifies, to the best of his or her knowledge and belief, that:

1. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any federal agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit the Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, and contracts and subcontracts under grants, subgrants, loans, and cooperative agreements) which exceed $100,000, and that all such subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification as a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

XVII. Assurances

Local agencies receiving Federal funding from the USDOT or its operating administrations (i.e., Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration) are required to submit a written policy statement, signed by the Agency Executive and addressed to the State, documenting that all programs, activities, and services will be conducted in compliance with Section 504 and the Americans with Disabilities Act (ADA).

Additional Provisions
AGENDA REQUEST FORM

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

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Agenda Item #: 2

Initial: Date: Review: □ Clerk of the Board □ Risk Mgmt □ Legal Required

DISTRIBUTION LIST:

- □ RF
- □ Assessor
- □ DPW
- □ NDC
- □ Superior Court
- □ CF
- □ Auditor
- □ EMA
- □ PACCOM
- □ Treasurer
- □ SEA
- □ Clerk
- □ Fair
- □ Prosecutor
- □ Veg Mgmt
- □ Civil Service
- □ Health
- □ SDC
- □ WSU Ext.
- □ DCD
- □ Juvenile
- □ Sheriff
- □ Other

AGENDA ITEM REQUEST

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

DEPARTMENT/OFFICE: Department of Public Works
DIVISION (If applicable): Telecommunications

OFFICIAL NAME & TITLE: Joe Camenzind, Telecom Engineer
PHONE / EXT: 3443

SIGNATURE: DATE: 1/12/2018

NARRATIVE OF REQUEST

I am requesting authorization to purchase the following Capital Expenditure Items for the E.R.&R. Fund, Communications Division as approved in the 2018 FY Final Budget, either from State or other Local Government Bid or in accordance with the DPW Small Vendor List. Items that exceed $5,000 shall be purchased in accordance with RCW 36.32.245, which specifies requirements related to advertising and obtaining competitive bids.

- Replace annemometers at three sites = $5,000
- Bench tools and communications equip = $5,000
- Supplement rectifiers at site 491 = $1,500
- Replace weather stations at three sites = $1,500
- Replace office computer and printer = $2,200

Replace SCADA at five sites = $30,000
Replace battery set at site 489 = $12,000
Tower Analysis = $15,000

There is $72,200 budgeted for Capital Expenditures in the E.R.&R. Fund 502 – Communications for the year 2018.

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

Approve purchase of Capital Expenditure Item for the ER&R Fund 502-Communications Division as provided by Telecommunications Engineer, in an amount not to exceed $72,200, subject to adequate budget appropriations.
DATE: January 23, 2018

TO: Board of County Commissioners

FROM: Joe Camenzind, Telecom Engineer

RE: Authorization to Purchase Attractive Items and Capital Equipment for the E.R.&R. Communications Division

MEMORANDUM

I am requesting authorization to purchase the following Capital Expenditure Items for the E.R.&R. Fund, Communications Division as approved in the 2018 FY Final Budget, either from State or other Local Government Bid or in accordance with the DPW Small Vendor List. Items that exceed $5,000 shall be purchased in accordance with RCW 36.32.245, which specifies requirements related to advertising and obtaining competitive bids.

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<th>DIVISION</th>
<th>OBJ</th>
<th>ITEM</th>
<th>Budget</th>
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<tr>
<td>Comm.</td>
<td>Capital Exp.</td>
<td>Replace battery set at site 489</td>
<td>$12,000</td>
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<tr>
<td>Comm.</td>
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<td>Equipment</td>
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<td>$ 5,000</td>
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There is $72,200 budgeted for Capital Expenditures in the E.R.&R. Fund 502 – Communications for the year 2018.

C: Board of Pacific County Commissioners
   Mike Collins, Director of Public Works
   Andree Harland, DPW Accountant
   2018 Telecom File
Agenda Item #3

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

BOCC ACTION:  [] APPROVED  [] DENIED

[ ] SUBJECT TO ADEQUATE BUDGET APPROPRIATIONS

[ ] NO ACTION TAKEN/WITHDRAWN  [ ] DEFERRED TO:

[ ] CONTINUED TO DATE:  [ ] TIME:

[ ] OTHER:

Initial: ___________________________ Date: ___________________________

Review [ ] Clerk of the Board [ ] Risk Mgmt [ ] Legal Required

DISTRIBUTION LIST:

RF [ ] Assessor [ ] DPW [ ] NDC [ ] Superior Court

CF [ ] Auditor [ ] EMA [ ] PACCOM [ ] Treasurer

SEA [ ] Clerk [ ] Fair [ ] Prosecutor [ ] Veg Mgmt

Civil Service [ ] Health [ ] SDC [ ] WSU Ext.

DCC [ ] Juvenile [ ] Sheriff [ ] Other

AGENDA ITEM REQUEST

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

DEPARTMENT/OFFICE: DPW

DIVISION (if applicable): Roads

OFFICIAL NAME & TITLE: Andree Harland

PHONE / EXT: 2274

SIGNATURE: ___________________________

DATE: 1-19-18

NARRATIVE OF REQUEST

Request Board to acknowledge and accept the resignation of Faith Taylor-Eldred effective Jan. 31, 2018. Request permission to advertise for a Engineer Tech III Grade 11 Step 1.

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

Accept resignation of Faith Taylor-Eldred, Engineering Technician III, effective January 31, 2018 and approve request to post, advertise and fill vacant position.
AGENDA REQUEST FORM

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

BOCC ACTION:  □ APPROVED   □ DENIED

□ SUBJECT TO ADEQUATE BUDGET APPROPRIATIONS

□ NO ACTION TAKEN/WITHDRAWN  □ DEFERRED TO: ____________________________

□ CONTINUED TO DATE: ____________________________  TIME: ____________________________

□ OTHER: ________________________________________________________________

AGENDA ITEM #: 4

Initial: _____________  Date: _____________

Review  □ Clerk of the Board  □ Risk Mgmt  □ Legal Required

DISTRIBUTION LIST:

□ RF  □ Assessor  □ DPW  □ NDC  □ Superior Court

□ CF  □ Auditor  □ EMA  □ PACCOM  □ Treasurer

□ SEA  □ Clerk  □ Fair  □ Prosecutor  □ Veg Mgmt

□ CivilService  □ Health  □ SOC  □ WSU Ext.

□ DCD  □ Juvenile  □ Sheriff  □ Other

AGENDA ITEM REQUEST

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

DEPARTMENT/OFFICE: Department of Public Works  DIVISION (if applicable): Fund 104/Roads

OFFICIAL NAME & TITLE: Mike Collins, Director/County Engineer  PHONE / EXT:

SIGNATURE: ____________________________  DATE: 1/19/2018

NARRATIVE OF REQUEST

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

Confirm promotion of Tim Bale to Senior Engineering Technician, Grade 13 Step 1, effective February 1, 2018, subject to adequate budget appropriations

Revised 8/2015  Exhibit AtoContract/Agreement/GrantReviewPolicy

Page 1
Approve hire of Miranda Bisbing, Administrative Asst. II, Grade 9 Step 1, in the Long Beach Office, effective February 5, 2018, subject to adequate budget appropriations and successful completion of background check.

AGENDA ITEM REQUEST

The Department of Community Development is requesting authorization to hire Miranda Bisbing an Administrative Assistant II to fill the vacant position appropriated in the 2018 budget. The position would be a Grade 9, Step 1.

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

Approve hire of Miranda Bisbing, Administrative Asst. II, Grade 9 Step 1, in the Long Beach Office, effective February 5, 2018, subject to adequate budget appropriations and successful completion of background check.
AGENDA REQUEST FORM

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

BOCC ACTION: □ APPROVED □ DENIED

Agenda Item #: 6

Initial: __________________ Date: __________________

□ SUBJECT TO ADEQUATE BUDGET APPROPRIATIONS

□ NO ACTION TAKEN/WITHDRAWN □ DEFERRED TO: __________________

□ CONTINUED TO DATE: __________________ TIME: __________________

□ OTHER: __________________

DISTRIBUTION LIST:

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□ CF □ Auditor □ EMA □ PACCOM □ Treasurer

□ SEA □ Clerk □ Fair □ Prosecutor □ Veg Mgmt

□ Civil Service □ Health □ SDC □ WSU Ext.

□ DCC □ Juvenile □ Sheriff □ Other

AGENDA ITEM REQUEST

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

DEPARTMENT/OFFICE: Health & Human Services

DIVISION (if applicable):

OFFICIAL NAME & TITLE: Keita Lindstrom, Deputy Director

PHONE / EXT: 2648

SIGNATURE: __________________ DATE: January 16, 2018

NARRATIVE OF REQUEST

Requesting approval to promote Tessa Clements to fill one of two new Criminal Justice Program Specialist positions effective February 1, 2018. Tessa has worked for the health dept. since 2011 as an behavioral health program assistant and currently coordinates the Therapeutic Court programs for the county. In December, the Therapeutic Courts position was re-graded and included under the new Criminal Justice Program Specialist job description. Given that this is a re-grade of current work we will not be backfilling her current behavioral health program assistant position. She will be going from a grade 10, step 8 ($19.91/hour), to a grade 13, step 1 ($21.09/hour). The position is fully grant funded and is part of the approved 2018 department budget. Please contact me at extension 2648 with any questions.

RECOMMENDED MOTION

Approve promotion of Tessa Clements to Criminal Justice Program Specialist, Grade 13 Step 1, effective February 1, 2018, subject to adequate budget appropriations.
**AGENDA REQUEST FORM**

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

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Agenda Item #: 7  
Initial:  
Date:  

Review: □ Clerk of the Board  
□ Risk Mgmt  
□ Legal Required

**DISTRIBUTION LIST:**

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**AGENDA ITEM REQUEST**

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

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<tr>
<th>DEPARTMENT/OFFICE:</th>
<th>Commissioners Office</th>
<th>DIVISION (if applicable):</th>
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<tr>
<td>OFFICIAL NAME &amp; TITLE:</td>
<td>Marie Guernsey, Clerk of the Board</td>
<td>PHONE / EXT:</td>
</tr>
<tr>
<td>SIGNATURE:</td>
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<td>DATE: 1/18/2018</td>
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**NARRATIVE OF REQUEST**

We have received an application from Vincent McLeod for the Veterans Advisory Board. There is currently one vacant member position and one "alternate" position. In accordance with Resolution 2015-006, both of these positions shall be from a nationally recognized Veterans Service Organization (VSO). Mr. McLeod is a member of the Marine Corps League (the only Federally Chartered Marine Corps related veterans organization in the country).

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

Approve the appointment of Vincent McLeod to Position #1 on the Veterans Advisory Board, effective immediately

Revised 8/2015  
Exhibit At Contract/Agreement/Grant Review Policy
AGENDA REQUEST FORM

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

AGENDA ITEM#: 8

Initial: ___________________________ Date: ___________________________

ROCC ACTION: ☐ APPROVED ☐ DENIED

☑ SUBJECT TO ADEQUATE BUDGET APPROPRIATIONS

☐ NO ACTION TAKEN/WITHDRAWN ☐ DEFERRED TO: ___________________________

☐ CONTINUED TO DATE: ____________ TIME: ___________________________

☐ OTHER: _______________________________________________________________________

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☐ CF ☐ Auditor ☐ EMA ☐ PACCOM ☐ Treasurer

☐ SEA ☐ Clerk ☐ Fair ☐ Prosecutor ☐ Veg Mgmt

☐ Civil Service ☐ Health ☐ SDC ☐ WSU Ext.

☐ DCD ☐ Juvenile ☐ Sheriff ☐ Other

AGENDA ITEM REQUEST

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

DEPARTMENT/OFFICE: Commissioners Office

DIVISION (If applicable):

OFFICIAL NAME & TITLE: Marie Guernsey, Clerk of the Board

PHONE / EXT:

SIGNATURE: ___________________________ DATE: 1/12/2018

NARRATIVE OF REQUEST


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

Approve the CR2a Agreement between Pacific County and Mark and Patricia Mayko and adopt Resolution 2018-______ authorizing the Chair to sign
BEFORE THE BOARD OF COUNTY COMMISSIONERS
PACIFIC COUNTY, WASHINGTON

RESOLUTION NO. 2018-__________

IN THE MATTER OF APPROVING THE CR2a AGREEMENT WITH
MARK AND PATRICIA MAYKO AND AUTHORIZING THE CHAIR TO SIGN

WHEREAS, Pacific County and Mark and Patricia Mayko are currently parties to a Land Use
Petition Act appeal; and

WHEREAS, Pacific County and Mark and Patricia Mayko have agreed to enter into a
negotiated compromise of the current litigation; and

WHEREAS, Mark and Patricia Mayko have reviewed and approve of the attached CR2a
Agreement.

NOW, THEREFORE, BE IT HEREBY RESOLVED the Board of Pacific County
Commissioners approve of the attached CR2a Agreement with Mark and Patricia Mayko; and

BE IT HEREBY FURTHER RESOLVED that Chair Lisa Olsen is authorized to sign the
CR2a Agreement on behalf of the county.

PASSED by the Board of Pacific County Commissioners meeting in regular session this
______ day of ____________ , 2018 at South Bend, Washington, by the
following vote then signed by its membership and attested to by its Clerk in authorization of such
passage:

_____ YEA; _____ NAY; _____ ABSTAIN; and _____ ABSENT.

BOARD OF COUNTY COMMISSIONERS
PACIFIC COUNTY, WASHINGTON

________________________________________
Lisa Olsen, Chair

________________________________________
Frank Wolfe, Commissioner

________________________________________
Lisa Ayers, Commissioner

ATTEST:

________________________________________
Marie Guernsey, Clerk of the Board
CR2a Agreement between Pacific County and Mark and Patricia Mayko.

The parties to this agreement are Pacific County (hereinafter “County”), a municipality of the State of Washington, and Mark and Patricia Mayko (hereinafter “Maykos”), owners of real property in Pacific County, specifically Pacific County Assessor’s parcel Nos #12111055617 and #76031001002.

The County and the Maykos are currently parties to a Land Use Petition Act (LUPA) appeal, Pacific County Superior Court Cause # 17-2-00352-25. The County seeks review of the Hearings Examiner’s Decision in the Mayko’s Viable Use Exception Application #P1700557. The parties each believe in the strength of their respective legal position.

The parties have litigated similar, if not the same issues, in Pacific County Application #PL140013LB (hereinafter “2014 Building Plan”, Pacific County Superior Court Cause #14-2-00350-3 and Court of Appeals #48308-4-II. The parties seek to enter into a negotiated compromise of the current litigation, as follows:

The Maykos agree to modify their request for a viable use exception under #PL1700557 by seeking a building permit identical to that sought in the 2014 application, #PL140013LB. In exchange for this consideration, the County will dismiss their LUPA appeal and issue a building permit identical to that sought by the Maykos in their variance request #PL140013LB, conditional upon the granting of a septic permit to the Maykos.

In reaching this compromise, the parties mutually acknowledge the following:

1. The 2014 Building Plan is slightly smaller than that of sought under the 2017 application. This agreement contemplates that, consistent with the 2014 Building Plan, that the Maykos may build a single-family residence with appurtenant structures, provided that the building footprint does not exceed 2,400 square feet. Any building project undertake by the Maykos shall conform to all applicable codes and statutes.

2. This Agreement does not bind the County to issue a septic permit. This being said, the County is unaware of any reason why the Maykos should not be issued a new septic permit, based on previous granting of permits to the Maykos. The Maykos have already applied for their septic permit, and should have the results of that application in mid-March of 2018.

3. The County is unaware of any other limitation that would prevent the Maykos from securing all necessary permits upon proper application and supporting documentation.

4. THIS FOREGOING AGREEMENT HAS BEEN CAREFULLY READ BY THE COUNTY AND THE MAYKOS AND THE CONTENTS OF THIS AGREEMENT ARE CLEAR. THIS DOCUMENT IS SIGNED AS THE FREE ACT OF THE UNDERSIGNED, KNOWING THAT THERE IS NO OTHER OR FURTHER CLAIM, AND THIS CONSTITUTES A COMPLETE AND TOTAL SETTLEMENT OF THE CONTROVERSIES AND CLAIMS BETWEEN THE PARTIES HERETO, UNDER THE COVERAGES DESCRIBED ABOVE.
IN WITNESS WHEREOF, this document is executed on the date first written above.

_________________________  ____________________
Patricia Mayko                Date                   

_________________________  ____________________
Mark Mayko                   Date                   

_________________________  ____________________
Lisa Olsen, Chair            Date                   
Board of Pacific County Commissioners
P O Box 187
South Bend, WA  98586