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 LOCAL BOARD OF HEALTH & BOARD OF COUNTY COMMISSIONERS MEETINGS

Public Comment (limited to three minutes per person)

No business for the Local Board of Health
BEFORE THE BOARD OF COMMISSIONERS
PACIFIC COUNTY, WASHINGTON
1216 W. Robert Bush Drive
South Bend, Washington

Tuesday, November 27, 2018
9:00AM
or as soon thereafter as possible

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 Meeting Room unless otherwise noted)
10:00AM  Consider approval of the certification of levies
Consider approval of fy2018 budget supplement requests

Call to Order

Public Comment (limited to three minutes per person)

CONSENT AGENDA (Items 1-3)

Department of Public Works
1)  Approve Amendment No. 1 to Agreement No. 6905671850001 for the 67th Place Doehman Creek Culvert replacement; authorize County Engineer to sign

Assessor’s Office
2)  Approve disposal of Samsung digital camera (Asset ID #3002)

General Business
3)  Approve Vendor Claims; Warrants Numbered 144431 thru 144500 in the amount of $382,479.92

ITEMS REGARDING DEPARTMENT OF PUBLIC WORKS
4)  Consider approval of Local Agency Federal Aid Project Prospectus and Supplement No. 1 pertaining to Local Agency Agreement No. LA-9400 with WA State Department of Transportation pertaining to the Camp One/Heckard Road Intersection Correction Project; authorize Chair to sign
5)  Consider approval of Communications Facility Use Agreement with Meadows Broadcasting, LLC for use of the Megler Radio Site
6)  Consider approval of request to issue Call for Bids for the Guardrail Upgrade Project

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 Provider, and Employer
ITEMS REGARDING DEPARTMENT OF COMMUNITY DEVELOPMENT
7) Consider approval of lease for two Canon copiers from Copiers NW

ITEMS REGARDING HEALTH & HUMAN SERVICES DEPARTMENT
8) Consider approval of an Add-On Sales Agreement with Patagonia Health; authorize Director to sign
9) Consider approval of Contract for Tobacco & Vapor Product Prevention with Thurston County; authorize Director to sign

ITEMS REGARDING COUNTY FAIR
10) Consider approval of the 2018-19 Winter Storage Agreements with Eric Carlson, Tom & Susan Gradt, Brad Harden and Curtis Stanley; authorize Chair to sign

ITEMS REGARDING SHERIFF’S OFFICE
11) Consider approval of request of Emergency Management Performance Grant #E19-144 with WA State Military Department; authorize Chair to sign
12) Consider approval of request for Family Medical Leave for a qualifying event

ITEMS REGARDING GENERAL BUSINESS
13) Consider approval of request to purchase two Dell Latitude laptops
14) Consider adoption of Resolution No. 2018-_______ updating the Veterans Assistance Program Policies and Procedures
15) Consider approval of Customer Authorization to Share Messaging Data; authorize Clerk of the Board to sign
16) Consider adoption of Resolution No. 2018-_______ establishing an imprest fund for General Administration
17) Consider approval of request to set public hearing to consider the sale of county-owned properties at public auction

EXECUTIVE SESSION
18) To discuss anticipated litigation, pending litigation or any matter suitable for Executive Session under RCW 42.30.110

PUBLIC HEARING – 10:00AM
19) Consider approval of the certification of levies
20) Consider approval of fy2018 budget supplement requests

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 Provider, and Employer
Approve Amendment No. 1 to Agreement No. 6905671850001 for the 67th Place Doehman Creek Culvert replacement and authorize County Engineer to sign.

**AGENDA ITEM REQUEST**

**DEPARTMENT/OFFICE:** DPW  
**DIVISION (If applicable):** Roads

**OFFICIAL NAME & TITLE:** Mike Collins, Director/County Engineer  
**PHONE / EXT:** 3368

**SIGNATURE:**  
**DATE:** 11-20-18

**NARRATIVE OF REQUEST:**
Amendment No. 1 to Agreement 6905671850001 - 67th Place Doehman Creek Culvert Replacement. Authorize County Engineer to sign.

**RECOMMENDED MOTION** (To Be Completed by the Clerk/Deputy Clerk of the Board)
Approve Amendment No. 1 to Agreement No. 6905671850001 for the 67th Place Doehman Creek Culvert replacement and authorize County Engineer to sign
### ASSISTANCE AGREEMENT

<table>
<thead>
<tr>
<th>1. Award No.</th>
<th>2. Modification No.</th>
<th>3. Effective Date</th>
<th>4. CFDA No.</th>
</tr>
</thead>
<tbody>
<tr>
<td>6905671850001</td>
<td>0001</td>
<td></td>
<td>20.224</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th></th>
<th></th>
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</tr>
</thead>
<tbody>
<tr>
<td>PACIFIC COUNTY</td>
<td>Federal Highway Administration</td>
<td>06/20/2018 through 12/31/2019</td>
</tr>
<tr>
<td>1216 W ROBERT BUSH DR</td>
<td>610 E. 5th St.</td>
<td></td>
</tr>
<tr>
<td>SOUTH BEND WA 98586-0097</td>
<td>Vancouver WA 98661-3801</td>
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<table>
<thead>
<tr>
<th></th>
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<tbody>
<tr>
<td>☑ Cooperative Agreement</td>
<td>23 U.S.C. Section 264 - FLAP</td>
<td>HFLWRA190008PR</td>
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<table>
<thead>
<tr>
<th></th>
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</thead>
<tbody>
<tr>
<td>PACIFIC COUNTY</td>
<td>Govt. Share: $70,000.00</td>
<td>This action: $10,000.00</td>
</tr>
<tr>
<td>Attn: MICHAEL W COLLINS</td>
<td>Cost Share: $0.00</td>
<td>Total: $70,000.00</td>
</tr>
<tr>
<td>PACIFIC COUNTY DEPARTMENT OF PUBLIC WORKS</td>
<td></td>
<td></td>
</tr>
<tr>
<td>211 NORTH COMMERCIAL STREET</td>
<td></td>
<td></td>
</tr>
<tr>
<td>RAYMOND WA 98586</td>
<td></td>
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<table>
<thead>
<tr>
<th></th>
<th></th>
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<tbody>
<tr>
<td>Michael Traffalis</td>
<td></td>
<td>Federal Highway Administration</td>
</tr>
<tr>
<td>Phone: 360-619-7787</td>
<td></td>
<td>Western Federal Lands Highway Div.</td>
</tr>
<tr>
<td></td>
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<td>Vancouver WA 98661-3801</td>
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<tr>
<th>17. Submit Payment Requests To</th>
<th>18. Paying Office</th>
<th>19. Submit Reports To</th>
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<tr>
<td>Federal Highway Administration</td>
<td>US DOT Federal Highway Admin</td>
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<td>Federal Lands Highway</td>
<td>MMAC/AMK-315/HQ 291</td>
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<tr>
<td>A/P Branch, AMK-150</td>
<td>6500 S Macarthur Blvd</td>
<td></td>
</tr>
<tr>
<td>6500 S MacArthur Blvd.</td>
<td>Oklahoma City OK 73169</td>
<td></td>
</tr>
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</table>

| 20. Accounting and Appropriation Data | |
|--------------------------------------| |
| See Schedule | |

21. Research Title and/or Description of Project

PUBLIC ACCESS ENHANCEMENT TO WILLAPA NATIONAL WILDLIFE REFUGE

<table>
<thead>
<tr>
<th>For the Recipient</th>
<th>For the United States of America</th>
</tr>
</thead>
<tbody>
<tr>
<td>22. Signature of Person Authorized to Sign</td>
<td>25. Signature of Grants/Agreements Officer</td>
</tr>
<tr>
<td>23. Name and Title</td>
<td>24. Date Signed</td>
</tr>
<tr>
<td></td>
<td>27. Date Signed</td>
</tr>
</tbody>
</table>


<table>
<thead>
<tr>
<th>ITEM NO. (A)</th>
<th>SUPPLIES/SERVICES (B)</th>
<th>QUANTITY (C)</th>
<th>UNIT (D)</th>
<th>UNIT PRICE (E)</th>
<th>AMOUNT (F)</th>
</tr>
</thead>
<tbody>
<tr>
<td>WA Pacific 2015(1) Public Access Enhancement to Willapa National Wildlife Refuge</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>This modification is hereby issued to add additional funds for additional work within scope of the original agreement.</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>1. Agreement total is hereby increased by $10,000.00, from $60,000.00 to $70,000.00.</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>2. Agreement Statement of work is changed to include new task associated with this agreement.</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>3. All other terms and conditions of the original agreement remain the same.</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>Add Item 00002 as follows:</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>00002 Agreement Amendment 0001 Increase in Funding to facilitate additional in-scope work.</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>10,000.00</td>
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<tr>
<td>Obligated Amount: $10,000.00</td>
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<td>Project Data:</td>
<td>-</td>
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<td>-</td>
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<tr>
<td>1517532015024.531.CN.K200.53.175300000.25304.1</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
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<tr>
<td>1/1 3/2018</td>
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<td>-</td>
<td>-</td>
<td>-</td>
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<tr>
<td>15XOG20050.000.117K200531.175300000.25304.61066</td>
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<tr>
<td>Funded: $10,000.00</td>
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<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
</tbody>
</table>
SECTION A - PROGRAM DESCRIPTION

3. STATEMENT OF WORK

The County shall provide turf establishment per the US Fish and Wildlife Service (FWS) broadcast rates to the project areas affected from the culvert installation. Additionally, the County shall conduct project specific surveys detailed in the attachment to this Amendment (Attachment 0001).

FHWA and Pacific County (Recipient) may amend or terminate this agreement to adjust to project development, environmental, or construction needs.

5. DELIVERABLES

<table>
<thead>
<tr>
<th>Task</th>
<th>Reference Paragraph</th>
<th>Delivery Due On or Before Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>C. POST - CONSTRUCTION</td>
<td></td>
<td></td>
</tr>
<tr>
<td>• Re-seeding efforts</td>
<td>Amend 0001 SOW</td>
<td>12/31/2019</td>
</tr>
<tr>
<td>• Project Specific Site Survey</td>
<td>Amend 0001 SOW</td>
<td>12/31/2019</td>
</tr>
</tbody>
</table>

Note:
- The Recipient will submit a progress report with each invoice indicating dates covered, work that has been completed within the invoice coverage dates, and anticipated dates of major project milestones (i.e., design completion, permits completion, ROW completion, culvert invoice, construction start, and construction completion).
- Submit electronic .pdf files and one hard copy of all deliverables to FHWA.
Approve disposal of Samsung digital camera (Asset ID #3002) in accordance with Personal Property Inventory Procedures
**PACIFIC COUNTY**
**INVENTORY DISPOSAL / TRANSFER FORM**

<table>
<thead>
<tr>
<th>FIXED ASSET ID NUMBER</th>
<th>3002</th>
</tr>
</thead>
<tbody>
<tr>
<td>DEPARTMENT/OFFICE</td>
<td>ASSESSOR'S OFFICE</td>
</tr>
<tr>
<td>EQUIPMENT DESCRIPTION</td>
<td>CAMERA, DIGITAL SAMSUNG - BROOKE</td>
</tr>
<tr>
<td>MODEL NUMBER</td>
<td>SL102</td>
</tr>
<tr>
<td>SERIAL NUMBER</td>
<td>A1QMC90800635M</td>
</tr>
</tbody>
</table>

**IS THIS EQUIPMENT STILL FUNCTIONING?**
- □ YES
- ☑ NO
- If yes, has this equipment been offered to other county departments/offices? □ YES □ NO

**DISPOSAL**

<table>
<thead>
<tr>
<th>DISPOSAL DATE</th>
<th>11/15/2018</th>
</tr>
</thead>
<tbody>
<tr>
<td>HOW DISPOSED</td>
<td>GARBAGE</td>
</tr>
<tr>
<td>REASON FOR DISPOSAL</td>
<td>BROKEN</td>
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</tbody>
</table>
- If sold, name of purchaser __________________________ Amount received __________________________

**TRANSFER**

| TRANSFERRED FROM (Department/Office) | ________________________________ |
|____________________________________|__________________________________|
| TRANSFERRED TO (Department/Office)   | ________________________________ |
| DATE OF TRANSFER                    | ________________________________ |

---

**THIS SECTION TO BE COMPLETED BY THE COMMISSIONERS’ OFFICE**

Your request to □ dispose / □ transfer Fixed Asset Inventory Number __________________________ was
- □ approved / □ denied by the Board of County Commissioners at their meeting of __________________________, in accordance with Pacific County Personal Property Inventory Procedures.

________________________
Clerk of the Board/Deputy Clerk of the Board
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, November 27, 2018, 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

144431 thru 144500 $ 382,479.92

Warrants Dated: November 16, 2018

BOARD OF COUNTY COMMISSIONERS
PACIFIC COUNTY, WASHINGTON

AUDITED: ____________________________
Auditor/Deputy Auditor

ATTEST: ____________________________
Clerk of the Board

Chairman

Commissioner

Commissioner

RECEIVED
PACIFIC COUNTY

NOV. 16 2018
GENERAL ADMINISTRATION
BOARD OF COMMISSIONERS
AGENDA REQUEST FORM

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

BOCC ACTION:  □ APPROVED  □ DENIED

Initial:  Date:  Agenda Item #: 4

□ SUBJECT TO ADEQUATE BUDGET APPROPRIATIONS

□ NO ACTION TAKEN/WITHDRAWN  □ DEFERRED TO:  TIME:  REVIEW

□ CONTINUED TO DATE:  TIME:  □ Clerk of the Board  □ Risk Mgmt

□ OTHER:  □ Legal Required

DISTRIBUTION LIST:

□ RF   □ Assessor   □ DPW   □ NDC

□ CF   □ Auditor   □ EMA   □ PACCOM

□ SEA   □ Clerk   □ Fair   □ Prosecutor

□ Civil Service   □ Health   □ SDC

□ DCD   □ Juvenile   □ Sheriff  □ Superior Court

□ Treasurer   □ Veg Mgmt  □ WSU Ext.

□ 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):

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

SIGNATURE:  Mike Collins  DATE:  11-13-18

NARRATIVE OF REQUEST

Attached for execution is Local Agency Agreement Supplement No. 1 and Project Prospectus for the Camp One Rd/Heckard Rd Intersection Correction construction funds submittal.

RECOMMENDED MOTION  {To Be Completed by the Clerk/Deputy Clerk of the Board}

Approve Local Agency Federal Aid Project Prospectus and Supplement No. 1 pertaining to Local Agency Agreement No. LA-9400 with WA State Department of Transportation pertaining to the Camp One/Heckard Road Intersection Correction Project and authorize Chair to sign
The Local Agency requests to supplement the agreement entered into and executed on 6/27/2018.

All provisions in the basic agreement remain in effect except as modified by this supplement.

The change to the agreement are as follows:

**Project Description**

**Name:** Camp One / Heckard Intersection Correction  
**Length:** 0

**Terminal:** Camp One Road MP 1.38 and Heckard Road MP 1.02  
**No Change**

**Description of Work:** The Pacific County Realignment Intersection Project is located at Camp One County Road/Heckard Road. Work will include removal of the roadway sections, drainage work, and construction of a "T" intersection.

**Reason for Supplement:** Request construction funds

**Project Agreement End Date:** 12/31/2020

**Advertisement Date:** 4/1/2019

---

### Estimate of Funding

<table>
<thead>
<tr>
<th>Type of Work</th>
<th>(1) Previous Agreement/Suppl.</th>
<th>(2) Supplement</th>
<th>(3) Estimated Total Project Funds</th>
<th>(4) Estimated Agency Funds</th>
<th>(5) Estimated Federal Funds</th>
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</thead>
<tbody>
<tr>
<td>PE 90%</td>
<td>a. Agency 10,000.00</td>
<td></td>
<td>10,000.00 1,000.00 9,000.00</td>
<td></td>
<td></td>
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<tr>
<td>Federal Aid</td>
<td>b. Other 0.00</td>
<td></td>
<td>0.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Participation</td>
<td>c. Other 0.00</td>
<td></td>
<td>0.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Ratio for PE</td>
<td>d. State 0.00</td>
<td></td>
<td>0.00</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

| Right of Way | i. Agency 0.00                |                | 0.00                              |
| Participation| j. Other 0.00                 |                | 0.00                              |
| Ratio for RW | k. State 0.00                 |                | 0.00                              |

| Construction | l. Contract 139,000.00        |                | 139,000.00 0.00 139,000.00       |
| Participation| m. Other 0.00                 |                | 0.00                              |
| Ratio for CN | n. Other 0.00                 |                | 0.00                              |

| Agency       | o. Agency 10,000.00           |                | 10,000.00 1,000.00 10,000.00      |
| State        | p. State 1,000.00              |                | 1,000.00 1,000.00 1,000.00       |

| Total CN Cost Estimate (k+l+m+n) | q. 150,000.00 | 150,000.00 0.00 150,000.00 |
| Total Project Cost Estimate (e+i+j) | r. 10,000.00 | 10,000.00 10,000.00 10,000.00 |

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.

**Agency Official**

By
Title

**Washington State Department of Transportation**

By
Director, Local Program
Date Executed
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 Admin. 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).

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.

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 200.308).

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.

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 a 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.

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).
**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>
</thead>
<tbody>
<tr>
<td>HSIP-0005(503)</td>
<td>( )</td>
<td>11/13/2018</td>
<td>084604016</td>
<td>91-6001356</td>
</tr>
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</table>

**Agency**

- County of: Pacific
- CA Agency: Yes
- Federal Program Title: 20.205
- Other: No

**Project Title**

- Camp One/Heckard Intersection Correction
- Start Latitude: N 46.66676N
- End Latitude: N 46.66676N
- Start Longitude: W 123.67711W
- End Longitude: W 123.67711W

**Project Termini From-To**

- Camp One MP 1.38
- Heckard MP 1.02
- Nearest City Name: Raymond
- Project Zip Code (+4): 98577

**Begin Mile Post** 0
**End Mile Post** 0
**Length of Project** 0

**Route ID**

- Begin Mile Point: 0
- End Mile Point: 0
- City Number: County Number 025
- County Name: Pacific

**WSDOT Region**

- Legislative District(s): 19
- Congressional District(s): 3

**Southwest Region**

- Urban Area Number: CWCOC

**Phase**

<table>
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<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>
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<td>P.E.</td>
<td>10,000</td>
<td>1,000</td>
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<td>Const.</td>
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**Description of Existing Facility (Existing Design and Present Condition)**

The intersection is unique in that 3 roadways intersect but not at correct angles to include; Heckard Road No. 69550 MP 1.02, Camp One Road No. 96190 MP 1.38, and Armstrong Road No. 66010 at MP 0.15.

**Description of Proposed Work**

The Pacific County Realignment Intersection Project is located at Camp One Road/Heckard Road. Work will include; removal of the roadway sections, drainage work and construction of a "T" intersection.

**Local Agency Contact Person**

- Michael Collins
- Title: Director/County Engineer
- Phone: 360-875-9368
- Mailing Address: 211 N Commercial Street, City: Raymond, State: WA, Zip Code: 98577

**Project Prospectus**

- By: ____________________________
- Approving Authority: ____________________________
- Title: Director/County Engineer
- Date: ____________________________
<table>
<thead>
<tr>
<th>Agency</th>
<th>Project Title</th>
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<tr>
<td>County of Pacific</td>
<td>Camp One/Heckard Intersection Correction</td>
<td>11/13/2018</td>
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**Type of Proposed Work**

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<th>Project Type (Check all that Apply)</th>
<th>Roadway Width</th>
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<tr>
<td>☐ New Construction</td>
<td>☐ Path / Trail</td>
<td>☐ 3-R</td>
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<tr>
<td>☐ Reconstruction</td>
<td>☐ Pedestrian / Facilities</td>
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<td>☐ Railroad</td>
<td>☐ Parking</td>
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<td>☐ Bridge</td>
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**Geometric Design Data**

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<tr>
<th>Description</th>
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<table>
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<th>☐ Roll</th>
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<td>Design Hourly Volume (DHV)</td>
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**Performance of Work**

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<tr>
<th>Preliminary Engineering Will Be Performed By</th>
<th>Others</th>
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<td></td>
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<table>
<thead>
<tr>
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<tbody>
<tr>
<td></td>
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**Environmental Classification**

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

**Environmental Considerations**
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 will be adjusted prior to 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
By ______________________________ Mayor/Chairperson

DOT Form 140-101
Revised 04/2015

Previous Editions Obsolete
Approve Communications Facility Use Agreement with Meadows Broadcasting, LLC for use of the Megler Radio Site for a five year period at a rate of $2,862 annually.

Attached for the Board's consideration is a renewed use agreement with Meadows Broadcasting, LLC for facility use at the Megler communication site. This agreement is for a five year period at a rate of $2,862 annually, which represents a 12% increase from the previous agreement.

Recommendation: Approve Communications Facility Use Agreement with Meadows Broadcasting, LLC for use of the Megler Radio Site for a five year period at a rate of $2,862 annually.
Name of Contractor: Meadows Broadcasting, LLC

Name of contract/agreement/grant/amendment (if amendment, provide copy of original document(s)):

Communication Facility Use Agreement - Megler

Contract/Agreement/Grant/Amendment #:

Indicate type: [x] Memorandum of Understanding/Agreement [ ] Employment/Special Services Agreement [ ] Federal Contract

[ ] 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 Identification Number, Uniform Business Identification Number, or Social Security Number on Page 3 of this form.

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

Public Works Project (RCW 39.04): [ ] 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 1 bid) [ ] $5,000-$25,000 (use small works roster)

[ ] > $25,000 (competitive bids) [ ] Architectural & Engineering (Personnel Services)

Services / Leases: [ ] Lease (Personal Property i.e. copier, printer) [ ] Other Services (Please Describe):

[ ] Telecomm & Data Processing [ ] Lease (Real Property)

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 and/or Fill Position (attach New Employee Form)

☐ Other (please describe):

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

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

TOTAL TAX:

TOTAL SHIPPING/HANDLING:

EXPENDITURE FUND #: XXX.XXXX.XXXX

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:

Revised 3/2013

Exhibit A to Resolution No. 2010-013
PACIFIC COUNTY
COMMUNICATIONS FACILITY USE AGREEMENT

WHEREAS, Pacific County owns, operates, and maintains certain communications facilities throughout the COUNTY for the usage by municipal, local, and county government; and,

WHEREAS, such facilities are capable of supporting certain other communications systems without degrading or encumbering the COUNTY’s systems, the COUNTY hereby enters into this Communications Facility Use Agreement with MEADOWS Broadcasting, LLC, (hereinafter called MEADOWS).

WITNESSETH: The parties hereto, for consideration hereinafter mentioned, covenant and agree as follows:

1. **TERM:** Unless Section Two (2) applies, the term of this Use Agreement shall run for a period of five (5) years from date of this Agreement and is renewable, upon agreement by both parties, at the end of this term.

2. **TERMINATION BY LESSEE:** The Use Agreement may be cancelled by either party if the other party fails to timely cure an Event of Default under Section 3. In addition, either party may unilaterally terminate this agreement on any date by giving the other party notice of intent to terminate this Use Agreement at least thirty (30) days prior to the date.

3. **EVENTS OF DEFAULT, NOTICE AND OPPORTUNITY TO CURE:** If either party fails to comply with a covenant made by such party in this Use Agreement, or fails to abide by a condition binding on such party contained in this Use Agreement, or if MEADOWS fails to make a payment hereunder when due, (each individually, an “Event of Default”), then the other party shall deliver notice of such Event of Default to the defaulting party, who shall be permitted to cure the same within fifteen (15) days of delivery of such notice. If such Event of Default cannot reasonable be cured within such fifteen-day period, then the defaulting party shall be deemed to have cured the same if it takes all reasonable steps to do so within such fifteen-day period and thereafter diligently proceeds to effect such cure; provided, that, such cure is actually and fully effected within ninety (90) days of delivery of the notice delivered pursuant hereto.

4. **PAYMENT:** MEADOWS shall pay the COUNTY annually the amount as determined by Exhibit A of this Use Agreement. Such annual amount shall be prepaid by January 20th for the term January 1st to December 31st. Partial calendar years shall be prorated on a full month basis.

5. **RATES:** At the end of the first year of this Use Agreement, the COUNTY shall review the rates and make adjustments as are appropriate. The adjusted rates shall consider the consumer price index, the DNR rates for comparable sites, and rates charged by the private sector, however, in no case shall the adjustment exceed five (5%) percent/year.
6. **INDEMNIFICATION/HOLD HARMLESS:**

   A. **Indemnification by MEADOWS.** To the fullest extent permitted by law, MEADOWS agrees to indemnify, defend and hold the COUNTY and its departments, elected and appointed officials, employees, agents and volunteers, harmless from and against any and all claims, damages, losses and expenses, including but not limited to court costs, attorney’s fees and alternative dispute resolution costs, for any personal injury, for any bodily injury, sickness, disease or death and for any damage to or destruction of any property (including the loss of use resulting therefrom) which 1) are caused in whole or in part by any action or omission, negligent or otherwise, of MEADOWS, its employees, agents or volunteers or MEADOWS’s subcontractors and their employees, agents or volunteers; or 2) are directly or indirectly arising out of, resulting from, or in connection with performance of this Contract; or 3) are based upon MEADOWS’s or its subcontractors’ use of, presence upon or proximity to the property of the COUNTY. This indemnification obligation of the MEADOWS shall not apply in the limited circumstance where the claim, damage, loss or expense is caused by the sole negligence of the COUNTY. This indemnification obligation of MEADOWS shall not be limited in any way by the Washington State Industrial Insurance Action RCW Title 51, or by application of any other workmen’s compensation act, disability benefit act or other employee benefit act, and MEADOWS hereby expressly waives any immunity afforded by such acts. The foregoing indemnification obligations of MEADOWS are a material inducement to COUNTY to enter into the Contract, are reflected in MEADOWS’s compensation, and have been mutually negotiated by the parties.

   B. **Participation County – No Waiver.** The COUNTY reserves the right, but not the obligation, to participate in the defense of any claim, damages, losses or expenses and such participation shall not constitute a waiver of MEADOWS’s indemnity obligations under the Contract.

   C. **Survival of MEADOWS’s Indemnity Obligations.** MEADOWS agrees all MEADOWS’s indemnity obligations shall survive the completion, expiration or termination of this Contract.

7. **INSURANCE:** Without limiting MEADOWS’s indemnification of COUNTY, and prior to commencement of this Contract, MEADOWS 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 COUNTY.

   A. **General Liability Insurance.** MEADOWS shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, 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.
B. **Professional Liability (Errors & Omissions) Insurance.** MEADOWS 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 MEADOWS agrees to maintain continuous coverage through a period no less than three years after completion of the services required by this Contract.

C. **Workers’ Compensation Insurance.** MEADOWS shall, at its own expense, maintain Workers’ Compensation Insurance (Statutory Limits) and Employer’s Liability Insurance (with limits of at least $1,000,000).

MEADOWS shall submit to COUNTY, along with the certificate of insurance, a Waiver of Subrogation endorsement in favor of COUNTY, its officers, agents, employees and volunteers.

D. **Waiver of Subrogation.** All insurance coverage maintained or procured pursuant to this Contract shall be endorsed to waive subrogation against COUNTY, its elected or appointed officers, agents, officials, employees and volunteers or shall specifically allow MEADOWS or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. MEADOWS hereby waives its own right of recovery against COUNTY, and shall require similar written express waivers and insurance clauses from each of its subcontractors.

E. **Automobile Liability Insurance.** MEADOWS shall maintain automobile insurance at least as broad as Insurance Services Office form CA 00 01 covering bodily injury and property damage for all activities of MEADOWS arising out of or in connection with Work to be performed under this Agreement, including coverage for any owned, hired, non-owned or rented vehicles, in an amount not less than $1,000,000 combined single limit for each accident.

MEADOWS must name the COUNTY as an additional insured. MEADOWS agrees that its liability insurance shall be primary and non-contributory to the COUNTY’s and that MEADOWS’s liability insurance policy shall so state.

8. **PREMISES:** The COUNTY shall provide MEADOWS tower and shelter space in addition to fenced security and access to the facility. MEADOWS shall install communications equipment as described in Exhibit A of this Use Agreement. Facilities covered by this Use Agreement, and reserved for MEADOWS’s exclusive use, are located on the following described land: Pacific County Property located at 46° 17’ 10” North Latitude, 123° 53’ 50” West Longitude (Megler Site).

9. **EQUIPMENT:** MEADOWS shall install and maintain equipment using good communication practices, and in accordance with all applicable codes. MEADOWS shall also adhere to the Pacific County Facility Use Standards described in Exhibit B and made a part of this Agreement.
10. **INTERFERENCE**: MEADOWS shall provide all necessary equipment to eliminate any interference to existing site users* from the installation of its communications system. Such equipment shall include, but not be limited to, filters, cavities, isolators, combiners, amplifiers, and splitters. Should subsequent site users find it necessary to install interference mitigating devices on MEADOWS’s equipment, MEADOWS shall cooperate; however, MEADOWS shall not be required to bear the financial cost. If equipment installed at the site interferes with equipment previously installed at the site by another user, then the equipment formerly installed shall have priority over the equipment subsequently installed. If technical conflicts between items of equipment cannot be resolved, then the equipment first installed shall remain operational and the other equipment causing the interference shall be modified or removed. The COUNTY shall retain final authority regarding what equipment can be installed and what interference mitigating methods must be employed. The COUNTY has approved placement of the equipment described in Exhibit A attached hereto.

*Defined as pre-existing site users whose installation of equipment at the Megler Site predates the installation of MEADOWS equipment at the Megler Site.

11. **SECURITY AND MAINTENANCE**: The COUNTY shall provide reasonable security for the premises throughout the term of the Use Agreement at no additional charge to MEADOWS. The COUNTY, at its expense, shall maintain the tower, building, security fences, and all related facilities in good order and condition and in accordance with all applicable laws and regulations throughout the term of the Use Agreement. MEADOWS shall be responsible for maintenance of its facilities and equipment. In the event that the COUNTY fails to maintain the tower with respect to any FCC/FAA regulations, MEADOWS shall notify the COUNTY of such default and request cure within ten (10) days.

12. **IMPROVEMENTS**: All construction, improvements and/or alterations of the facility at any time whatsoever shall be subject to COUNTY’s prior approval, which shall not be unreasonably withheld.

13. **CASUALTIES**: If a tower or building is damaged or destroyed that contains equipment of MEADOWS and the COUNTY fails to commence rebuilding within thirty (30) days of the occurrence of the damage or thereafter fails to prosecute completion of such repairs in a diligent manner, then MEADOWS shall be entitled to terminate the Use Agreement according to Paragraph 2. In the event of damage by fire or other casualty loss to the tower or building that renders the property unusable by MEADOWS, there shall be an equitable reduction of rent until the damage has been repaired.

14. **TAXES**: MEADOWS agrees to pay the COUNTY all applicable leasehold taxes pursuant to the provisions of Chapter 82.29A RCW, and any State and Local regulations issued thereto.

15. **OWNERSHIP OF EQUIPMENT**: All transmitting and receiving equipment, shelters, and support facilities listed under Exhibit A, installed at the site by MEADOWS shall be and remain the property of MEADOWS and may be removed or replaced by MEADOWS at any time from time to time, provided that MEADOWS repairs any damage caused in conjunction with such removal and replacement.
16. **ASSIGNMENTS AND SUBLETTING:** It is agreed that this Use Agreement may be assigned by either party with the prior approval of the other party, which consent shall not be unreasonably withheld. Notwithstanding the foregoing, MEADOWS may assign this Use Agreement upon prior written notice to, but without the consent of COUNTY to (i) any affiliate of MEADOWS, or (ii) any entity which buys all or substantially all of the assets of MEADOWS used in connection with the operation of MEADOWS. The assignee or transeree shall have the right to assume this Use Agreement with all its terms and conditions for the remaining lease term.

17. **ATTORNEY’S FEES/COST OF SUIT AND VENUE:** If either party files suit to enforce this Contract, parties agree that the prevailing party in any such action shall be entitled to collection costs, reasonable attorney’s fees, and costs of suit. The parties agree that any suit pertaining to this Contract shall be filed in the Pacific County Superior Court.

   **A. Disputes.** Differences between MEADOWS and the COUNTY, arising under and by virtue of this Contract, shall be brought to the attention of the COUNTY at the earliest possible time in order that such matters may be settled or other appropriate action promptly taken. Any dispute relating to the quality or acceptability of performance and/or compensation due MEADOWS shall be decided by the COUNTY’S Contract representative or designee. All rulings, orders, instructions and decisions of the COUNTY’S contract representative shall be final and conclusive, subject to their right to seek judicial relief pursuant to **Choice of Law, Jurisdiction and Venue.**

   **B. Choice of Law, Jurisdiction and Venue.** This Contract has been and shall be construed as having been made and delivered within the State of Washington and it is agreed by each party hereto that this Contract shall be governed by the laws of the State of Washington, both as to its interpretation and performance.

   Any action at law, suit in equity, or judicial proceeding arising out of this Contract shall be instituted and maintained only in any of the courts of competent jurisdiction in Pacific County, Washington.

   **C. Severability.** If a court of competent jurisdiction holds any part, term or provision of this Contract to be illegal, or invalid in whole or in part, the validity of the remaining provisions shall not be affected, and the parties’ rights and obligations shall be construed and enforced as if the Contract did not contain the particular provision held to be invalid.

   If any provision of this Contract is in direct conflict with any statutory provision of the State of Washington, that provision which may conflict shall be deemed inoperative and null and void insofar as it may conflict, and shall be deemed modified to conform to such statutory provision.

   Should the COUNTY determine that the severed portions substantially alter this Contract so that the original intent and purpose of the Contract no longer exists, the COUNTY may, in its sole discretion, terminate this Contract.

18. **AUTHORITY:** Each party warrants to the other that it has authority to enter into and perform this Use Agreement and it has taken all action required to authorize execution of this Use Agreement.
19. **ALL WRITINGS CONTAINED HEREIN**: This agreement contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this agreement shall be deemed to exist or to bind the parties hereto.

20. **WAIVER OF SUBROGATION**: COUNTY and MEADOWS hereby waive any and all rights of recovery against the other party, and its employees and officers for loss or damage to the party or its property where such loss is or could be insured against under any fire and extended coverage policy available in the State of Washington. Each party shall cause all insurance policies obtained by it to contain a waiver of subrogation consistent with the foregoing.

21. **NOTICES**: All notices, requests, demands and other communications given under this Use Agreement shall be in writing and shall be deemed given if personally delivered or mailed, certified mail, return receipt requested, addressed as follows:

   If to COUNTY:
   Pacific County Board of County Commissioners
   Attn: Communications Engineer
   P O Box 187
   South Bend, WA 98586

   If to MEADOWS:
   Meadows Broadcasting, LLC
   927 Marine Drive
   Astoria, OR
   Attn: Rob Meadows
   Tax ID No. 45-2194150

22. **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 MEADOWS are needed for the COUNTY to respond to a request under the Act, as determined by the COUNTY, MEADOWS agrees to make them promptly available to the COUNTY. If MEADOWS 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, MEADOWS 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 MEADOWS 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 MEADOWS (a) of the request and (b) of the date that such information will be released to the requestor unless MEADOWS obtains a court order to enjoin that disclosure pursuant to RCW 42.56.540. If MEADOWS 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 MEADOWS to claim any exemption from disclosure under the Act. The COUNTY shall not be liable to MEADOWS for releasing records not clearly identified by MEADOWS as confidential or proprietary. The COUNTY shall not be liable to MEADOWS for any records that the COUNTY releases in compliance with this section or in compliance with an order of a court of competent jurisdiction.

MEADOWS agrees to indemnify and, to the greatest extent legally possible, to hold harmless the COUNTY in any action by a third party due to the negligence, recklessness or intentional actions by MEADOWS relating to its performance of this contract. This includes any lawsuit filed by a third party for the COUNTY’s allegedly improper release of confidential or actions by MEADOWS relating to its performance of this contract. This includes any lawsuit filed by a third party for the COUNTY’s allegedly improper release of confidential or proprietary information pursuant to a public records request.

IN WITNESS THEREOF, THE PARTIES HAVE HEREUNTO SET THEIR HANDS THIS
______ day of ______________, 20__.

MEADOWS BROADCASTING, LLC.

__________________________________________
Name Title

__________________________________________
Signature Date

BOARD OF COUNTY COMMISSIONERS
PACIFIC COUNTY, WASHINGTON
PO BOX 187
SOUTH BEND, WA 98586

Lisa Olsen, Chair

Frank Wolfe, Commissioner

Lisa Ayers, Commissioner

APPROVED AS TO FORM:

__________________________________________
Prosecutor’s Office WSBA #

ATTEST:

__________________________________________
Marie Guernsey Clerk of the Board
Date
EXHIBIT A
PACIFIC COUNTY, WASHINGTON
(MEGLER SITE)

<table>
<thead>
<tr>
<th>Item No.</th>
<th>Quant.</th>
<th>Equipment List</th>
<th>Annual Rate</th>
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<tbody>
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<td>1</td>
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<td>FM Transmitter 94.3 MHz</td>
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</tr>
<tr>
<td>2</td>
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<td>FM Receiver</td>
<td>included above</td>
</tr>
<tr>
<td>3</td>
<td>1</td>
<td>Receive Antenna</td>
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<tr>
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<td>Transmit Antenna, B Zone</td>
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</tr>
<tr>
<td>5</td>
<td>1</td>
<td>½ rack space including power</td>
<td>$453.60</td>
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TOTAL ANNUAL RATE $2,862.72

EXHIBIT A AGREED TO:

LESSOR INITIALS ___________________________ DATE ___________________________

LESSEE INITIALS ___________________________ DATE ___________________________
EXHIBIT B
PACIFIC COUNTY FACILITY USE STANDARDS

The following minimum standards have been adopted for Pacific County’s Communications sites. The purpose is to assure the mechanical and electrical integrity of the facility and the safety of personnel working at the facility.

GENERAL

1. Pacific County Communications Facilities are access restricted to County personnel, and authorized personnel of agencies under agreement with Pacific County for the use of the facilities. All other personnel are denied access to the facilities.

2. Where applicable, personnel entering a facility building shall use the security access device before entering.

3. All personnel while working at the facilities shall observe and follow Radio Frequency Exposure safety rules.

4. Personnel engaged in tower work shall be experienced and trained in tower climbing and shall be equipped with the proper personal safety and fall restraint equipment.

TOWERS

1. All hardware, brackets, antenna mounts and other fixtures shall be constructed of hot dipped galvanized steel, stainless steel or aluminum of a grade suitable for the coastal atmosphere.

2. Tower structural members shall not be drilled or punched.

3. Appropriate clamping devices manufactured for the specific purposes shall be used for attachment to tower structural members.

4. Cable clamps designed to be fastened to tower structural members or cable ladders when available shall support transmission lines, cables and waveguides. Tie wrapping to the tower legs is not allowed.

5. Each user shall be responsible for supporting their transmission lines, cables or waveguides. Tie wrapping to another user is not allowed.

6. Transmission lines, cables and waveguides shall enter the building through the building entrance panels. Each user shall be responsible for using the appropriate sealing hardware.

7. Transmission lines one-half inch or larger shall be the solid sheathed, jacketed type.
EQUIPMENT BUILDING

1. Transmission lines, cables and waveguides shall follow building and equipment rack lines and be supported by cable trays when available.

2. With the exception of waveguide, solid sheathed transmission lines shall transition to superflex type transmission line upon entering the building at the protective grounding point.

3. All transmission lines and waveguides shall be grounded upon entering the building, preferably at the outside entrance and shall be tagged and identified.

4. Lighting arrestors are recommended at the building entrance.

5. Equipment wiring shall be installed in a neat workmanlike manner. Cables shall be of the necessary length and shall not have excess stored in racks or cable trays. Equipment and racks shall be grounded to the building ground system.

6. Excess equipment not in use shall not be stored at the site. Spares should be packaged and identified for ownership.

7. Each user shall be responsible for cleanliness around their equipment and work areas. The buildings have multiple vacuum system outlets for convenient cleaning. Packing materials and debris shall be removed from the premises.

8. Emergency power system and HVAC system controls shall not be tampered with, changed or turned off. Site alarms are generated and County personnel may be dispatched unnecessarily.

EXHIBIT B AGREED TO:

LESSOR INITIALS____________________________ DATE _______________________

LESSEE INITIALS____________________________ DATE _______________________
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

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

SIGNATURE: 

DATE: 11-20-18

NARRATIVE OF REQUEST

Request approval to issue Call for Bids for the Pacific County Guardrail Upgrade Project. DPW is requesting authorization to coordinate with the Clerk of the Board for setting the bid opening date when construction funds are authorized.

RECOMMENDED MOTION [To Be Completed by the Clerk/Deputy Clerk of the Board]

Approve issuance of Call for Bids for the Guardrail Upgrade Project and authorize Clerk of the Board to set bid opening date after funds are approved.
PUBLIC NOTICE
CALL FOR BIDS

Sealed bids will be opened by the Clerk of the Board of Pacific County Commissioners in the Commissioners' Office at the Pacific County Annex Building, 1216 West Robert Bush Drive, Suite F, South Bend, Washington, at the hour of 2:00 p.m. on 2018 and will then and there be opened and publicly read for the:

PACIFIC COUNTY GUARDRAIL UPGRADE PROJECT 2018

Bids will be received by personal or special delivery to the Clerk of the Board in the Commissioners' Office at the Pacific County Annex Building in South Bend until the time and date of the bid opening. Any bids received after that time shall be null and void and shall be returned to the bidder.

Bid proposals shall be submitted in a sealed envelope, clearly marked “Pacific County Guardrail Upgrade Project 2018”, together with the name and address of the bidder and bid opening date and time on the outside of the envelope.

All bid proposals shall be accompanied by a bid proposal deposit by certified check, cashier’s check or surety bond in an amount equal to five percent (5%) of the amount of such bid proposal. Should the successful bidder fail to enter into such contract and furnish satisfactory performance bond within the time stated in the specifications, the bid proposal deposit shall be forfeited to the County of Pacific.

Contract Documents and bid forms may be purchased from the Department of Public Works, 211 N. Commercial St., Raymond, WA, 98577, Phone: (360) 875-9368 or (360) 642-9368, upon payment of a non-refundable fee of $25.00 per set. Payment shall be by check or money order made payable to the Pacific County Treasurer.

Informational copies of Contract Documents are on file for inspection between the hours of 7:30 a.m. and 4:00 p.m., at the Department of Public Works, 211 N. Commercial St., Raymond, WA, 98577, at the Builders Exchange of Washington, Inc., 2607 Wetmore Avenue, Everett, WA 98201-2926, and at the Contractor Plan Center, Inc. 5468 SE International Way, Milwaukie, OR 97222.

The following is applicable to Federal Aid Projects. The County of Pacific Road Department in accordance with Title VI of the Civil Rights Act of 1964, 78 STAT. 252, 42 U.S.C. 2000d to 2000d-4 and Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, non-discrimination in Federally assisted programs of the Department of Transportation issued pursuant to such Act, hereby notifies all bidders that it will affirmatively insure that in any contract entered into pursuant of this advertisement, disadvantaged business enterprises as defined at 49 CFR Part 26 will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, national origin, or sex in consideration for an award.

Pacific County reserves the right to reject any or all bids, waive any or all irregularities, and to accept the bid deemed most advantageous to Pacific County.

Clerk of the Board
BEFORE THE BOARD OF COUNTY COMMISSIONERS
PACIFIC COUNTY, WASHINGTON

IT IS HEREBY ORDERED that it is the intention of Pacific County to call for bids for the:

Pacific County Guardrail Upgrade Project 2018

Sealed bids will be opened by the Clerk of the Board of Pacific County Commissioners and read aloud at the hour of ___ or as soon thereafter as possible, on __________, 20___ in the Commissioners’ Office at the Pacific County Annex Building, 1216 Robert Bush Drive, Suite F, South Bend, Washington.

Bids will be received by personal or special delivery to the Clerk of the Board in the Commissioners’ Office at the Annex Building in South Bend until the time and date of the bid opening. Any bids received after that time shall be null and void and shall be returned to the bidder.

All bid proposals shall be accompanied by a proposal guarantee in the amount of five (5%) of the total amount of such bid proposal.

The Clerk of the Board is directed to advertise for bids and the Director of Public Works/County Engineer is directed to prepare Contract Documents for the PACIFIC COUNTY GUARDRAIL UPGRADE PROJECT 2018.

The Board of County Commissioners reserves the right to reject any or all bids, waive any or all irregularities, and to accept the bid deemed most advantageous to Pacific County.

APPROVED AS TO FORM:

Prosecutor’s Office          WSBA #

Lisa Olsen, Chair

ATTEST:

Lisa Ayers, Commissioner

Clerk of the Board

Frank Wolfe, Commissioner

BOARD OF COUNTY COMMISSIONERS
PACIFIC COUNTY, WASHINGTON
NOTICE TO CONTRACTORS
PACIFIC COUNTY DEPARTMENT OF PUBLIC WORKS
211 N. COMMERCIAL ST., RAYMOND, WASHINGTON 98577

Sealed bids will be received by the Board of County Commissioners in the Commissioners' Office at the
Pacific County Annex Building, 1216 Robert Bush Drive, Suite F, South Bend, Washington, until the hour of
_________ on ________________________, 20___ and will then and there be opened and publicly read for the:

PACIFIC COUNTY GUARDRAIL UPGRADE PROJECT 2018

All bid proposals shall be accompanied by a bid proposal deposit by certified check, cashier's check or surety
bond in an amount equal to five percent (5%) of the amount of such bid proposal. Should the successful bidder fail to
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proposal deposit shall be forfeited to the County of Pacific.

Contract Documents and bid forms may be purchased from the Department of Public Works, 211 N.
Commercial St., Raymond, WA, 98577, Phone: (360) 875-9368 or (360) 642-9368, upon payment of a non-refundable
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of Washington, Inc., 2607 Wetmore Avenue, Everett, WA 98201-2926, and at the Contractor Plan Center, Inc. 5468 SE
International Way, Milwaukie, OR 97222.

The following is applicable to Federal Aid Projects. The County of Pacific Road Department in accordance
Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, non-discrimination in Federally
assisted programs of the Department of Transportation issued pursuant to such Act, hereby notifies all bidders that it will
affirmatively insure that in any contract entered into pursuant of this advertisement, disadvantaged business enterprises
as defined at 49 CFR Part 26 will be afforded full opportunity to submit bids in response to this invitation and will not
be discriminated against on the grounds of race, color, national origin, or sex in consideration for an award.

Pacific County reserves the right to reject any or all bids, waive any or all irregularities, and to accept the bid
deemed most advantageous to Pacific County.

APPROVED AS TO FORM:

Prosecutor's Office                      WSBA #

ATTEST:

Clerk of the Board

BOARD OF COUNTY COMMISSIONERS
PACIFIC COUNTY, WASHINGTON

Lisa Olsen, Chair

Lisa Ayers, Commissioner

Frank Wolfe, Commissioner
**AGENDA REQUEST FORM**

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

<table>
<thead>
<tr>
<th>BOCC ACTION:</th>
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</tr>
</thead>
<tbody>
<tr>
<td>□ APPROVED</td>
<td></td>
<td></td>
</tr>
<tr>
<td>□ DENIED</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

- □ SUBJECT TO ADEQUATE BUDGET APPROPRIATIONS
- □ NO ACTION TAKEN/WITHDRAWN
- □ CONTINUED TO DATE: ____________________________
- □ OTHER:

Agenda Item#: 7

Initial: ____________

Date: ____________

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

**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 Department

**DIVISION (if applicable):** Bldg, EH, Pln

**OFFICIAL NAME & TITLE:** Shawn Humphreys - Deputy Director

**PHONE / EXT:** 2662

**SIGNATURE:**

**DATE:** 11/15/2018

**NARRATIVE OF REQUEST**

The Department requests approval to enter into an operating lease with CopiersNW for two Canon copiers, one for the Long Beach office and one for the South Bend office. The lease on the current machines expires in December 2018.

The lease will be under NASPO Contract number 05214 and includes a maintenance agreement for services, parts and toners. Copies are not included.

The monthly cost for each copier will be $163.02 + tax. Copies are not included.

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

Approve lease for two Canon copiers from Copiers NW under the NASPO Contract Number 05214 in the amount of $163.02 per copier/per month plus tax, not including tax, subject to adequate budget appropriations.
Approve Add-On Sales Agreement for electronic health record system reporting with Patagonia Health in the amount of $100/month, subject to adequate budget appropriations and authorize Director to sign.
Name of Contractor: Patagonia Health

Name of Contract/Agreement/Grant/Amendment #: (If amendment, provide copy of those pages that are being amended):
Add-On Sales Agreement

☐ W-9 Attached for all vendors/contractors (County issuing payment to) ☐ Certificate of Insurance Attached (if required)
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 provide Tax ID #, Uniform Business Identification (UBI) #, 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):

☐ 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 bid)

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 ("Piggyback")

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 ☐ Post, Advertise, & Fill Position
☐ Other (please describe): ________________________________

BACKGROUND/SUMMARY (include date of prior workshop and/or action, if applicable):
This is a request to add on to the Patagonia Sales Agreement which was already approved.

TOTAL COST/AMOUNT (include sales & use tax): ________________________________

TOTAL TAX: ________________________________

TOTAL SHIPPING/HANDLING: ________________________________

EXPENDITURE FUND #:118 XXX.XXX.XX

EXPENDITURE BUDGETED? ☐ Yes ☐ No SUPPLEMENTAL REQUIRED? ☐ Yes ☐ No

IN-KIND MATCH REQUIRED? ☐ Yes ☐ No DESCRIBE MATCH:

MATCHING FUNDS REQUIRED? ☐ Yes ☐ No AMOUNT OF MATCHING FUNDS:

Revised 8/2015
Exhibit A to Resolution No. 2010-013
Add-On Sales Agreement

Pacific County Public Health and Human Services
Effective Date: 2019-01-01
Term: Co-term with current Sales Agreement

Services:

<table>
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<tr>
<th>Description</th>
<th>Initial Price</th>
<th>Monthly Price</th>
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<tbody>
<tr>
<td>Ahlers Upload File Add-on</td>
<td>$3,000.00</td>
<td>$100.00</td>
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<tr>
<td>One time Discount</td>
<td>$3,000.00</td>
<td></td>
</tr>
<tr>
<td>Total</td>
<td>$0</td>
<td>$100.00</td>
</tr>
</tbody>
</table>

Payment Terms:
All other areas of the current Sales Agreement remain unchanged, including Payment Schedule, Terms, and Conditions.
- Initial Fees will be billed upon execution of this Add-On Sales Agreement.
- Monthly Fees will be added to your Subscription invoices beginning on the Effective Date.

CUSTOMER

Signature: _____________________________
Name: ________________________________
Title: ________________________________

Patagonia Health, Inc.

Signature: _____________________________
Name: Ashok Mathur
Title: CEO
Approve Contract for Tobacco & Vapor Product Prevention with Thurston County related to youth tobacco prevention and authorize Director to sign.
Name of Contractor: Thurston County

Name of Contract/Agreement/Grant/Amendment #: (If amendment, provide copy of those pages that are being amended):
Contract for Tobacco & Vapor Product Prevention between Pacific County Public Health & Human Services and Thurston C

☐ W-9 Attached for all vendors/contractors (County issuing payment to)  ☐ Certificate of Insurance Attached (if required)

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 provide Tax ID #, Uniform Business Identification (UBI) #, 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):


☐ Small PW Process (<$300,000)  ☐ PW Project (> $300,000)

Equipment, Materials, & Supplies (RCW 36.32): ☐ < $5,000 (attach 3 bids)  ☐ $5,000-$25,000 (Low small works roster)

☐ > $25,000 (competitive bid)

Services / Leases:

☐ Architectural & Engineering

☐ Lease (Personal Property i.e. copier, printer)

☐ Telecomm & Data Processing

☐ Personal Services

☐ Lease (Real)

☐ 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  ☐ Post, Advertise, & Fill Position

☐ Other (please describe):

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

This is a contract and program we have been doing with Thurston County for the past 2 years. It is a regional effort at decreasing use of tobacco and vaping products in youth. This is paid for with State Tobacco dollars.

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

TOTAL TAX:

TOTAL SHIPPING/HANDLING:

EXPENDITURE FUND #: 118 XXX.XXX.XX

EXPENDITURE BUDGETED? ☑ Yes ☐ No

SUPPLEMENTAL REQUIRED? ☐ Yes ☑ No

IN-KIND MATCH REQUIRED? ☐ Yes ☑ No

MATCHING FUNDS REQUIRED? ☐ Yes ☑ No

DESCRIBE MATCH:

AMOUNT OF MATCHING FUNDS:

Revised 8/2015
Exhibit A to Resolution No. 2010-013
CONTRACT FOR
TOBACCO & VAPOR PRODUCT PREVENTION
BETWEEN PACIFIC COUNTY PUBLIC HEALTH & HUMAN SERVICES
DEPARTMENT
AND
THURSTON COUNTY, WASHINGTON

This Contract is entered into in duplicate originals between PACIFIC COUNTY
PUBLIC HEALTH & HUMAN SERVICES DEPARTMENT hereinafter “CONTRACTOR,”
with its principal offices at 1216 West Robert Bush Drive, South Bend, WA 98586 and
THURSTON COUNTY, a municipal corporation with its principal offices at 2000
Lakeridge Drive S.W., Olympia, Washington 98502, hereinafter “COUNTY.”

In consideration of the mutual benefits and covenants contained herein, and in
order to implement evidence-based policy, environmental and systems changes that
prevent tobacco and vapor product use and thereby prevent and control chronic
diseases, the parties agree as follows:

1. DURATION OF CONTRACT

The term of this Contract shall begin on September 1, 2018 and shall terminate
on June 30, 2019 unless extended or terminated sooner as provided herein.

2. SERVICES PROVIDED BY THE COUNTY

The COUNTY will collaborate and provide assistance in identifying and planning
tobacco/vapor product prevention policy, systems and environment (PSE) changes, and
up to $10,000.00 for tasks on this project as set forth in Exhibit A, attached hereto and
incorporated herein by reference.

3. SERVICES PROVIDED BY CONTRACTOR

a. In order to assist the COUNTY in fulfilling its duties under its Tobacco & Vapor
Product Prevention & Control Program Contract, PACIFIC COUNTY PUBLIC HEALTH
& HUMAN SERVICES DEPARTMENT shall provide the services set out in Exhibit A.

b. Funding for this Contract is provided through the Tobacco & Vapor Product
Prevention & Control Program or Marijuana Tobacco Education portions of the Thurston
County’s 2018 - 2020 Consolidated Contract with State of Washington Department of
Health. Any Federal funds disbursed through this Contract are provided by the
Preventive Health & Health Services Block Grant funded solely with the Prevention &
Public Health fund in accordance with OMB Catalog of Federal Domestic Assistance
Number (CFDA) 93.758. The Tobacco & Vapor Product Prevention & Control Program
and any amendments thereto or its successor is hereby incorporated in its entirety by
reference into and made a part of this Contract as if fully set forth. Unless otherwise
stated in this Contract, the CONTRACTOR shall assume toward the COUNTY all
obligations and responsibilities of whatsoever nature which the COUNTY has assumed
toward Washington State Department of Health in relation to the Tobacco & Vapor
Product Prevention & Control Program portion of this Preventive Health and Health Services Block Grant-funded program.

c. DEBARMENT CERTIFICATION/EXCLUDED PROVIDERS.

1) CONTRACTOR, by signature to this agreement, certifies that it's not presently debarred, suspended proposed for debarment, declared ineligible, or voluntarily excluded from participating in this agreement by any federal department or agency.

2) CONTRACTOR shall not employ any person excluded from participating in federal health care programs under either 42 U.S.C. 1320AJ-7(1128 OR 1128a Social Security Act) or have an employee, agency or consultant who is significant or material to the provision of services under this Agreement who has been or is affiliated with someone who has been debarred, suspended or otherwise excluded by any federal agency.

3) CONTRACTOR must comply with 42-UCS §1396u-2 and must not knowingly have a director, officer, partner or person with a beneficial ownership of more than 5% of its equity, or an employee, contractor or consultant who is significant or material to the provision of services under this Agreement, who has been, or is affiliated with someone who has been, debarred, suspended or otherwise excluded by any federal agency.

4. COMPENSATION

The COUNTY shall pay CONTRACTOR up to a maximum total amount of ten thousand dollars ($10,000) within thirty (30) days from receipt of CONTRACTOR'S invoice(s). CONTRACTOR will submit invoices as follows:

Invoices totaling up to $10,000 for work completed between September 1, 2018 and June 30, 2019.

Payments shall be made to:

PACIFIC COUNTY PUBLIC HEALTH & HUMAN SERVICES DEPARTMENT
P. O. Box 26
South Bend, WA 98586
Attn.: Mary Goelz, Director

5. RELATIONSHIP OF THE PARTIES

The parties intend that an independent contractor relationship will be created by this Contract. No agent, employee, servant or representative of the COUNTY shall be deemed to be an agent, employee, servant or representative of CONTRACTOR for any purpose, and the employees of the COUNTY are not entitled to any of the benefits that CONTRACTOR provides for its employees.

6. HOLD HARMLESS AND INDEMNIFICATION

To the extent permitted by law, CONTRACTOR agrees to defend, indemnify and holds THURSTON COUNTY, its officers, officials, employees, and agents, harmless from and against any and all liabilities, claims, actions, suits, losses, expenses, damages, and judgments of any nature whatsoever, including costs and attorneys' fees in defense thereof, caused by or resulting from services provided by THURSTON COUNTY for CONTRACTOR pursuant to the terms of this Contract. The provisions of
this indemnification and hold harmless section will survive the completion, expiration or
termination of this Contract.

7. CONTRACT REPRESENTATIVES

Each party to this contract shall have a contract representative. Each party may
change its representative upon providing written notice to the other party. The parties’
representatives are as follows:

a. For COUNTY:
   Chris Hawkins
   Community Engagement, Evidence & Partnerships Manager
   412 Lilly Road NE
   Olympia, WA. 98506
   (306) 867-2513
   hawkinc@co.thurston.wa.us

b. For PACIFIC COUNTY PUBLIC HEALTH & HUMAN SERVICES
   DEPARTMENT
   Jaclyn Smith
   1216 West Robert Bush Drive
   South Bend, WA 98586
   360-875-9343
   jsmith@co.pacific.wa.us

8. TERMINATION

Either party may terminate this Contract in whole or in part upon giving the other
party ten (10) calendar days written notice of such termination directed to the Contract
representative. In the event of termination, the COUNTY shall pay CONTRACTOR for
all work performed up to the effective date of termination.

9. VENUE

Any action at law, suit in equity, or judicial proceeding arising out of this Contract
shall be instituted and maintained only in any of the courts of competent jurisdiction in
Thurston County, Washington.

10. AMENDMENT
This Agreement, or any term or condition thereof, may be modified only by a
written amendment signed by both parties. Only personnel authorized to bind each of
the parties shall sign an amendment.

11. ENTIRE AGREEMENT

The parties agree that this Contract is the complete expression of its terms and
conditions. Any oral or written representations or understandings not incorporated in
this Contract are specifically excluded. The parties agree that the forgiveness of the
nonperformance of any provision of this Contract does not constitute a waiver of the
provisions of the Contract.
a. COUNTY:
For the
BOARD OF COUNTY COMMISSIONERS
Thurston County

By: __________________________
Schelli Slaughter, Director
Public Health & Social Services

Date: ________________________

PACIFIC COUNTY PUBLIC HEALTH &
HUMAN SERVICES DEPT.

By: __________________________
Mary Goelz, Director
Pacific County Public Health &
Human Services Department/
Board of County Commissioners

Date: ________________________
Approve the 2018-19 Winter Storage Agreements with Eric Carlson, Tom & Susan Gradt, Brad Harden and Curtis Stanley and authorize Chair to sign.
AGENDA REQUEST FORM

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

BOCC ACTION: □ APPROVED □ DENIED

Agenda Item #: 11
Initial: ___________________________ Date: ___________________________

□ SUBJECT TO ADEQUATE BUDGET APPROPRIATIONS

□ NO ACTION TAKEN/WITHDRAWN □ DEFERRED TO: ___________________________

□ CONTINUED TO DATE: ___________________________ TIME: ___________________________

□ OTHER: ___________________________

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

OFFICIAL NAME & TITLE: Scott McDougall  PHONE / EXT: 360-875-9338

SIGNATURE: ___________________________ DATE: 11/18/2018

NARRATIVE OF REQUEST

Request approval of Emergency Management Performance Grant #E19-144 contract in the amount of $19,500.00 and request chair to sign.

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

Approve Emergency Management Performance Grant #E19-144 with WA State Military Department and authorize Chair to sign
# Washington State Military Department
## EMERGENCY MANAGEMENT PERFORMANCE GRANT AGREEMENT FACE SHEET

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<table>
<thead>
<tr>
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<td>2. Grant Agreement Amount:</td>
<td>3. Grant Agreement Number:</td>
</tr>
<tr>
<td>Pacific County</td>
<td>$19,500</td>
<td>E19-144</td>
</tr>
<tr>
<td>Emergency Management Agency (PCEMA)</td>
<td></td>
<td></td>
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<tr>
<td>PO Box 27</td>
<td></td>
<td></td>
</tr>
<tr>
<td>South Bend, WA 98586-0027</td>
<td></td>
<td></td>
</tr>
<tr>
<td>4. Subrecipient Contact, phone/email:</td>
<td>5. Grant Agreement Start Date:</td>
<td>6. Grant Agreement End Date:</td>
</tr>
<tr>
<td>Scott McDougall, (360) 875-9338</td>
<td>June 1, 2018</td>
<td>August 31, 2019</td>
</tr>
<tr>
<td><a href="mailto:smcdougall@co.pacific.wa.us">smcdougall@co.pacific.wa.us</a></td>
<td></td>
<td></td>
</tr>
<tr>
<td>John Hollingsworth, (253) 512-7044</td>
<td>084604016</td>
<td>254-000-662</td>
</tr>
<tr>
<td><a href="mailto:john.hollingsworth@mil.wa.gov">john.hollingsworth@mil.wa.gov</a></td>
<td></td>
<td></td>
</tr>
<tr>
<td>10. Funding Authority:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Washington State Military Department (the “DEPARTMENT”) and the U.S. Department of Homeland Security (DHS)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>11. Federal Funding Identification #:</td>
<td>12. Federal Award Date:</td>
<td>13. Catalog of Federal Domestic Assistance (CFDA) # &amp; Title:</td>
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<td>14. Total Federal Amount #:</td>
<td>15. Program Index # &amp; OBJ/SUB-OBJ:</td>
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<tr>
<td>$7,345,832</td>
<td>783PT NZ</td>
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<td>16. Service Districts:</td>
<td>17. Service Area by County(ies):</td>
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</tr>
<tr>
<td>(BY LEGISLATIVE DISTRICT): 19</td>
<td>Pacific</td>
<td></td>
</tr>
<tr>
<td>(BY CONGRESSIONAL DISTRICT): 3</td>
<td></td>
<td></td>
</tr>
<tr>
<td>18. Women/Minority-Owned, State Certified?:</td>
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<td></td>
</tr>
<tr>
<td>☐ N/A  ☑ NO  ☐ YES, OMWBE #</td>
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<tr>
<td>19. Agreement Classification</td>
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<tr>
<td>☐ Personal Services  ☐ Client Services  ☑ Public/Local Gov’t</td>
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<td>☐ Research/Development  ☐ A/E  ☐ Other</td>
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<td>20. Contract Type (check all that apply):</td>
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<td></td>
</tr>
<tr>
<td>☐ Contract  ☑ Grant  ☐ Agreement</td>
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</tr>
<tr>
<td>☐ Intergovernmental (RCW 39.34)  ☐ Interagency</td>
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<td>21. Subrecipient Selection Process:</td>
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<tr>
<td>☑ “To all who apply &amp; qualify”  ☐ Competitive Bidding</td>
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<td></td>
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<tr>
<td>☐ Sole Source  ☐ A/E RCW  ☐ N/A</td>
<td></td>
<td></td>
</tr>
<tr>
<td>☐Filed w/OFM?  ☐ Advertised?  ☐ YES  ☐ NO</td>
<td></td>
<td></td>
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<tr>
<td>22. Subrecipient Type (check all that apply)</td>
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<tr>
<td>☐ Private Organization/Individual  ☐ For-Profit</td>
<td></td>
<td></td>
</tr>
<tr>
<td>☐ Public Organization/Jurisdiction  ☐ Non-Profit</td>
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<td></td>
</tr>
<tr>
<td>☐ CONTRACTOR  ☑ SUBRECIPIENT  ☐ OTHER</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

## 23. PURPOSE & DESCRIPTION:

The purpose of the Fiscal Year (FY) 2018 Emergency Management Performance Grant (18EMPG) is to provide U.S. Department of Homeland Security (DHS)/Federal Emergency Management Agency (FEMA) Federal award funds to local jurisdictions and tribes with emergency management programs to assist in preparing for all hazards through sustenance and enhancement of those programs as described in the Work Plan.

The Department is the Recipient and Pass-through Entity of the 18EMPG DHS Award Letter for Grant No. EMS-2018-EP-00004-S01, which is incorporated in and attached hereto as Attachment #1 and has made a subaward of Federal award funds to the Subrecipient pursuant to this Agreement. The Subrecipient is accountable to the Department for use of Federal award funds provided under this Agreement and the associated matching funds.

IN WITNESS WHEREOF, the Department and Subrecipient acknowledge and accept the terms of this Agreement, including all referenced Exhibits and Attachments which are hereby incorporated in and made a part hereof, and have executed this Agreement as of the date below. This Agreement Face Sheet; Special Terms & Conditions (Exhibit A); General Terms and Conditions (Exhibit B); Work Plan (Exhibit C); Timeline (Exhibit D); Budget (Exhibit E); and all other documents, exhibits and attachments expressly referenced and incorporated herein contain all the terms and conditions agreed upon by the parties and govern the rights and obligations of the parties to this Agreement. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties hereto.

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

1. Applicable Federal and State Statutes and Regulations
2. DHS/FEMA Award and program documents
3. Work Plan
4. Special Terms and Conditions
5. General Terms and Conditions, and,
6. Other provisions of the Agreement incorporated by reference

WHEREAS, the parties hereto have executed this Agreement on the day and year last specified below.

FOR THE DEPARTMENT:

<table>
<thead>
<tr>
<th>Signature</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Regan Anne Hesse, Chief Financial Officer</td>
<td></td>
</tr>
<tr>
<td>Washington State Military Department</td>
<td></td>
</tr>
</tbody>
</table>

FOR THE SUBRECIPIENT:

<table>
<thead>
<tr>
<th>Signature</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Lisa Olsen, Chair</td>
<td></td>
</tr>
<tr>
<td>Pacific County Board of Commissioners</td>
<td></td>
</tr>
</tbody>
</table>

APPROVED AS TO FORM (if applicable):

<table>
<thead>
<tr>
<th>Applicant’s Legal Review</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>
SPECIAL TERMS AND CONDITIONS

ARTICLE I. KEY PERSONNEL
The individuals listed below shall be considered key personnel for point of contact under this Agreement. Any substitution of key personnel by either party shall be made by written notification to the current key personnel.

<table>
<thead>
<tr>
<th>SUBRECIPIENT</th>
<th>DEPARTMENT</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name</td>
<td>Name</td>
</tr>
<tr>
<td>Scott McDougall</td>
<td>John Hollingsworth</td>
</tr>
<tr>
<td>Title</td>
<td>Title</td>
</tr>
<tr>
<td>Director</td>
<td>Program Coordinator</td>
</tr>
<tr>
<td>E-Mail</td>
<td>E-Mail</td>
</tr>
<tr>
<td><a href="mailto:smcdougall@co.pacific.wa.us">smcdougall@co.pacific.wa.us</a></td>
<td><a href="mailto:john.hollingsworth@mil.wa.gov">john.hollingsworth@mil.wa.gov</a></td>
</tr>
<tr>
<td>Phone</td>
<td>Phone</td>
</tr>
<tr>
<td>360-875-9338</td>
<td>253-512-7044</td>
</tr>
<tr>
<td>Name</td>
<td>Name</td>
</tr>
<tr>
<td>Scott Johnson</td>
<td>Tirzah Kincheloe</td>
</tr>
<tr>
<td>Title</td>
<td>Title</td>
</tr>
<tr>
<td>Pacific County Sheriff</td>
<td>Program Manager</td>
</tr>
<tr>
<td>E-Mail</td>
<td>E-Mail</td>
</tr>
<tr>
<td><a href="mailto:sjohnson@co.pacific.wa.us">sjohnson@co.pacific.wa.us</a></td>
<td><a href="mailto:tirzah.kincheloe@mil.wa.gov">tirzah.kincheloe@mil.wa.gov</a></td>
</tr>
<tr>
<td>Phone</td>
<td>Phone</td>
</tr>
<tr>
<td>360-875-9395</td>
<td>253-512-7456</td>
</tr>
</tbody>
</table>

ARTICLE II. ADMINISTRATIVE AND/OR FINANCIAL REQUIREMENTS
The Subrecipient shall comply with all applicable state and federal laws, rules, regulations, requirements and program guidance identified or referenced in this Agreement and the informational documents published by DHS/FEMA applicable to the 18EMPG Program, including, but not limited to, all criteria, restrictions, and requirements of The U.S. Department of Homeland Security (DHS) Notice of Funding Opportunity (NOFO) Fiscal Year (FY) 2018 Emergency Management Performance Grant (EMPG) document, the DHS Award Letter for Grant No. EMS-2018-EP-00004-S01, and the federal regulations commonly applicable to DHS/FEMA grants, all of which are incorporated herein by reference. The DHS Award Letter is incorporated in this Agreement as Attachment 1.

The Subrecipient acknowledges that since this Agreement involves federal award funding, the period of performance described herein may begin prior to the availability of appropriated federal funds. The Subrecipient agrees that it will not hold the Department, the State of Washington, or the United States liable for any damages, claim for reimbursement, or any type of payment whatsoever for services performed under this Agreement prior to distribution of appropriated federal funds, or if federal funds are not appropriated or in a particular amount.

A. STATE AND FEDERAL REQUIREMENTS FOR DHS/FEMA PREPAREDNESS GRANTS:
The following requirements apply to all DHS/FEMA Preparedness Grants administered by the Department.

1. SUBAWARDS & CONTRACTS BY SUBRECIPIENT
   a. The Subrecipient must make a case-by-case determination whether each agreement it makes for the disbursement of 18EMPG funds received under this Agreement casts the party receiving the funds in the role of a Subrecipient or contractor in accordance with 2 CFR 200.330.
   b. If the Subrecipient becomes a pass-through entity by making a subaward to a non-federal entity as its Subrecipient:
      i. The Subrecipient must comply with all federal laws and regulations applicable to pass-through entities of 18EMPG funds, including, but not limited to, those contained in 2 CFR 200.
      ii. The Subrecipient shall require its subrecipient to comply with all applicable state and federal laws, rules, regulations, requirements, and program guidance identified or referenced in this Agreement and the informational documents published by DHS/FEMA applicable to the 18EMPG Program, including, but
not limited to, all criteria, restrictions, and requirements of The U.S. Department of Homeland Security (DHS) Notice of Funding Opportunity (NOFO) Fiscal Year 2018 Emergency Management Performance Grant (EMPG) document, the DHS Award Letter for Grant No. EMS-2018-EP-00004-S01 in Attachment 1, and the federal regulations commonly applicable to DHS/FEMA grants.

iii. The Subrecipient shall be responsible to the Department for ensuring that all 18EMPG federal award funds, and associated matching funds, provided to its subrecipients are used in accordance with applicable federal and state statutes and regulations, and the terms and conditions of the federal award set forth in Attachment 1 of this Agreement.

2. BUDGET & REIMBURSEMENT
   a. Within the total Grant Agreement Amount, travel, sub-contracts, salaries, benefits, printing, equipment, and other goods and services or other budget categories will be reimbursed on an actual cost basis unless otherwise provided in this Agreement.
   b. The maximum amount of all reimbursement requests permitted to be submitted under this Agreement, including the final reimbursement request, is limited to and shall not exceed the total Grant Agreement Amount.
   c. If the Subrecipient chooses to include indirect costs within the Budget (Exhibit E), an indirect cost rate agreement negotiated between the federal cognizant agency and the Subrecipient establishing approved indirect cost rate(s) as described in 2 CFR 200.414 and Appendix VII to 2 CFR 200 must be submitted to the Department. However, under 2 CFR 200.414(f), if the Subrecipient has never received a negotiated indirect cost rate agreement establishing federally negotiated rate(s), the Subrecipient may negotiate a rate with the Department or charge a de minimis rate of 10% of modified total direct costs. The Subrecipient's actual indirect cost rate may vary from the approved rate but must not exceed the approved negotiated indirect cost rate percentage for the time period of the expenditures. If a Subrecipient chooses to charge the 10% de minimis rate, but did not charge indirect costs to previous subawards, a request for approval to charge indirect costs must be submitted to the Department for approval with an explanation for the change.
   d. For travel costs, the Subrecipient shall comply with 2 CFR 200.474 and should consult their internal policies, state rates set pursuant to RCW 43.03.050 and RCW 43.03.060 as now existing or amended, and federal maximum rates set forth at http://www.gsa.gov and follow the most restrictive. If travel costs exceed set state or federal limits, travel costs shall not be reimbursed without written approval by Department Key Personnel.
   e. Reimbursement requests will include a properly completed State A-19 Invoice Form and Reimbursement Spreadsheet (in the format provided by the Department) detailing the expenditures for which reimbursement is sought. Reimbursement requests must be submitted to Reimbursements@mil.wa.gov no later than the due dates listed within the Timeline (Exhibit D).

Reimbursement request totals should be commensurate to the time spent processing by the Subrecipient and the Department. If the reimbursement request isn't substantial enough, the Subrecipient should request prior written approval from Department Key Personnel to waive the due date in the Timeline (Exhibit D) and once approved submit those costs on the next scheduled reimbursement due date contained in the Timeline.

f. Receipts and/or backup documentation for any approved items that are authorized under this Agreement must be maintained by the Subrecipient consistent with record retention requirements of this Agreement and be made available upon request by the Department and auditors.

g. Any request for extension of a due date in the Timeline (Exhibit D) will be treated as a request for Amendment of the Agreement. This request must be submitted to the Department Key Personnel sufficiently in advance of the due date to provide adequate
time for Department review and consideration, and may be granted or denied within the Department’s sole discretion.

h. All work under this Agreement must end on or before the Grant Agreement End Date, and the final reimbursement request must be submitted to the Department within 45 days after the Grant Agreement End Date, except as otherwise authorized by written amendment of this Agreement and issued by the Department.

i. No costs for purchases of equipment/supplies will be reimbursed until the related equipment/supplies have been received by the Subrecipient, its contractor, or any non-federal entity to which the Subrecipient makes a subaward and is invoiced by the vendor.

j. Failure to submit timely, accurate, and complete reports and reimbursement requests as required by this Agreement (including, but not limited to, those reports in the Timeline) will prohibit the Subrecipient from being reimbursed until such complete reports and reimbursement requests are submitted and the Department has had reasonable time to conduct its review.

k. Final reimbursement requests will not be approved for payment until the Subrecipient is current with all reporting requirements contained in this Agreement.

l. A written amendment will be required if the Subrecipient expects cumulative transfers to budget categories, as identified in the Budget (Exhibit E), to exceed 10% of the Grant Agreement Amount. Any changes to budget category totals not in compliance with this paragraph will not be reimbursed without approval from the Department.

m. Subrecipients shall only use federal award funds under this Agreement to supplement existing funds and will not use them to replace (supplant) non-federal funds that have been budgeted for the same purpose. The Subrecipient may be required to demonstrate and document that a reduction in non-federal resources occurred for reasons other than the receipt or expected receipt of federal funds.

3. REPORTING
   a. With each reimbursement request, the Subrecipient shall report how the expenditures, for which reimbursement is sought, relate to the Work Plan (Exhibit C) activities in the format provided by the Department.

   b. With the final reimbursement request, the Subrecipient shall submit to the Department Key Personnel a final report describing all completed activities under this Agreement.

   c. In conjunction with the final report, the Subrecipient shall submit a separate report detailing how the EMPG Training requirements were met for all personnel funded by federal or matching funds under this Agreement.

   d. The Subrecipient shall comply with the Federal Funding Accountability and Transparency Act (FFATA) and related OMB Guidance consistent with Public Law 109-282 as amended by section 6202(a) of Public Law 110-252 (see 31 U.S.C. 6101 note) and complete and return to the Department the FFATA Form located at http://mil.usa.gov/emergency-management-division/grants/requiredgrantforms, which is incorporated by reference and made a part of this Agreement.

   e. The Subrecipient shall participate in the State’s annual capabilities assessment for the Stakeholder Preparedness Review (SPR), formerly known as the State Preparedness Report.

4. EQUIPMENT AND SUPPLY MANAGEMENT
   a. The Subrecipient and any non-federal entity to which the Subrecipient makes a subaward shall comply with 2 CFR 200.318 – 200.326 when procuring any equipment or supplies under this Agreement, 2 CFR 200.313 for management of equipment, and 2 CFR 200.314 for management of supplies, to include, but not limited to:

   i. Upon successful completion of the terms of this Agreement, all equipment and supplies purchased through this Agreement will be owned by the Subrecipient, or a recognized non-federal entity to which the Subrecipient has made a
subaward, for which a contract, Subrecipient grant agreement, or other means of legal transfer of ownership is in place.

ii. All equipment, and supplies as applicable, purchased under this Agreement will be recorded and maintained in the Subrecipient’s inventory system.

iii. Inventory system records shall include:
   A. description of the property
   B. manufacturer’s serial number, model number, or other identification number
   C. funding source for the equipment, including the Federal Award Identification Number (FAIN)
   D. Catalog of Federal Domestic Assistance (CFDA) number
   E. who holds the title
   F. acquisition date
   G. cost of the equipment and the percentage of federal participation in the cost
   H. location, use, and condition of the equipment at the date the information was reported
   I. disposition data including the date of disposal and sale price of the property.

iv. The Subrecipient shall take a physical inventory of the equipment, and supplies as applicable, and reconcile the results with the property records at least once every two years. Any differences between quantities determined by the physical inspection and those shown in the records shall be investigated by the Subrecipient to determine the cause of the difference. The Subrecipient shall, in connection with the inventory, verify the existence, current utilization, and continued need for the equipment.

v. The Subrecipient shall be responsible for any and all operational and maintenance expenses and for the safe operation of their equipment and supplies including all questions of liability. The Subrecipient shall develop appropriate maintenance schedules and procedures to ensure the equipment, and supplies as applicable, are well maintained and kept in good operating condition.

vi. The Subrecipient shall develop a control system to ensure adequate safeguards to prevent loss, damage, and theft of the property. Any loss, damage, or theft shall be investigated, and a report generated and sent to the Department.

vii. The Subrecipient must obtain and maintain all necessary certifications and licenses for the equipment.

viii. If the Subrecipient is authorized or required to sell the property, proper sales procedures must be established and followed to ensure the highest possible return. For disposition, if upon termination or at the Grant Agreement End Date, when original or replacement supplies or equipment acquired under a federal award are no longer needed for the original project or program or for other activities currently or previously supported by a federal awarding agency, the Subrecipient must comply with the following procedures:

   A. For Supplies: If there is a residual inventory of unused supplies exceeding $5,000 in total aggregate value upon termination or completion of the project or program and the supplies are not needed for any other federal award, the Subrecipient must retain the supplies for use on other activities or sell them, but must, in either case, compensate the federal government for its share. The amount of compensation must be computed in the same manner as for equipment.
B. For Equipment:
   1) Items with a current per-unit fair-market value of $5,000 or less may be retained, sold, or otherwise disposed of with no further obligation to the federal awarding agency.
   2) Items with a current per-unit fair-market value in excess of $5,000 may be retained or sold. The Subrecipient shall compensate the federal awarding agency in accordance with the requirements of 2 CFR 200.313 (e) (2).

ix. Records for equipment shall be retained by the Subrecipient for a period of six years from the date of the disposition, replacement, or transfer. If any litigation, claim, or audit is started before the expiration of the six-year period, the records shall be retained by the Subrecipient until all litigation, claims, or audit findings involving the records have been resolved.

b. The Subrecipient shall comply with the Department’s Purchase Review Process, which is incorporated by reference and made part of this Agreement. No reimbursement will be provided unless the appropriate approval has been received.

c. Allowable equipment categories for the EMPG Program are listed on the Authorized Equipment List (AEL) located on the FEMA website at http://www.fema.gov/authorized-equipment-list. It is important that the Subrecipient and any non-federal entity to which the Subrecipient makes a subaward regard the AEL as an authorized purchasing list identifying items allowed under the specific grant program and includes items that may not be categorized as equipment according to the federal, state, local, and tribal definitions of equipment. The Subrecipient is solely responsible for ensuring and documenting purchased items under this Agreement are authorized as allowed items by the AEL at time of purchase.

   If the item is not identified on the AEL as allowable under EMPG, the Subrecipient must contact the Department Key Personnel for assistance in seeking FEMA approval prior to acquisition.

d. Unless expressly provided otherwise, all equipment must meet all mandatory regulatory and/or DHS/FEMA adopted standards to be eligible for purchase using federal award funds.

e. The Subrecipient must pass on equipment and supply management requirements that meet or exceed the requirements outlined above to any non-federal entity to which the Subrecipient makes a subaward under this Agreement.

5. ENVIRONMENTAL AND HISTORICAL PRESERVATION
   a. The Subrecipient shall ensure full compliance with the DHS/FEMA Environmental Planning and Historic Preservation (EHP) program. EHP program information can be found at https://www.fema.gov/media-library/assets/documents/85376 all of which are incorporated in and made a part of this Agreement.

   b. Projects that have historical impacts or the potential to impact the environment, including, but not limited to, construction of communication towers; modification or renovation of existing buildings, structures and facilities; or new construction including replacement of facilities, must participate in the DHS/FEMA EHP review process prior to initiation. Modification of existing buildings, including minimally invasive improvements such as attaching monitors to interior walls, and training or exercises occurring outside in areas not considered previously disturbed, also require a DHS/FEMA EHP review before project initiation.

   c. The EHP review process involves the submission of a detailed project description that includes the entire scope of work, including any alternatives that may be under consideration, along with supporting documentation so FEMA may determine whether the proposed project has the potential to impact environmental resources and/or historic properties.
d. The Subrecipient agrees that to receive any federal preparedness funding, all EHP compliance requirements outlined in applicable guidance must be met. The EHP review process must be completed and approval received by the Subrecipient before any work is started for which reimbursement will be later requested. Expenditures for projects started before completion of the EHP review process and receipt of approval by the Subrecipient will not be reimbursed.

6. PROCUREMENT

b. For all sole source contracts expected to exceed $150,000, the Subrecipient must submit to the Department for pre-procurement review and approval the procurement documents, such as requests for proposals, invitations for bids and independent cost estimates. This requirement must be passed on to any non-federal entity to which the Subrecipient makes a subaward, at which point the Subrecipient will be responsible for reviewing and approving sole source justifications of any non-federal entity to which the Subrecipient makes a subaward.

7. SUBRECIPIENT MONITORING
a. The Department will monitor the activities of the Subrecipient from award to closeout. The goal of the Department’s monitoring activities will be to ensure that agencies receiving federal pass-through funds are in compliance with this Agreement, federal and state audit requirements, federal grant guidance, and applicable federal and state financial regulations, as well as 2 CFR Part 200 Subpart F.

b. To document compliance with 2 CFR Part 200 Subpart F requirements, the Subrecipient shall complete and return to the Department the “2 CFR Part 200 Subpart F Audit Certification Form” located at http://mil.wa.gov/emergency-management-division/grants/requiredgrantsforms with the signed Agreement and each fiscal year thereafter until the Agreement is closed, which is incorporated by reference and made a part of this Agreement.

c. Monitoring activities may include, but are not limited to:
   i. review of financial and performance reports
   ii. monitoring and documenting the completion of Agreement deliverables
   iii. documentation of phone calls, meetings, e-mails and correspondence
   iv. review of reimbursement requests and supporting documentation to ensure allowability and consistency with Agreement work plan, budget, and federal requirements
   v. observation and documentation of Agreement related activities, such as exercises, training, funded events, and equipment demonstrations
   vi. on-site visits to review equipment records and inventories, to verify source documentation for reimbursement requests and performance reports, and to verify completion of deliverables.

d. The Subrecipient is required to meet or exceed the monitoring activities, as outlined above, for any non-federal entity to which the Subrecipient makes a subaward as a pass-through entity under this Agreement.

e. Compliance will be monitored throughout the performance period to assess risk. Concerns will be addressed through a Corrective Action Plan.

8. LIMITED ENGLISH PROFICIENCY (CIVIL RIGHTS ACT OF 1964 TITLE VI)
a. The Subrecipient must comply with the Title VI of the Civil Rights Act of 1964 (Title VI) prohibition against discrimination on the basis of national origin, which requires that Subrecipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services.
Providing meaningful access for persons with LEP may entail providing language assistance services, including oral interpretation and written translation. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency (August 11, 2000), requires federal agencies to issue guidance to recipients, assisting such organizations and entities in understanding their language access obligations. DHS published the required recipient guidance in April 2011, DHS Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons, 76 Fed. Reg. 21755-21768, (April 18, 2011). The Guidance provides helpful information such as how a recipient can determine the extent of its obligation to provide language services, selecting language services, and elements of an effective plan on language assistance for LEP persons. For additional assistance and information regarding language access obligations, please refer to the DHS Recipient Guidance at https://www.dhs.gov/guidance-published-help-department-supported-organizations-provide-meaningful-access-people-limited and additional resources on http://www.lep.gov.

9. **NIMS COMPLIANCE**
   a. The National Incident Management System (NIMS) identifies concepts and principles that answer how to manage emergencies from preparedness to recovery regardless of their cause, size, location, or complexity. NIMS provides a consistent, nationwide approach and vocabulary for multiple agencies or jurisdictions to work together to build, sustain, and deliver the core capabilities needed to achieve a secure and resilient nation.
   
   b. Consistent implementation of NIMS provides a solid foundation across jurisdictions and disciplines to ensure effective and integrated preparedness, planning, and response. NIMS empowers the components of the National Preparedness System, a requirement of Presidential Policy Directive 8, to guide activities within the public and private sector and describes the planning, organizational activities, equipping, training and exercising needed to build and sustain the core capabilities in support of the National Preparedness Goal.
   
   c. In order to receive FY 2018 federal preparedness funding, to include EMPG, the Subrecipient will ensure all NIMS objectives have been initiated and/or are in progress toward completion. NIMS Implementation Objectives are located at https://www.fema.gov/media-library/assets/documents/130743.

B. **EMPG PROGRAM SPECIFIC REQUIREMENTS**
   1. The Department receives EMPG Program funding from DHS/FEMA, which is provided to assist state, local, and tribal governments to enhance and sustain all-hazards emergency management capabilities as authorized by Robert T. Stafford Disaster Relief and Emergency Assistance Act, as amended (42 U.S.C. §§ 5121 et seq.) and Section 662 of the Post Katrina Emergency Management Act (6 U.S.C. § 762).
   
   2. A portion of the 18EMPG is passed through to local jurisdictions and tribes with emergency management programs to supplement their local/tribal operating budgets to help sustain and enhance emergency management capabilities pursuant to Washington Administrative Code (WAC) 118-09.
   
   3. The Subrecipient shall use the EMPG funds authorized under this Agreement only to perform tasks as described in the Work Plan of the Subrecipient’s application for funding, as approved by the Department and incorporated into this Agreement.
   
   4. Funding may not be used to replace or supplant existing local or tribal government funding of emergency management programs.
   
   5. The Subrecipient shall provide a fifty percent match of $19,500 of non-federal origin. To meet matching requirements, the Subrecipient’s cash matching contributions must be considered reasonable, allowable, allocable, and necessary under the grant program and must comply with all Federal requirements and regulations, including, but not limited to, 2 CFR Part 200. An
appropriate mechanism must be in place to capture, track, and document matching funds. In the final report, the Subrecipient shall identify how the match was met and documented.

6. All personnel funded in any part through federal award or matching funds under this Agreement shall:
   a. Complete and record proof of completion for the NIMS training requirements outlined in the NIMS Training Program located at https://www.fema.gov/pdf/emergency/nims/nims_training_program.pdf (to include ICS-100, ICS-200, IS-700, and IS-800 for most personnel). The Subrecipient will report training course completion by individual personnel along with the final report; and
   b. Complete either (1) the FEMA Professional Development Series IS-120, IS-230, IS-235, IS-240, IS-241, IS-242, and IS-244, or (2) the National Emergency Management Basic Academy. The Subrecipient will report training course completion by individual personnel along with the final report.

C. DHS TERMS AND CONDITIONS
   As a Subrecipient of 18EMPG program funding, the Subrecipient shall comply with all applicable DHS terms and conditions of the 18EMPG Award Letter and its incorporated documents for DHS Grant No. EMS-2018-EP-00004-S01, which are incorporated and made a part of this Agreement as Attachment 1.
A.1 DEFINITIONS
As used throughout this Agreement, the terms will have the same meaning as defined in 2 CFR 200 Subpart A (which is incorporated herein by reference), except as otherwise set forth below:

a. "Agreement" means this Grant Agreement.
b. "Department" means the Washington State Military Department, as a state agency, any division, section, office, unit or other entity of the Department, or any of the officers or other officials lawfully representing that Department. The Department is a recipient of a federal award directly from a federal awarding agency and is the pass-through entity making a subaward to a Subrecipient under this Agreement.
c. "Subrecipient" when capitalized is primarily used throughout this Agreement in reference to the non-federal entity identified on the Face Sheet of this Agreement that has received a subaward from the Department. However, the definition of "Subrecipient" is the same as in 2 CFR 200.93 for all other purposes.
d. "Monitoring Activities" means all administrative, financial, or other review activities that are conducted to ensure compliance with all state and federal laws, rules, regulations, authorities and policies.
e. "Investment" means the grant application submitted by the Subrecipient describing the project(s) for which federal funding is sought and provided under this Agreement. Such grant application is hereby incorporated into this Agreement by reference.

A.2 ADVANCE PAYMENTS PROHIBITED
The Department shall make no payments in advance or in anticipation of goods or services to be provided under this Agreement. Subrecipient shall not invoice the Department in advance of delivery and invoicing of such goods or services.

A.3 AMENDMENTS AND MODIFICATIONS
The Subrecipient or the Department may request, in writing, an amendment or modification of this Agreement. However, such amendment or modification shall not be binding, take effect or be incorporated herein until made in writing and signed by the authorized representatives of the Department and the Subrecipient. No other understandings or agreements, written or oral, shall be binding on the parties.

The Subrecipient 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 telecommunication.

A.5 ASSURANCES
The Department and Subrecipient agree that all activity pursuant to this Agreement will be in accordance with all the applicable current federal, state and local laws, rules and regulations.

A.6 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, OR INELIGIBILITY
As federal funds are a basis for this Agreement, the Subrecipient certifies that the Subrecipient is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in this Agreement by any federal department or agency.
The Subrecipient shall complete, sign, and return a Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion form located at http://mil.wa.gov/emergency-management-division/grants/requiredgrantforms. Any such form completed by the Subrecipient for this Agreement shall be incorporated into this Agreement by reference.
Further, the Subrecipient agrees to comply with all applicable federal regulations concerning the federal debarment and suspension system, including 2 CFR Part 180. The Subrecipient certifies that it will ensure that potential contractors or Subrecipients or any of their principals are not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in "covered transactions" by any federal department or agency. “Covered transactions” include procurement contracts for goods or services awarded under a non-procurement transaction (e.g. grant or cooperative agreement) that are expected to equal or exceed $25,000, and subawards to Subrecipients for any amount. With respect to covered transactions, the Subrecipient may comply with this provision by obtaining a certification statement from the potential contractor or Subrecipient or by checking the System for Award Management (https://sam.gov/portal/SAM/####11) maintained by the federal government. The Subrecipient also agrees not to enter into any arrangements or contracts with any party on the Washington State Department of Labor and Industries’ “Debarred Contractor List” (https://secure.lni.wa.gov/debarandstrike/ContractorDebarList.aspx). The Subrecipient also agrees not to enter into any agreements or contracts for the purchase of goods and services with any party on the Department of Enterprise Services’ Debarred Vendor List (http://www.des.wa.gov/services/ContractingPurchasing/Business/Pages/Vendor-Debarment.aspx).

A.7 CERTIFICATION REGARDING RESTRICTIONS ON LOBBYING
As required by 44 CFR Part 18, the Subrecipient hereby certifies that to the best of its knowledge and belief: (1) no federally appropriated funds have been paid or will be paid by or on behalf of the Subrecipient to any person for influencing or attempting to influence an officer or employee of an 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) that 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 agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Agreement, grant, loan, or cooperative agreement, the Subrecipient will complete and submit Standard Form-LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions; (3) and that, as applicable, the Subrecipient will require that the language of this certification be included in the award documents for all subawards at all tiers (including sub-contracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all 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 and is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code.

A.8 CONFLICT OF INTEREST
No officer or employee of the Department; no member, officer, or employee of the Subrecipient or its designees or agents; no member of the governing body of the jurisdiction in which the project is undertaken or located; and no other official of the Subrecipient who exercises any functions or responsibilities with respect to the project during his or her tenure, shall have any personal or pecuniary gain or interest, direct or indirect, in any contract, subcontract, or the proceeds thereof, for work to be performed in connection with the project assisted under this Agreement.

The Subrecipient shall incorporate, or cause to incorporate, in all such contracts or subawards, a provision prohibiting such interest pursuant to this provision.

A.9 COMPLIANCE WITH APPLICABLE STATUTES, RULES AND DEPARTMENT POLICIES
The Subrecipient and all its contractors and subrecipients shall comply with, and the Department is not responsible for determining compliance with, any and all applicable federal, state, and local laws, regulations, executive orders, OMB Circulars, and/or policies. This obligation includes, but is not limited to: nondiscrimination laws and/or policies, Energy Policy and Conservation Act (PL 94-163, as amended), the Americans with Disabilities Act (ADA), Age Discrimination Act of 1975, Title VI of the Civil Rights Act of 1964, Civil Rights Act of 1968, the Robert T. Stafford Disaster Relief and Emergency Assistance Act, (PL 93-288, as amended), Ethics in Public Service (RCW 42.52), Covenant Against Contingent Fees (48 CFR Section 52.203-5), Public Records Act (RCW 42.56), Prevailing Wages on Public Works (RCW 39.12), State Environmental Policy Act (RCW 43.21C), Shoreline Management Act of 1971 (RCW 90.55),
State Building Code (RCW 19.27), Energy Related Building Standards (RCW 19.27A), Provisions in Buildings for Aged and Handicapped Persons (RCW 70.92), and safety and health regulations.

In the event of noncompliance or refusal to comply with any applicable law, regulation, executive order, OMB Circular or policy by the Subrecipient, its contractors or subrecipients, the Department may rescind, cancel, or terminate the Agreement in whole or in part in its sole discretion. The Subrecipient is responsible for all costs or liability arising from its failure, and that of its contractors and subrecipients, to comply with applicable laws, regulations, executive orders, OMB Circulars or policies.

A.10 CONTRACTING & PROCUREMENT

a. The Subrecipient shall use a competitive procurement process in the procurement and award of any contracts with contractors or subcontractors that are entered into under the original agreement award. The procurement process followed shall be in accordance with 2 CFR Part 200.318 General procurement standards through 200.326 Contract provisions.

As required by Appendix II to 2 CFR Part 200, all contracts entered into by the Subrecipient under this Agreement must include the following provisions, as applicable:

1) Contracts for more than the simplified acquisition threshold currently set at $150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

2) All contracts in excess of $10,000 must address termination for cause and for convenience by the non-federal entity including the manner by which it will be affected and the basis for settlement.


4) 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 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 CFR Part 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 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 must report all suspected or reported violations to the federal awarding agency. 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 CFR 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 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 must report all suspected or reported violations to the federal awarding agency.

5) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-federal entity 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 CFR 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.

6) Rights to Inventions Made Under a Contract or Agreement. If the federal award meets the definition of “funding agreement” under 37 CFR §401.2 (a) and the recipient or Subrecipient 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 must comply with the requirements of 37 CFR 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.

7) 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 and the Regional Office of the Environmental Protection Agency (EPA).

8) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR 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.

9) 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.

10) Procurement of recovered materials -- As required by 2 CFR 200.322, a non-federal entity 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 CFR 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.

11) Notice of awarding agency requirements and regulations pertaining to reporting.

12) Federal awarding agency requirements and regulations pertaining to copyrights and rights in data.
13) Access by the Department, the Subrecipient, the federal awarding agency, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the contractor which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts, and transcriptions.

14) Retention of all required records for six years after the Subrecipient has made final payments and all other pending matters are closed.


b. The Department reserves the right to review the Subrecipient's procurement plans and documents, and require the Subrecipient to make changes to bring its plans and documents into compliance with the requirements of 2 CFR Part 200.318 through 200.326. The Subrecipient must ensure that its procurement process requires contractors and subcontractors to provide adequate documentation with sufficient detail to support the costs of the project and to allow both the Subrecipient and Department to make a determination on eligibility of project costs.

c. All contracting agreements entered into pursuant to this Agreement shall incorporate this Agreement by reference.

A.11 DISCLOSURE
The use or disclosure by any party of any information concerning the Department for any purpose not directly connected with the administration of the Department's or the Subrecipient's responsibilities with respect to services provided under this Agreement is prohibited except by prior written consent of the Department or as required to comply with the state Public Records Act, other law or court order.

A.12 DISPUTES
Except as otherwise provided in this Agreement, when a bona fide dispute arises between the parties and it cannot be resolved through discussion and negotiation, either party may request a dispute resolution panel to resolve the dispute. A request for a dispute resolution board shall be in writing, state the disputed issues, state the relative positions of the parties, and be sent to all parties. The panel shall consist of a representative appointed by the Department, a representative appointed by the Subrecipient and a third party mutually agreed upon by both parties. The panel shall, by majority vote, resolve the dispute. Each party shall bear the cost for its panel member and its attorney fees and costs and share equally the cost of the third panel member.

A.13 LEGAL RELATIONS
It is understood and agreed that this Agreement is solely for the benefit of the parties to the Agreement and gives no right to any other party. No joint venture or partnership is formed as a result of this Agreement.

To the extent allowed by law, the Subrecipient, its successors or assigns, will protect, save and hold harmless the Department, the State of Washington, and the United States Government and their authorized agents and employees, from all claims, actions, costs, damages or expenses of any nature whatsoever by reason of the acts or omissions of the Subrecipient, its subcontractors, subrecipients, assigns, agents, contractors, consultants, licensees, invitees, employees or any person whomsoever arising out of or in connection with any acts or activities authorized by this Agreement.

To the extent allowed by law, the Subrecipient further agrees to defend the Department and the State of Washington and their authorized agents and employees in any litigation; including payment of any costs or attorneys' fees for any claims or action commenced thereon arising out of or in connection with acts or activities authorized by this Agreement.

This obligation shall not include such claims, costs, damages or expenses which may be caused by the sole negligence of the Department; provided, that if the claims or damages are caused by or result from the concurrent negligence of (1) the Department, and (2) the Subrecipient, its agents, or employees, this indemnity provision shall be valid and enforceable only to the extent of the negligence of the Subrecipient, or the Subrecipient's agents or employees.

Insofar as the funding source, the Department of Homeland Security (DHS)/Federal Emergency Management Agency (FEMA), is an agency of the Federal government, the following shall apply:
44 CFR 206.9 Non-liability. The Federal government shall not be liable for any claim based upon the exercise or performance of, or the failure to exercise or perform a discretionary function or duty on the part of a federal agency or an employee of the Federal government in carrying out the provisions of the Stafford Act.

A.14 LIMITATION OF AUTHORITY – AUTHORIZED SIGNATURE
The signatories to this Agreement represent that they have the authority to bind their respective organizations to this Agreement. Only the Department’s Authorized Signature representative and the Authorized Signature representative of the Subrecipient or Alternate for the Subrecipient, formally designated in writing, shall have the express, implied, or apparent authority to alter, amend, modify, or waive any clause or condition of this Agreement. 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 both parties’ Authorized Signature representatives.

Further, only the Authorized Signature representative or Alternate for the Subrecipient shall have signature authority to sign reimbursement requests, time extension requests, amendment and modification requests, requests for changes to projects or work plans, and other requests, certifications and documents authorized by or required under this Agreement.

A.15 LOSS OR REDUCTION OF FUNDING
In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of this Agreement and prior to normal completion or end date, the Department may unilaterally reduce the work plan and budget or unilaterally terminate all or part of the Agreement as a “Termination for Cause” without providing the Subrecipient an opportunity to cure. Alternatively, the parties may renegotiate the terms of this Agreement under “Amendments and Modifications” to comply with new funding limitations and conditions, although the Department has no obligation to do so.

A.16 NONASSIGNABILITY
Neither this Agreement, nor any claim arising under this Agreement, shall be transferred or assigned by the Subrecipient.

A.17 NONDISCRIMINATION
The Subrecipient shall comply with all applicable federal and state non-discrimination laws, regulations, and policies. No person shall, on the grounds of age, race, creed, color, sex, sexual orientation, religion, national origin, marital status, honorably discharged veteran or military status, or disability (physical, mental, or sensory) be denied the benefits of, or otherwise be subjected to discrimination under any project, program, or activity, funded, in whole or in part, under this Agreement.

A.18 NOTICES
The Subrecipient shall comply with all public notices or notices to individuals required by applicable local, state and federal laws and regulations and shall maintain a record of this compliance.

A.19 OCCUPATIONAL SAFETY/HEALTH ACT and WASHINGTON INDUSTRIAL SAFETY/ HEALTH ACT (OSHA/WISHA)
The Subrecipient represents and warrants that its work place does now or will meet all applicable federal and state safety and health regulations that are in effect during the Subrecipient’s performance under this Agreement. To the extent allowed by law, the Subrecipient further agrees to indemnify and hold harmless the Department and its employees and agents from all liability, damages and costs of any nature, including, but not limited to, costs of suits and attorneys’ fees assessed against the Department, as a result of the failure of the Subrecipient to so comply.

A.20 OWNERSHIP OF PROJECT/CAPITAL FACILITIES
The Department makes no claim to any capital facilities or real property improved or constructed with funds under this Agreement, and by this subaward of funds does not and will not acquire any ownership interest or title to such property of the Subrecipient. The Subrecipient shall assume all liabilities and responsibilities arising from the ownership and operation of the project and agrees to indemnify and hold the Department, the state of Washington and the United States government harmless from any and all causes of action arising from the ownership and operation of the project.

A.21 POLITICAL ACTIVITY
No portion of the funds provided herein shall be used for any partisan political activity or to further the election or defeat of any candidate for public office or influence the approval or defeat of any ballot issue.
A.22 PROHIBITION AGAINST PAYMENT OF BONUS OR COMMISSION
The assistance provided under this Agreement shall not be used in payment of any bonus or commission for the purpose of obtaining approval of the application for such assistance or any other approval or concurrence under this Agreement provided, however, that reasonable fees or bona fide technical consultant, managerial, or other such services, other than actual solicitation, are not hereby prohibited if otherwise eligible as project costs.

A.23 PUBLICITY
The Subrecipient agrees to submit to the Department prior to issuance all advertising and publicity matters relating to this Agreement wherein the Department's name is mentioned, or language used from which the connection of the Department's name may, in the Department's judgment, be inferred or implied. The Subrecipient agrees not to publish or use such advertising and publicity matters without the prior written consent of the Department. The Subrecipient may copyright original work it develops in the course of or under this Agreement; however, pursuant to 2 CFR Part 200.315, FEMA reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use the work for government purposes.

Publication resulting from work performed under this Agreement shall include an acknowledgement of FEMA's financial support, by CFDA number, and a statement that the publication does not constitute an endorsement by FEMA or reflect FEMA's views.

A.24 RECAPTURE PROVISION
In the event the Subrecipient fails to expend funds under this Agreement in accordance with applicable federal, state, and local laws, regulations, and/or the provisions of the Agreement, the Department reserves the right to recapture funds in an amount equivalent to the extent of noncompliance. Such right of recapture shall exist for the life of the project following Agreement termination. Repayment by the Subrecipient of funds under this recapture provision shall occur within 30 days of demand. In the event the Department is required to institute legal proceedings to enforce the recapture provision, the Department shall be entitled to its costs and expenses thereof, including attorney fees from the Subrecipient.

A.25 RECORDS
a. The Subrecipient agrees to maintain all books, records, documents, receipts, invoices and all other electronic or written records necessary to sufficiently and properly reflect the Subrecipient's contracts, subawards, grant administration, and payments, including all direct and indirect charges, and expenditures in the performance of this Agreement (the "records").

b. The Subrecipient's records related to this Agreement and the projects funded may be inspected and audited by the Department or its designee, by the Office of the State Auditor, DHS, FEMA or their designees, by the Comptroller General of the United States or its designees, or by other state or federal officials authorized by law, for the purposes of determining compliance by the Subrecipient with the terms of this Agreement and to determine the appropriate level of funding to be paid under the Agreement.

c. The records shall be made available by the Subrecipient for such inspection and audit, together with suitable space for such purpose, at any and all times during the Subrecipient's normal working day.

d. The Subrecipient shall retain and allow access to all records related to this Agreement and the funded project(s) for a period of at least six (6) years following final payment and closure of the grant under this Agreement. Despite the minimum federal retention requirement of three (3) years, the more stringent State requirement of six (6) years must be followed.

A.26 RESPONSIBILITY FOR PROJECT/STATEMENT OF WORK/WORK PLAN
While the Department undertakes to assist the Subrecipient with the project/statement of work/work plan (project) by providing federal award funds pursuant to this Agreement, the project itself remains the sole responsibility of the Subrecipient. The Department undertakes no responsibility to the Subrecipient, or to any third party, other than as is expressly set out in this Agreement.

The responsibility for the design, development, construction, implementation, operation and maintenance of the project, as these phrases are applicable to this project, is solely that of the Subrecipient, as is responsibility for any claim or suit of any nature by any third party related in any way to the project.
Prior to the start of any construction activity, the Subrecipient shall ensure that all applicable federal, state, and local permits and clearances are obtained, including, but not limited to, FEMA compliance with the National Environmental Policy Act, the National Historic Preservation Act, the Endangered Species Act, and all other environmental laws, regulations, and executive orders.

The Subrecipient shall defend, at its own cost, any and all claims or suits at law or in equity, which may be brought against the Subrecipient in connection with the project. The Subrecipient shall not look to the Department, or to any state or federal agency, or to any of their employees or agents, for any performance, assistance, or any payment or indemnity, including, but not limited to, cost of defense and/or attorneys' fees, in connection with any claim or lawsuit brought by any third party related to any design, development, construction, implementation, operation and/or maintenance of a project.

A.27 SEVERABILITY
If any court of rightful jurisdiction holds any provision or condition under this Agreement or its application to any person or circumstances invalid, this invalidity does not affect other provisions, terms or conditions of the Agreement, which can be given effect without the invalid provision. To this end, the terms and conditions of this Agreement are declared severable.

A.28 SINGLE AUDIT ACT REQUIREMENTS (including all AMENDMENTS)
Non-federal entities, as Subrecipients of a federal award, that expend $750,000 or more in one fiscal year of federal funds from all sources, direct and indirect, are required to have a single or a program-specific audit conducted in accordance with 2 CFR Part 200 Subpart F. Non-federal entities that spend less than $750,000 a year in federal awards are exempt from federal audit requirements for that year, except as noted in 2 CFR Part 200 Subpart F. As defined in 2 CFR Part 200, the term “non-federal entity” means a State, local government, Indian tribe, institution of higher education, or non-profit organization that carries out a federal award as a recipient or Subrecipient.

Subrecipients that are required to have an audit must ensure the audit is performed in accordance with Generally Accepted Government Auditing Standards (GAGAS) as found in the Government Auditing Standards (the Revised Yellow Book) developed by the United States Comptroller General and the OMB Compliance Supplement. The Subrecipient has the responsibility of notifying its auditor and requesting an audit in compliance with 2 CFR Part 200 Subpart F, to include the Washington State Auditor's Office, a federal auditor, or a public accountant performing work using GAGAS, as appropriate. Costs of the audit may be an allowable grant expenditure as authorized by 2 CFR Part 200.425.

The Subrecipient shall maintain auditable records and accounts so as to facilitate the audit requirement and shall ensure that any subcontractors also maintain auditable records. The Subrecipient is responsible for any audit exceptions incurred by its own organization or that of its subcontractors. Responses to any unresolved management findings and disallowed or questioned costs shall be included with the audit report. The Subrecipient must respond to Department requests for information or corrective action concerning audit issues or findings within 30 days of the date of request. The Department reserves the right to recover from the Subrecipient all disallowed costs resulting from the audit.

After the single audit has been completed, and if it includes any audit findings, the Subrecipient must send a full copy of the audit and its corrective action plan to the Department at the following address no later than nine (9) months after the end of the Subrecipient's fiscal year(s):

Contracts Office
Washington Military Department
Finance Division, Building #1 TA-20
Camp Murray, WA 98430-5032

If the Subrecipient claims it is exempt from the audit requirements of 2 CFR Part 200 Subpart F, the Subrecipient must send a completed "2 CFR Part 200 Subpart F Audit Certification Form" (https://www.mil.wa.gov/emergency-management-division/grants/requiredgrantforms) to the Department at the address listed above identifying this Agreement and explaining the criteria for exemption no later than nine (9) months after the end of the Subrecipient's fiscal year(s).

The Department retains the sole discretion to determine whether a valid claim for an exemption from the audit requirements of this provision has been established.

The Subrecipient shall include the above audit requirements in any subawards.
Conducting a single or program-specific audit in compliance with 2 CFR Part 200 Subpart F is a material requirement of this Agreement. In the absence of a valid claim of exemption from the audit requirements of 2 CFR Part 200 Subpart F, the Subrecipient’s failure to comply with said audit requirements may result in one or more of the following actions in the Department’s sole discretion: a percentage of federal awards being withheld until the audit is completed in accordance with 2 CFR Part 200 Subpart F; the withholding or disallowing of overhead costs; the suspension of federal awards until the audit is conducted and submitted; or termination of the federal award.

A.29 SUBRECIPIENT NOT EMPLOYEE
The parties intend that an independent contractor relationship will be created by this Agreement. The Subrecipient, and/or employees or agents performing under this Agreement are not employees or agents of the Department in any manner whatsoever. The Subrecipient will not be presented as, nor claim to be, an officer or employee of the Department by reason of this Agreement, nor will the Subrecipient make any claim, demand, or application to or for any right or privilege applicable to an officer or employee of the Department or of the State of Washington by reason of this Agreement, including, but not limited to, Workmen’s Compensation coverage, unemployment insurance benefits, social security benefits, retirement membership or credit, or privilege or benefit which would accrue to a civil service employee under Chapter 41.06 RCW.

It is understood that if the Subrecipient is another state department, state agency, state university, state college, state community college, state board, or state commission, that the officers and employees are employed by the state of Washington in their own right and not by reason of this Agreement.

A.30 TAXES, FEES AND LICENSES
Unless otherwise provided in this Agreement, the Subrecipient shall be responsible for, pay and maintain in current status all taxes, unemployment contributions, fees, licenses, assessments, permit charges and expenses of any other kind for the Subrecipient or its staff required by statute or regulation that are applicable to Agreement performance.

A.31 TERMINATION FOR CONVENIENCE
Notwithstanding any provisions of this Agreement, the Subrecipient may terminate this Agreement by providing written notice of such termination to the Department Key Personnel identified in the Agreement, specifying the effective date thereof, at least thirty (30) days prior to such date.

Except as otherwise provided in this Agreement, the Department, in its sole discretion and in the best interests of the State of Washington, may terminate this Agreement in whole or in part by providing ten (10) calendar days written notice, beginning on the second day after mailing to the Subrecipient. Upon notice of termination for convenience, the Department reserves the right to suspend all or part of the Agreement, withhold further payments, or prohibit the Subrecipient from incurring additional obligations of funds. In the event of termination, the Subrecipient shall be liable for all damages as authorized by law. The rights and remedies of the Department provided for in this section shall not be exclusive and are in addition to any other rights and remedies provided by law.

A.32 TERMINATION OR SUSPENSION FOR CAUSE
In the event the Department, in its sole discretion, determines the Subrecipient has failed to fulfill in a timely and proper manner its obligations under this Agreement, is in an unsound financial condition so as to endanger performance hereunder, is in violation of any laws or regulations that render the Subrecipient unable to perform any aspect of the Agreement, or has violated any of the covenants, agreements or stipulations of this Agreement, the Department has the right to immediately suspend or terminate this Agreement in whole or in part.

The Department may notify the Subrecipient in writing of the need to take corrective action and provide a period of time in which to cure. The Department is not required to allow the Subrecipient an opportunity to cure if it is not feasible as determined solely within the Department’s discretion. Any time allowed for cure shall not diminish or eliminate the Subrecipient’s liability for damages or otherwise affect any other remedies available to the Department. If the Department allows the Subrecipient an opportunity to cure, the Department shall notify the Subrecipient in writing of the need to take corrective action. If the corrective action is not taken within ten (10) calendar days or as otherwise specified by the Department, or if such corrective action is deemed by the Department to be insufficient, the Agreement may be terminated in whole or in part.
The Department reserves the right to suspend all or part of the Agreement, withhold further payments, or prohibit the Subrecipient from incurring additional obligations of funds during investigation of the alleged compliance breach, pending corrective action by the Subrecipient, if allowed, or pending a decision by the Department to terminate the Agreement in whole or in part.

In the event of termination, the Subrecipient shall be liable for all damages as authorized by law, including, but not limited to, any cost difference between the original Agreement and the replacement or cover Agreement and all administrative costs directly related to the replacement Agreement, e.g., cost of administering the competitive solicitation process, mailing, advertising and other associated staff time. The rights and remedies of the Department provided for in this section shall not be exclusive and are in addition to any other rights and remedies provided by law.

If it is determined that the Subrecipient: (1) was not in default or material breach, or (2) failure to perform was outside of the Subrecipient's control, fault or negligence, the termination shall be deemed to be a "Termination for Convenience".

A.33 TERMINATION PROCEDURES

In addition to the procedures set forth below, if the Department terminates this Agreement, the Subrecipient shall follow any procedures specified in the termination notice. Upon termination of this Agreement and in addition to any other rights provided in this Agreement, the Department may require the Subrecipient to deliver to the Department any property specifically produced or acquired for the performance of such part of this Agreement as has been terminated.

If the termination is for convenience, the Department shall pay to the Subrecipient as an agreed upon price, if separately stated, for properly authorized and completed work and services rendered or goods delivered to and accepted by the Department prior to the effective date of Agreement termination, the amount agreed upon by the Subrecipient and the Department for (i) completed work and services and/or equipment or supplies provided for which no separate price is stated, (ii) partially completed work and services and/or equipment or supplies provided which are accepted by the Department, (iii) other work, services and/or equipment or supplies which are accepted by the Department, and (iv) the protection and preservation of property.

Failure to agree with such amounts shall be a dispute within the meaning of the "Disputes" clause of this Agreement. If the termination is for cause, the Department shall determine the extent of the liability of the Department. The Department shall have no other obligation to the Subrecipient for termination. The Department may withhold from any amounts due the Subrecipient such sum as the Department determines to be necessary to protect the Department against potential loss or liability.

The rights and remedies of the Department provided in this Agreement shall not be exclusive and are in addition to any other rights and remedies provided by law.

After receipt of a notice of termination, and except as otherwise directed by the Department in writing, the Subrecipient shall:

a. Stop work under the Agreement on the date, and to the extent specified, in the notice;

b. Place no further orders or contracts for materials, services, supplies, equipment and/or facilities in relation to this Agreement except as may be necessary for completion of such portion of the work under the Agreement as is not terminated;

c. Assign to the Department, in the manner, at the times, and to the extent directed by the Department, all of the rights, title, and interest of the Subrecipient under the orders and contracts so terminated, in which case the Department has the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders and contracts;

d. Settle all outstanding liabilities and all claims arising out of such termination of orders and contracts, with the approval or ratification of the Department to the extent the Department may require, which approval or ratification shall be final for all the purposes of this clause;

e. Transfer title to the Department and deliver in the manner, at the times, and to the extent directed by the Department any property which, if the Agreement had been completed, would have been required to be furnished to the Department;

f. Complete performance of such part of the work as shall not have been terminated by the Department in compliance with all contractual requirements; and
g. Take such action as may be necessary, or as the Department may require, for the protection and preservation of the property related to this Agreement which is in the possession of the Subrecipient and in which the Department has or may acquire an interest.

A.34 UTILIZATION OF MINORITY AND WOMEN BUSINESS ENTERPRISES (MWBE)
The Subrecipient is encouraged to utilize business firms that are certified as minority-owned and/or women-owned in carrying out the purposes of this Agreement. The Subrecipient may set utilization standards, based upon local conditions or may utilize the state of Washington MWBE goals, as identified in WAC 326-30-041.

A.35 VENUE
This Agreement shall be construed and enforced in accordance with, and the validity and performance shall be governed by, the laws of the state of Washington. Venue of any suit between the parties arising out of this Agreement shall be the Superior Court of Thurston County, Washington. The Subrecipient, by execution of this Agreement acknowledges the jurisdiction of the courts of the State of Washington.

A.36 WAIVERS
No conditions or provisions of this Agreement can be waived unless approved in advance by the Department in writing. The Department's failure to insist upon strict performance of any provision of the Agreement or to exercise any right based upon a breach thereof, or the acceptance of any performance during such breach, shall not constitute a waiver of any right under this Agreement.
## WORK PLAN

#### FY 2018 Emergency Management Performance Grant

<table>
<thead>
<tr>
<th>Program Area #1</th>
<th>Preparedness/Public Outreach</th>
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</thead>
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<tr>
<td><strong>WORK PLANNED</strong></td>
<td><strong>WHY THE WORK IS BEING DONE</strong></td>
</tr>
<tr>
<td>1</td>
<td>Continue Preparedness/Public Outreach efforts:</td>
</tr>
<tr>
<td>- Publish a bi-monthly newsletter to disseminate the agency preparedness and prevention themes and provide preparedness information to the public. PCEMA is working toward increasing the number of subscribers to the newsletter by a minimum of 10%.</td>
<td></td>
</tr>
<tr>
<td>- Complete monthly training on the emergency notification system and train other county staff as appropriate.</td>
<td></td>
</tr>
<tr>
<td>- Conduct intermittent exercises using the emergency notification system.</td>
<td></td>
</tr>
<tr>
<td>- Conduct county-wide &quot;ShakeOut&quot; drill.</td>
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<table>
<thead>
<tr>
<th>Program Area #2</th>
<th>Training</th>
</tr>
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<tr>
<td><strong>WORK PLANNED</strong></td>
<td><strong>WHY THE WORK IS BEING DONE</strong></td>
</tr>
<tr>
<td>1</td>
<td>Attend: WSERA Conference. Partners in Preparedness Conference. Other training as necessary and appropriate.</td>
</tr>
<tr>
<td>2</td>
<td>Conduct quarterly EOC Exercises.</td>
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<tr>
<th>Program Area #3</th>
<th>EOC Upgrades</th>
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<td><strong>WORK PLANNED</strong></td>
<td><strong>WHY THE WORK IS BEING DONE</strong></td>
</tr>
<tr>
<td>1</td>
<td>Move the Emergency Management Directors Office and Emergency Operations Center to a larger, more suitable area within the existing building.</td>
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<tr>
<td></td>
<td>WORK PLANNED</td>
</tr>
<tr>
<td>---</td>
<td>-------------------------------------------------------------------------------</td>
</tr>
<tr>
<td>1</td>
<td>Maintain Continuity of Operations Plans/Continuity of Government Plans (COOP/COG) for Pacific County, as well as the four municipalities that exist within Pacific County.</td>
</tr>
<tr>
<td>2</td>
<td>Conduct bi-monthly planning workshops and update the Pacific County Comprehensive Emergency Management Plan (CEMP) and Emergency Support Functions (ESFs) annexes.</td>
</tr>
<tr>
<td>DATE</td>
<td>TASK</td>
</tr>
<tr>
<td>--------------------</td>
<td>----------------------------------------------------------------------</td>
</tr>
<tr>
<td>June 1, 2018</td>
<td>Grant Agreement Start Date</td>
</tr>
<tr>
<td>April 30, 2019</td>
<td>Submit reimbursement request</td>
</tr>
<tr>
<td>August 31, 2019</td>
<td>Grant Agreement End Date</td>
</tr>
<tr>
<td>October 15, 2019</td>
<td>Submit final reimbursement request, final report, training requirement report, and/or other deliverables.</td>
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</tbody>
</table>
The Subrecipient will provide a match of $19,500 of non-federal origin, 50% of the total project cost (local budget plus EMPG award).

Cumulative transfers to budget categories in excess of 10% of the Grant Agreement Amount will not be reimbursed without prior written authorization from the Department.

Funding Source: U.S. Department of Homeland Security - PI# 783PT – EMPG
Dear Bret Daugherty:

Congratulations, on behalf of the Department of Homeland Security, your application for financial assistance submitted under the Fiscal Year (FY) 2018 Emergency Management Performance Grants has been approved in the amount of $7,345,832.00. As a condition of this award, you are required to contribute a cost match in the amount of $7,345,832.00 of non-Federal funds, or 50 percent of the total approved project costs of $14,691,664.00.

Before you request and receive any of the Federal funds awarded to you, you must establish acceptance of the award. By accepting this award, you acknowledge that the terms of the following documents are incorporated into the terms of your award:

- Agreement Articles (attached to this Award Letter)
- Obligating Document (attached to this Award Letter)

Please make sure you read, understand, and maintain a copy of these documents in your official file for this award.

In order to establish acceptance of the award and its terms, please follow these instructions:

Step 1: Please log in to the ND Grants system at https://portal.fema.gov.

Step 2: After logging in, you will see the Home page with a Pending Tasks menu. Click on the Pending Tasks menu, select the Application sub-menu, and then click the link for "Award Offer Review" tasks. This link will navigate you to Award Packages that are pending review.

Step 3: Click the Review Award Package icon (wrench) to review the Award Package and accept or decline the award. Please save or print the Award Package for your records.

System for Award Management (SAM): Grant recipients are to keep all of their information up to date in SAM, in particular, your organization's name, address, DUNS number, EIN and banking information. Please ensure that the DUNS number used in SAM is the same one used to apply for all FEMA awards. Future payments will be contingent on the information provided in the SAM; therefore, it is imperative that the information is correct. The System for Award Management is located at http://www.sam.gov.

If you have any questions or have updated your information in SAM, please let your Grants Management Specialist (GMS) know as soon as possible. This will help us to make the necessary updates and avoid any interruptions in the payment process.
CHRISTINE MARIE JONIERTZ TRISLER Regional Administrator
AGREEMENT ARTICLES
Emergency Management Performance Grants

GRANTEE: Washington Military Department
PROGRAM: Emergency Management Performance Grants

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Article XXXIX  Acceptance of Post Award Changes

Article XL  Disposition of Equipment Acquired Under the Federal Award

Article XLI  Prior Approval for Modification of Approved Budget

Article I - Whistleblower Protection Act

Recipients must comply with the statutory requirements for whistleblower protections (if applicable) at 10 U.S.C Section 2409, 41 U.S.C. 4712, and 10 U.S.C. Section 2324, 41 U.S.C. Sections 4304 and 4310.

Article II - Use of DHS Seal, Logo and Flags

Recipients must obtain permission from their DHS FAO, prior to using the DHS seal(s), logos, crests or reproductions of flags or likenesses of DHS agency officials, including use of the United States Coast Guard seal, logo, crests or reproductions of flags or likenesses of Coast Guard officials.

Article III - USA Patriot Act of 2001

Recipients must comply with requirements of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act (USA PATRIOT Act), which amends 18 U.S.C. Sections 175-175c.

Article IV - Universal Identifier and System of Award Management (SAM)

Recipients are required to comply with the requirements set forth in the government-wide financial assistance award term regarding the System for Award Management and Universal Identifier Requirements located at 2 C.F.R. Part 25, Appendix A.

Article V - Reporting of Matters Related to Recipient Integrity and Performance

If the total value of the recipient's currently active grants, cooperative agreements, and procurement contracts from all federal assistance offices exceeds $10,000,000 for any period of time during the period of performance of this federal financial assistance award, the recipient must comply with the requirements set forth in the government-wide Award Term and Condition for Recipient Integrity and Performance Matters located at 2 C.F.R. Part 200, Appendix XII, the full text of which is incorporated here by reference in the award terms and conditions.

Article VI - Rehabilitation Act of 1973

Recipients must comply with the requirements of Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. Section 794), as amended, which provides that no otherwise qualified handicapped individuals in the United States will, solely by reason of the handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

Article VII - Trafficking Victims Protection Act of 2000

Recipients must comply with the requirements of the government-wide award term which implements Section 106(g) of the Trafficking Victims Protection Act of 2000, (TVPA) as amended by 22 U.S.C. Section 7104. The award term is located at 2 C.F.R. Section 175.15, the full text of which is incorporated here by reference.

Article VIII - Terrorist Financing

Recipients must comply with E.O. 13224 and U.S. law that prohibit transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. Recipients are legally responsible to ensure compliance with the Order and laws.
Article IX - SAFECOM

Recipients receiving federal financial assistance awards made under programs that provide emergency communication equipment and its related activities must comply with the SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications.

Article X - Reporting Subawards and Executive Compensation

Recipients are required to comply with the requirements set forth in the government-wide Award Term on Reporting Subawards and Executive Compensation located at 2 C.F.R. Part 170, Appendix A, the full text of which is incorporated here by reference in the award terms and conditions.

Article XI - Procurement of Recovered Materials

Recipients 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.

Article XII - Patents and Intellectual Property Rights

Unless otherwise provided by law, recipients are subject to the Bayh-Dole Act, Pub. L. No. 96-517, as amended, and codified in 35 U.S.C. Section 200 et seq. All recipients are subject to the specific requirements governing the development, reporting, and disposition of rights to inventions and patents resulting from federal financial assistance awards located at 37 C.F.R. Part 401 and the standard patent rights clause located at 37 C.F.R. Section 401.14.

Article XIII - Notice of Funding Opportunity Requirements

All of the instructions, guidance, limitations, and other conditions set forth in the Notice of Funding Opportunity (NOFO) for this program are incorporated here by reference in the award terms and conditions. Recipients must comply with any such requirements set forth in the program NOFO.

Article XIV - Non-supplanting Requirement

Recipients receiving federal financial assistance awards made under programs that prohibit supplanting by law must ensure that federal funds do not replace (supplant) funds that have been budgeted for the same purpose through non-federal sources.

Article XV - Lobbying Prohibitions

Recipients must comply with 31 U.S.C. Section 1352, which provides that none of the funds provided under an federal financial assistance award may be expended by the recipient to pay any person to influence, or attempt to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any federal action related to a federal award or contract, including any extension, continuation, renewal, amendment, or modification.

Article XVI - Limited English Proficiency (Civil Rights Act of 1964, Title VI)

Recipients must comply with the Title VI of the Civil Rights Act of 1964 (42 U.S.C. Section 2000d et seq.) prohibition against discrimination on the basis of national origin, which requires that recipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services. For additional assistance and information regarding language access obligations, please refer to the DHS Recipient Guidance https://www.dhs.gov/guidance-published-help-department-supported-organizations-provide-meaningful-access-people-limited and additional resources on http://www.lep.gov.

Article XVII - Hotel and Motel Fire Safety Act of 1990

Article XVIII - Fly America Act of 1974

Recipients must comply with Preference for U.S. Flag Air Carriers (air carriers holding certificates under 49 U.S.C. Section 41102) for international air transportation of people and property to the extent that such service is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974 (49 U.S.C. Section 40118) and the interpretive guidelines issued by the Comptroller General of the United States in the March 31, 1981 amendment to Comptroller General Decision B-138942.

Article XIX - Best Practices for Collection and Use of Personally Identifiable Information (PII)

Recipients who collect PII are required to have a publicly-available privacy policy that describes standards on the usage and maintenance of PII they collect. DHS defines personally identifiable information (PII) as any information that permits the identity of an individual to be directly or indirectly inferred, including any information that is linked or linkable to that individual. Recipients may also find the DHS Privacy Impact Assessments: Privacy Guidance and Privacy template as useful resources respectively.

Article XX - Americans with Disabilities Act of 1990

Recipients must comply with the requirements of Titles I, II, and III of the Americans with Disabilities Act, which prohibits recipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities. (42 U.S.C. Sections 12101- 12213).

Article XXI - Age Discrimination Act of 1975

Recipients must comply with the requirements of the Age Discrimination Act of 1975 (Title 42 U.S. Code, Section 6101 et seq.), which prohibits discrimination on the basis of age in any program or activity receiving federal financial assistance.

Article XXII - Activities Conducted Abroad

Recipients must ensure that project activities carried on outside the United States are coordinated as necessary with appropriate government authorities and that appropriate licenses, permits, or approvals are obtained.

Article XXIII - Acknowledgment of Federal Funding from DHS

Recipients must acknowledge their use of federal funding when issuing statements, press releases, requests for proposals, bid invitations, and other documents describing projects or programs funded in whole or in part with federal funds.

Article XXIV - Federal Leadership on Reducing Text Messaging while Driving

Recipients are encouraged to adopt and enforce policies that ban text messaging while driving as described in E.O. 13513, including conducting initiatives described in Section 3(a) of the Order when on official government business or when performing any work for or on behalf of the federal government.

Article XXV - Federal Debt Status

Recipients are required to be non-delinquent in their repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. (See OMB Circular A-122.)

Article XXVI - False Claims Act and Program Fraud Civil Remedies

Recipients must comply with the requirements of The False Claims Act (31 U.S.C. Section 3729-3733) which prohibits the submission of false or fraudulent claims for payment to the federal government. (See 31 U.S.C. Section 3801-3812 which details the administrative remedies for false claims and statements made.)

Article XXVII - Energy Policy and Conservation Act

Recipients must comply with the requirements of The Energy Policy and Conservation Act (42 U.S.C. Section 6201) which contain policies relating to energy efficiency that are defined in the state energy conservation plan issued in compliance with this Act.
Article XXVIII - Education Amendments of 1972 (Equal Opportunity in Education Act) - Title IX

Recipients must comply with the requirements of Title IX of the Education Amendments of 1972 (20 U.S.C. Section 1681 et seq.), which provide that no person in the United States will, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subject to discrimination under any educational program or activity receiving federal financial assistance. DHS implementing regulations are codified at 6 C.F.R. Part 17 and 44 C.F.R. Part 18.

Article XXIX - Duplication of Benefits

Any cost allocable to a particular federal financial assistance award provided for in 2 C.F.R. Part 200, Subpart E, may not be charged to other federal financial assistance awards to overcome fund deficiencies, to avoid restrictions imposed by federal statutes, regulations, or federal financial assistance award terms and conditions, or for other reasons. However, these prohibitions would not preclude recipients from shifting costs that are allowable under two or more awards in accordance with existing federal statutes, regulations, or the federal financial assistance award terms and conditions.

Article XXX - Drug-Free Workplace Regulations

Recipients must comply with drug-free workplace requirements in Subpart B (or Subpart C, if the recipient is an individual) of 2 CFR part 3001, which adopts the Government-wide implementation (2 CFR part 182) of sec. 5152-5158 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D, 41 U.S.C. 8101).

Article XXXI - Debarment and Suspension

Recipients are subject to the non-procurement debarment and suspension regulations implementing Executive Orders (E.O.) 12549 and 12689, and 2 C.F.R. Part 180. These regulations restrict federal financial assistance awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs or activities.

Article XXXII - Copyright

Recipients must affix the applicable copyright notices of 17 U.S.C. Sections 401 or 402 and an acknowledgement of U.S. Government sponsorship (including the award number) to any work first produced under federal financial assistance awards.

Article XXXIII - Civil Rights Act of 1968

Recipients must comply with Title VIII of the Civil Rights Act of 1968, which prohibits recipients from discriminating in the sale, rental, financing, and advertising of dwellings, or in the provision of services in connection therewith, on the basis of race, color, national origin, religion, disability, familial status, and sex (See 42 U.S.C. Section 3601 et seq.), as implemented by the Department of Housing and Urban Development at 24 C.F.R. Part 100. The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units—i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators)—be designed and constructed with certain accessible features. (See 24 C.F.R. Section 100.201.)

Article XXXIV - Civil Rights Act of 1964 - Title VI

Recipients must comply with the requirements of Title VI of the Civil Rights Act of 1964 (42 U.S.C. Section 2000d et seq.), which provides that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subject to discrimination under any program or activity receiving federal financial assistance. DHS implementing regulations for the Act are found at 6 C.F.R. Part 21 and 44 C.F.R. Part 7.

Article XXXV - DHS Specific Acknowledgements and Assurances

All recipients, subrecipients, successors, transferees, and assignees must acknowledge and agree to comply with applicable provisions governing DHS access to records, accounts, documents, information, facilities, and staff.

1. Recipients must cooperate with any compliance reviews or compliance investigations conducted by DHS.

2. Recipients must give DHS access to, and the right to examine and copy, records, accounts, and other documents and sources of information related to the federal financial assistance award and permit access to facilities, personnel, and other
individuals and information as may be necessary, as required by DHS regulations and other applicable laws or program guidance.

3. Recipients must submit timely, complete, and accurate reports to the appropriate DHS officials and maintain appropriate backup documentation to support the reports.

4. Recipients must comply with all other special reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.

5. If, during the past three years, recipients have been accused of discrimination on the grounds of race, color, national origin (including limited English proficiency (LEP)), sex, age, disability, religion, or familial status, recipients must provide a list of all such proceedings, pending or completed, including outcome and copies of settlement agreements to the DHS FAO and the DHS Office of Civil Rights and Civil Liberties (CRCL) by e-mail at crol@dhs.gov or by mail at U.S. Department of Homeland Security Office for Civil Rights and Civil Liberties Building 410, Mail Stop #0190 Washington, D.C. 20528.

6. In the event courts or administrative agencies make a finding of discrimination on grounds of race, color, national origin (including LEP), sex, age, disability, religion, or familial status against the recipient, or recipients settle a case or matter alleging such discrimination, recipients must forward a copy of the complaint and findings to the DHS FAO and the CRCL office by e-mail or mail at the addresses listed above.

The United States has the right to seek judicial enforcement of these obligations.

Article XXXVI - Assurances, Administrative Requirements, Cost Principles, and Audit Requirements

DHS financial assistance recipients must complete either the OMB Standard Form 424B Assurances - Non-Construction Programs, or OMB Standard Form 424D Assurances - Construction Programs as applicable. Certain assurances in these documents may not be applicable to your program, and the DHS financial assistance office (DHS FAO) may require applicants to certify additional assurances. Applicants are required to fill out the assurances applicable to their program as instructed by the awarding agency. Please contact the DHS FAO if you have any questions.

DHS financial assistance recipients are required to follow the applicable provisions of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards located at Title 2, Code of Federal Regulations, Part 200, and adopted by DHS at 2 C.F.R. Part 3002.

Article XXXVII - National Environmental Policy Act

Recipients must comply with the requirements of the National Environmental Policy Act (NEPA) and the Council on Environmental Quality (CEQ) Regulations for Implementing the Procedural Provisions of NEPA, which requires recipients to use all practicable means within their authority, and consistent with other essential considerations of national policy, to create and maintain conditions under which people and nature can exist in productive harmony and fulfill the social, economic, and other needs of present and future generations of Americans.

Article XXXVIII - Nondiscrimination in Matters Pertaining to Faith-Based Organizations

It is DHS policy to ensure the equal treatment of faith-based organizations in social service programs administered or supported by DHS or its component agencies, enabling those organizations to participate in providing important social services to beneficiaries. Recipients must comply with the equal treatment policies and requirements contained in 8 C.F.R. Part 19 and other applicable statues, regulations, and guidance governing the participations of faith-based organizations in individual DHS programs.

Article XXXIX - Acceptance of Post Award Changes

In the event FEMA determines that changes are necessary to the award document after an award has been made, including changes to period of performance or terms and conditions, recipients will be notified of the changes in writing. Once notification has been made, any subsequent request for funds will indicate recipient acceptance of the changes to the award. Please call the FEMA/GSM Call Center at (866) 927-5646 or via e-mail to ASK-GSM@dhs.gov if you have any questions.

Article XL - Disposition of Equipment Acquired Under the Federal Award
When original or replacement equipment acquired under this award by the recipient or its sub-recipients is no longer needed for the original project or program or for other activities currently or previously supported by DHS/FEMA, you must request instructions from DHS/FEMA to make proper disposition of the equipment pursuant to 2 C.F.R. Section 200.313.

Article XLI - Prior Approval for Modification of Approved Budget

Before making any change to the DHS/FEMA approved budget for this award, you must request prior written approval from DHS/FEMA where required by 2 C.F.R. Section 200.306. For awards with an approved budget greater than the simplified acquisition threshold as defined at 2 C.F.R Section 200.88 (currently $250,000), you may not transfer funds among direct cost categories, programs, functions, or activities without prior written approval from DHS/FEMA where the cumulative amount of such transfers exceeds or is expected to exceed ten percent (10%) of the total budget DHS/FEMA last approved. You must report any deviations from your DHS/FEMA approved budget in the first Federal Financial Report (SF-425) you submit following any budget deviation, regardless of whether the budget deviation requires prior written approval.

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<tr>
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<tbody>
<tr>
<td>Personnel</td>
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<td>Fringe Benefits</td>
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<td>Construction</td>
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<td>Indirect Charges</td>
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<td>Other</td>
<td>$0.00</td>
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### Obligating Document for Award/Amendment

<table>
<thead>
<tr>
<th>1. AGREEMENT NO.</th>
<th>2. AMENDMENT NO.</th>
<th>3. RECIPIENT NO.</th>
<th>4. TYPE OF ACTION AWARD</th>
<th>5. CONTROL NO.</th>
</tr>
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</table>

<table>
<thead>
<tr>
<th>6. RECIPIENT NAME AND ADDRESS</th>
<th>7. ISSUING FEMA OFFICE AND ADDRESS</th>
<th>8. PAYMENT OFFICE AND ADDRESS</th>
</tr>
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<tbody>
<tr>
<td>Washington Military Department</td>
<td>FEMA-GPD</td>
<td>FEMA Finance Center</td>
</tr>
<tr>
<td>Building 20</td>
<td>400 C Street, SW, 3rd floor</td>
<td>430 Market Street</td>
</tr>
<tr>
<td>Camp Murray, WA, 98430 - 5122</td>
<td>Washington, DC 20472-3645</td>
<td>Winchester, VA 22603</td>
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<tr>
<td></td>
<td>POC: 866-927-5646</td>
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<table>
<thead>
<tr>
<th>9. NAME OF RECIPIENT PROJECT OFFICER</th>
<th>PHONE NO.</th>
<th>10. NAME OF FEMA PROJECT COORDINATOR</th>
</tr>
</thead>
<tbody>
<tr>
<td>Tirzah Kincheloe</td>
<td>2535127456</td>
<td>Central Scheduling and Information Desk</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Phone: 800-368-6498 Email: <a href="mailto:Askcicid@dhs.gov">Askcicid@dhs.gov</a></td>
</tr>
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</table>

<table>
<thead>
<tr>
<th>11. EFFECTIVE DATE OF THIS ACTION</th>
<th>12. METHOD OF PAYMENT PARS</th>
<th>13. ASSISTANCE ARRANGEMENT</th>
<th>14. PERFORMANCE PERIOD</th>
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<tr>
<td>10/01/2017</td>
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<td>Cost Reimbursement</td>
<td>From: 10/01/2017 To: 09/30/2019</td>
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<td>Budget Period</td>
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<table>
<thead>
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<th>15. DESCRIPTION OF ACTION</th>
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<tbody>
<tr>
<td>a. (Indicate funding data for awards or financial changes)</td>
</tr>
<tr>
<td>PROGRAM NAME</td>
</tr>
<tr>
<td>----------------</td>
</tr>
<tr>
<td>Emergency Management Performance Grants</td>
</tr>
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</table>

**TOTALS**

|        | $0.00 | $7,345,832.00 | $7,345,832.00 | $7,345,832.00 |

| 16. a. FOR NON-DISASTER PROGRAMS: RECIPIENT IS REQUIRED TO SIGN AND RETURN THREE (3) COPIES OF THIS DOCUMENT TO FEMA (See Block 7 for address) |
| Emergency Management Performance Grants recipients are not required to sign and return copies of this document. However, recipients should print and keep a copy of this document for their records. |
| **16b. FOR DISASTER PROGRAMS: RECIPIENT IS NOT REQUIRED TO SIGN** |
| This assistance is subject to terms and conditions attached to this award notice or by incorporated reference in program legislation cited above. |

<table>
<thead>
<tr>
<th>17. RECIPIENT SIGNATORY OFFICIAL (Name and Title)</th>
<th>DATE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Tirzah Kincheloe, Mrs</td>
<td>Wed Sep 05 00:20:54 GMT 2018</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>18. FEMA SIGNATORY OFFICIAL (Name and Title)</th>
<th>DATE</th>
</tr>
</thead>
<tbody>
<tr>
<td>KIMBERLY ERIN PENFOLD, Assistance Officer</td>
<td>Fri Aug 17 16:37:29 GMT 2018</td>
</tr>
</tbody>
</table>
### SIGNATURE AUTHORIZATION FORM

WASHINGTON STATE MILITARY DEPARTMENT  
Camp Murray, Washington 98430-5122  

*Please read instructions on reverse side before completing this form.*

<table>
<thead>
<tr>
<th>NAME OF ORGANIZATION</th>
<th>DATE SUBMITTED</th>
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</thead>
<tbody>
<tr>
<td>County of Pacific</td>
<td>11/27/2018</td>
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<table>
<thead>
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<tbody>
<tr>
<td>FY 18 EMPG</td>
<td>E19-144</td>
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### 1. AUTHORIZING AUTHORITY

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<tr>
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<td>Lisa Olsen</td>
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</tr>
<tr>
<td></td>
<td>Frank Wolfe</td>
<td>Commissioner, 2017-2020</td>
</tr>
<tr>
<td></td>
<td>Lisa Ayers</td>
<td>Commissioner, 2015-2018</td>
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### 2. AUTHORIZED TO SIGN CONTRACTS/CONTRACT AMENDMENTS

<table>
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<tr>
<th>SIGNATURE</th>
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<th>TITLE</th>
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<td>Commissioner, 2015-2018</td>
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### 3. AUTHORIZED TO SIGN REQUESTS FOR REIMBURSEMENT

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<tbody>
<tr>
<td></td>
<td>Scott McDougall</td>
<td>PCEMA Director</td>
</tr>
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</table>
AGENDA REQUEST FORM

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

<table>
<thead>
<tr>
<th>Action</th>
<th>Initial</th>
<th>Date</th>
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<tbody>
<tr>
<td>☐ APPROVED</td>
<td></td>
<td></td>
</tr>
<tr>
<td>☐ DENIED</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

☐ Subject to adequate budget appropriations

☐ No action taken/withdrawn ☐ Deferred to: ________________

☐ Continued to date: ________________ ☐ Time: ________________

☐ Other: ______________________________________________________

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: Sheriff’s Office
DIVISION (if applicable): PACCOM

OFFICIAL NAME & TITLE: Denise L. Rowlett
PHONE / EXT: 2293

SIGNATURE: Denise L Rowlett
DATE: 11/14/2018

NARRATIVE OF REQUEST

Please consider this advance notice that the may be a need for FMLA leave for a Sheriff's Office employee for a qualifying event. I estimate vacation/sick leave accruals will be exhausted o/a 12/18/2018 and FMLA leave will begin.

There may also be a need to solicit leave donations to be transferred to the employee for the purpose of the FMLA qualifying event.

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

Approve request for Family Medical Leave for a qualifying event and authorize Leave Credit Transfers and assign an expiration date of December 31, 2018
AGENDA REQUEST FORM

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

BOCC ACTION: ☐ APPROVED ☐ DENIED

Agenda Item #: 13

Initial: Date: 

☑ SUBJECT TO ADEQUATE BUDGET APPROPRIATIONS

☐ NO ACTION TAKEN/WITHDRAWN ☐ DEFERRED TO: 

☐ CONTINUED TO DATE: ☐ TIME: 

☐ OTHER: 

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: General Administration & Commissioners

DIVISION (if applicable):

OFFICIAL NAME & TITLE: Kelli D. Buchanan, Administrative Assistant

PHONE / EXT:

SIGNATURE: ___________________________ DATE: 11/9/18

NARRATIVE OF REQUEST

Request to purchase (2) Dell Latitude 5591 laptops within Fund 502.313 (ER&R Computer Reserve). These computers will replace Fixed Asset ID #3093 (Amanda’s Computer Workstation - Purchased 2/8/11) and Fixed Asset ID #3124 (Computer Workstation located in BOCC Mtg Rm w/ FTR System - Purchased 12/20/11). See attached Dell quote provided by Andy Seaman, DPW Computer Services.

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

Approve request to purchase two Dell Latitude laptop computers from Fund 502 in an amount not to exceed $3,100 including tax, subject to adequate budget appropriations.
PACIFIC COUNTY
INVENTORY ACQUISITION FORM

DEPARTMENT / OFFICE  Commissioners

LOCATION (i.e. Mary’s Office)  BOCC Mtg Rm w/FTR

EQUIPMENT DESCRIPTION  Dell Laptop

MODEL NUMBER  Latitude 5591

SERIAL NUMBER

IS THIS A REQUEST TO LEASE EQUIPMENT?  □ YES  □ NO
(If yes, prior approval is required. Attach the lease to this form and submit with an Agenda Request Form to the Clerk of the Board)

IS THIS PURCHASE INCLUDED IN THE CURRENT FISCAL YEAR BUDGET?
☑ YES  □ NO
(If yes, follow Section B of the Personal Property Inventory Procedures)
(If no, follow Section A of the Personal Property Inventory Procedures, and submit this form with an Agenda Request Form to the Clerk of the Board)

PURCHASED WITH FEDERAL GRANT?  □ YES  □ NO
If yes, please provide grant name/number

DATE ACQUIRED  ___________________  BY COMPETITIVE BID  □ YES  □ NO

VENDOR NAME  Dell

QUANTITY 1  (List price for each item below; include S&H and sales tax)

ITEM #1 $1,540.17  ITEM #2  ITEM #3

ITEM #4  ITEM #5  ITEM #6

---

THIS SECTION TO BE COMPLETED BY THE COMMISSIONERS’ OFFICE

Your request to purchase □ / lease □

in an amount not to exceed $ ____________________________ was approved by the Board

of County Commissioners at their regular/special meeting of ______________________, subject to

adequate budget appropriations.

☑ BUDGETED ITEM  Clerk of the Board/Deputy Clerk of the Board

Revised 5/2018
PACIFIC COUNTY
INVENTORY ACQUISITION FORM

DEPARTMENT / OFFICE General Administration

LOCATION (i.e. Mary's Office) Amanda

EQUIPMENT DESCRIPTION Dell Laptop

MODEL NUMBER Latitude 5591

SERIAL NUMBER

IS THIS A REQUEST TO LEASE EQUIPMENT? ☐ YES ☐ NO
(If yes, prior approval is required. Attach the lease to this form and submit with an Agenda Request Form to the Clerk of the Board)

IS THIS PURCHASE INCLUDED IN THE CURRENT FISCAL YEAR BUDGET?
☑ YES ☐ NO
(If yes, follow Section B of the Personal Property Inventory Procedures)
(If no, follow Section A of the Personal Property Inventory Procedures, and submit this form with an Agenda Request Form to the Clerk of the Board)

PURCHASED WITH FEDERAL GRANT? ☐ YES ☐ NO
If yes, please provide grant name/number

DATE ACQUIRED ____________________________ BY COMPETITIVE BID ☐ YES ☐ NO

VENDOR NAME Dell

QUANTITY 1 (List price for each item below; include S&H and sales tax)
ITEM #1 $1,540.17 ITEM #2 ITEM #3 ITEM #4 ITEM #5 ITEM #6

This section to be completed by the Commissioners' Office

Your request to purchase ☐ / lease ☐ in an amount not to exceed $______________________________ was approved by the Board of County Commissioners at their regular/special meeting of ____________________________, subject to adequate budget appropriations.

☑ BUDGETED ITEM

Clerk of the Board/Deputy Clerk of the Board

Revised 5/2018
### AGENDA REQUEST FORM

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

<table>
<thead>
<tr>
<th>BOCC ACTION:</th>
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<td>Initial:</td>
<td>Date:</td>
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<tr>
<td>[ ] SUBJECT TO ADEQUATE BUDGET APPROPRIATIONS</td>
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<td></td>
<td></td>
</tr>
<tr>
<td>[ ] NO ACTION TAKEN/WITHDRAWN</td>
<td>[ ] DEFERRED TO:</td>
<td>Review:</td>
<td>Clerk of the Board</td>
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<tr>
<td>[ ] CONTINUED TO DATE:</td>
<td>TIME:</td>
<td>[ ] Risk Mgmt</td>
<td>[ ] Legal Required</td>
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<td>[ ] OTHER:</td>
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</table>

**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:** General Administration

**DIVISION (if applicable):** Veterans

**OFFICIAL NAME & TITLE:** Amanda Bennett, Confidential Secretary

**PHONE / EXT:** 875-9334 x3334

**SIGNATURE:**

**DATE:** 11/9/2018

**NARRATIVE OF REQUEST**


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

BEFORE THE BOARD OF COUNTY COMMISSIONERS
PACIFIC COUNTY, WASHINGTON

RESOLUTION NO. 2018-__________

IN THE MATTER OF RE-ESTABLISHING A PROCEDURE FOR THE VETERANS
ASSISTANCE PROGRAM AND RESCINDING RESOLUTION NO. 2018-013
AND ANY AMENDMENTS THERETO

WHEREAS, the County has and will levy a tax as provided by RCW 73.08.080 to provide relief
to indigent veterans and their families as set forth in RCW 73.08.010; and

WHEREAS, there is a need to provide guidance to the veterans and Veteran Service
Organizations to properly access the Pacific County Veterans Assistance Program; and

WHEREAS, the attached Policies and Procedures will provide the necessary guidance to the
veterans and Veteran Service Organizations so as to not delay the relief; and

THEREFORE, IT IS HEREBY RESOLVED that the Pacific County Veterans Assistance
Program Policies and Procedures attached to this Resolution are hereby adopted and Resolution
No. 2018-013 and any amendments are hereby repealed.

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 COUNTY COMMISSIONERS
PACIFIC COUNTY, WASHINGTON

____________________________________
Lisa Olsen, Chairman

____________________________________
Frank Wolfe, Commissioner

ATTEST

____________________________________
Lisa Ayers, Commissioner

____________________________________
Marie Guernsey, Clerk of the Board
SECTION 1. STATEMENT OF POLICY

The purpose of the Pacific County Veterans’ Assistance Program is to provide for the relief of indigent veterans and their families. The intent of the Veterans’ Assistance Program is to provide model programs that benefit veterans and family members facing financial hardship.

SECTION 2. FUNDS GENERATED

The Veterans’ Assistance Program funding is generated from a tax levied by the Pacific County Board of County Commissioners in accordance with RCW 73.08.080.

SECTION 3. PROGRAM ASSISTANCE

Only eligible veterans and family members of veterans may receive assistance from the Veterans’ Assistance Program. The eligible veteran or family member must have a financial need and must provide documentation proving their need for assistance from the Program.

SECTION 4. MEETING PLACE RENTAL

As authorized by RCW 73.04.080, meeting place rental is allowable for a maximum of $500 per calendar year to those veteran organizations that file a proper claim voucher with the Pacific County Auditor’s Office.

SECTION 5. FINANCIAL ASSISTANCE

A. ELIGIBILITY

In order to receive the types of financial assistance as provided in Section 10, up to the maximum per type per calendar year from the Veterans’ Assistance Program, the veteran or family member must meet the eligibility criteria outlined in this section. Veterans or eligible family members must provide documentation verifying eligibility for assistance.
B. VETERAN AND FAMILY MEMBER STATUS

To receive assistance from the Veterans’ Assistance Program, an applicant must either be a veteran as defined in RCW 73.08.005(5)(a)[, RCW 41.04.005, or RCW 41.04.007,] or a family member as defined in RCW 73.08.005(2):

(5)(a) "Veteran" means:
(i) A person who served in the active military, naval, or air service; a member of the women's air forces service pilots during World War II; a United States documented merchant mariner with service aboard an oceangoing vessel operated by the war shipping administration; the office of defense transportation, or their agents, from December 7, 1941, through December 31, 1946; or a civil service crewmember with service aboard a United States army transport service or United States naval transportation service vessel in oceangoing service from December 7, 1941, through December 31, 1946, who meets one of the following criteria:
(A) Served on active duty for at least one hundred eighty days and who was released with an honorable discharge;
(B) Received an honorable or general under honorable characterization of service with a medical reason for separation for a condition listed as non-existed prior to service, regardless of number of days served; or
(C) Received an honorable discharge and has received a rating for a service connected disability from the United States department of veterans affairs regardless of number of days served;
(ii) A current member honorably serving in the armed forces reserve or national guard who has been activated by presidential call up for purposes other than training;
(iii) A former member of the armed forces reserve or national guard who has fulfilled his or her initial military service obligation and was released with an honorable discharge;
(iv) A former member of the armed forces reserve or national guard who does not have over one hundred seventy-nine days of active duty service, but meets the federal definition of a veteran having completed twenty years of service.
(2) "Family" means the spouse or domestic partner, surviving spouse, surviving domestic partner, and dependent children of a living or deceased veteran, or a service member who was killed in the line of duty regardless of the number of days served.

C. RESIDENCY

Applicants must have been residents of Washington State for at least twelve months immediately prior to obtaining assistance from the Veterans’ Assistance Program.

Applicants must have been residents of Pacific County for at least four months immediately prior to obtaining assistance from the Veterans’ Assistance Program. Post office boxes cannot be used to establish residency.

Pacific County Veterans Assistance Program Policies and Procedures Updated 11/2018
D. INDIGENCE

Applicants must be indigent. One or more of the following definitions shall be used to determine if an applicant is indigent as defined by RCW 73.08.005:

1. Receiving one of the following types of public assistance: Temporary assistance for needy families, aged, blind, or disabled assistance benefits, pregnant women assistance benefits, poverty-related veterans' benefits, food stamps or food stamp benefits transferred electronically, refugee resettlement benefits, Medicaid, medical care services, or supplemental security income.

2. Receiving an annual income, after taxes, of up to one hundred fifty percent or less of the current federally established poverty level, or receiving an annual income not exceeding a higher qualifying income established by the county legislative authority.

3. Unable to pay reasonable costs for shelter, food, utilities, and transportation because his or her available funds are insufficient.

Income includes all funds received by the applicant and their spouse or domestic partner, and all other individuals who will benefit from the assistance.

Examples of included income, which must be reported on the Veterans' Assistance Program application for the purpose of determining income eligibility, are as follows:

- money, wages and salaries after any deductions;
- net receipts from self-employment;
- savings;
- worker's compensation;
- CDs, annuities, other financial instruments;
- unemployment compensation;
- child support;
- social security other than supplemental security income;
- foster child payments;
- tax refunds, gifts, loans, lump-sum inheritance, one-time insurance payments or compensation for injury or death;
- dependency and indemnity compensation for service-connected death;
- educational assistance benefits (including veterans' educational assistance benefits not paid directly to the school for tuition and books), vocational rehabilitation subsistence allowance, and work-study benefits (including veterans' work-study benefits);
- alimony;
- veterans' compensation and disability
- Military family allotments or other regular support from an absent family member or someone not living in the household;
- Retirement;
- pension (including veterans' pension) and annuities;
- insurance payments;
- dividends, interest, and periodic receipts from estates or trusts;
- labor and industries payments;

Proof of **ALL** income must be attached to the Veterans Relief Application.

Applicants who report no income for the previous 31 days must provide additional documentation showing their means of support and verification showing they have applied for assistance from other government agencies and social service programs deemed appropriate by the Veterans Assistance Program staff.

**SECTION 6. ASSISTANCE PROVIDED**

**A. APPLICANT RESPONSIBILITIES**

✓ **The applicant must:**

1. Complete the Application for Veteran’s Relief Form.
2. Have received an honorable discharge.
3. Attach a copy of their Official Letter of Discharge or DD-214.
4. Attach the original unpaid invoices and/or bills. Payment will not be issued to the Veteran.
5. Provide documentation of all income.
6. Provide all supporting documentation proving eligibility for assistance.

**B. VETERANS SERVICE ORGANIZATIONS (VSO) RESPONSIBILITIES**

✓ **The VSO must:**

1. Review the Application for completeness and eligibility.
2. Interview the claimant and complete the Veteran Relief Program Interview for Assistance Form.
3. Complete the Recommendation for Relief Form.
4. Ensure all the required Applicant Responsibilities provided above are complete.
5. Obtain authorized Officers Signatures.
   a. Authorized Officer Signatures of any post, camp, or chapter of any national organization of veterans are to be placed on file with the Clerk of the Board.
6. Provide the completed application to the Board of County Commissioners for auditing and payment.

**SECTION 7. AUDITING AND PAYMENT**

All applications received for assistance will be audited to ensure all requirements of the Program are met. Once completed, the application will be submitted for approval by the Chairman of the Board of Pacific County Commissioners. Full board approval is required for a request exceeding allowances specified in Section 10: Types of Financial Assistance, by 20% or more. Upon approval, the application will be forwarded to the Pacific County Auditor’s Office for payment(s). Lost or stolen payments may not be reissued.

Pacific County Veterans Assistance Program Policies and Procedures Updated 11/2018
SECTION 8. CERTIFICATION
Applicants applying for assistance are required to sign a statement certifying that the information provided is complete and accurate and that if discovered to be otherwise the applicant shall be denied assistance from the Program.

SECTION 9. FINANCIAL ASSISTANCE

Financial assistance may be provided to eligible veterans and eligible family members to assist with needs such as rent, food, transportation, utilities and burial/cremation assistance as outlined in Section 10. It is not the intent of this program to provide a maximum entitlement. Funds will be disbursed based on the allowances specific to the type of assistance requested.

SECTION 10. TYPES OF FINANCIAL ASSISTANCE

A. RENT OR MORTGAGE ASSISTANCE

Eligible veterans or family members may receive up to $600.00 assistance with past due rent, first and last month’s rent, past due mortgage payments, or nonrefundable deposits on the applicant’s residence.

The applicant must provide a written rental agreement or documents proving ownership of the property. The veteran or eligible family member must be able to sustain rent or mortgage payments in the months to come.

Payments for rental assistance will be paid directly to the property owner, property management company or the owner’s legal representative. Payments will not be made to family members.

Past due rent will be paid only for the applicant’s primary residence. Veterans or eligible family members who share a residence with the property owner may receive half of the applicant’s share of rent with a maximum of $350.00 in a twelve-month period of time.

Mortgage payments will be made directly to the mortgage lender and will only be paid for the applicant’s primary residence.

B. UTILITIES

Eligible veterans or family members may receive up to $350.00 assistance with utilities.

Eligible veterans or family members may receive assistance with utilities, including power, water, garbage and propane. Other utility services such as cable or internet services will not be paid.

The applicant must provide a utility bill, a shut-off notice or letter of impending disconnection from the power, water or garbage company showing the current

Pacific County Veterans Assistance Program Policies and Procedures Updated 11/2018
amount owed. Payment shall be made directly to the utility company and may include shut-off and reconnection fees.

Payment shall be made to an account in the veteran or eligible family member’s name only. Utilities shall only be paid for the residence where the veteran or eligible family member currently resides.

**C. TRANSPORTATION**

Eligible veterans or family members may receive up to $50.00 assistance with transportation.

Daily or monthly bus passes may be provided for transportation within Pacific County. Bus passes may be provided for transportation outside the county for visits to qualified local United States Department of Veterans Affairs’ medical facilities in Washington State. Assistance will not be provided for vehicle payments.

**D. FOOD**

Eligible veterans or family members may receive up to $150.00 assistance with food to participating grocery outlets located in Pacific County. Payments will not be made directly to the veteran.

**E. BURIAL/CREMATION ASSISTANCE**

As a last resource, eligible veterans or family members may receive assistance up to $800 provided for the burial or cremation of any deceased indigent veteran, widow of indigent veteran or dependent children of an indigent veteran, who dies without leaving means sufficient to defray funeral expenses. Documentation including a death certificate, Official Letter of Discharge or DD 214, invoice from the mortuary/funeral home showing the burial or cremation expenses, benefits received from other sources for burial/cremation and any out of pocket expenses paid must be provided in order to receive assistance from the Veterans’ Assistance Program. The family member requesting assistance that all other sources have been exhausted must sign a declaration.

**SECTION 11. DENIAL OF SERVICES**

Pacific County has the right to deny applications that do not meet the requirements included in this policy.

**SECTION 12. FRAUD, CRIMINAL ACTIVITY OR MISUSE OF FUNDS**

If it is determined that the applicant provided false information or that fraud, criminal activity or misuse of funds has occurred, the veteran or family member may be ineligible to receive assistance from the Veterans’ Assistance Program for Pacific County Veterans Assistance Program Policies and Procedures Updated 11/2018
up to 10 years. Pacific County will seek to prosecute individuals where there is evidence of fraudulent claims for assistance.

SECTION 13. SEVERABILITY

If any provision of these policies and procedures or their application to any particular person or circumstance is held to be invalid, illegal or unenforceable, the remaining provisions and their application to other persons or circumstances shall not be affected.

SECTION 14. PACIFIC COUNTY VETERAN’S ASSISTANCE PROGRAM INDIGENT GUIDELINES

The U.S. Department of Health and Human Services supplies indigent guidelines used to determine financial eligibility for this program in the Federal Register. The guidelines are updated annually and may be found by visiting https://aspe.hhs.gov/poverty-guidelines. To ensure your indigence, we highly recommend that you refer to these guidelines when applying for the Veterans Assistance Program.
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 #: 15

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: Board of County Commissioners

DIVISION (if applicable): ________________________

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

PHONE / EXT: ________________________

SIGNATURE: ________________________

DATE: 11/15/2018

NARRATIVE OF REQUEST

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

Approve Customer Authorization to Share Messaging Data with US Cellular for the implementation of SMARSH and authorize Clerk of the Board to sign
Customer Authorization to Share Messaging Data

The undersigned customer ("Customer") of USCC Services, LLC, on behalf of its operating licensed affiliate doing business as U.S. Cellular in the Home Market ("U.S. Cellular"), hereby confirms and agrees with U.S. Cellular as follows:

1. Customer has signed an agreement for SMS and MMS messaging archiving services (the "Archiving Services") with Smarsh Inc. ("Smarsh").

2. Customer hereby authorizes U.S. Cellular to send Customer’s account information and the content of SMS and MMS messages originating from the Provisioned Mobile Phones to Smarsh (the “Messages”). "Provisioned Mobile Phones” means those mobile phones on Customer’s account with U.S. Cellular which Customer or Smarsh identifies to U.S. Cellular as subject to the Archiving Services. Such authorization shall continue until Customer terminates it via a written notice to U.S. Cellular.

3. Customer acknowledges that U.S. Cellular may transfer the content of SMS and MMS messages and Confidential Personal Information of Customer and the end users (the “Users”) of the Provisioned Mobile Phones to Smarsh. Customer represents to U.S. Cellular that it has provided Users with a clear notice of U.S. Cellular’s, Smarsh’s and Customer’s collection and use of the Messages (including any Confidential Personal Information therein) for purposes of the Archiving Services and has obtained the Users’ consent to that collection and use. Customer agrees to indemnify and defend U.S. Cellular from any claims that result from Customer’s failure to comply with this paragraph. “Confidential Personal Information” is defined in U.S. Cellular’s Privacy Statement located at https://www.uscellular.com/site/privacy/privacy-statement.html.

4. Customer acknowledges that U.S. Cellular cannot ensure or guarantee delivery of the Messages to Smarsh. Customer acknowledges that U.S. Cellular has no responsibility to Customer or any other person with respect to the securing, storing or processing of any data provided by U.S. Cellular to Smarsh for purposes of the Archiving Services.

5. This Customer Authorization is in addition to the terms set forth in Customer’s business customer service agreement with U.S. Cellular.

USCC SERVICES, LLC

By: __________________________
Name: _______________________
Title: _______________________
Date _______________________

CUSTOMER NAME: _______________________

By: __________________________
Name: _______________________
Title: _______________________
Date _______________________
Board of Pacific County Commissioners  
P O Box 187 * 1216 W Robert Bush Dr * South Bend, WA  
98586 Phone 360/875.9337 * Fax 360/875.9335

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

REQUESTED MEETING DATE: 11/27/2018

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 #: 16

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  ☐ 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: Board of County Commissioners  
DIVISION (if applicable): ____________________________

OFFICIAL NAME & TITLE: Marie Guernsey, Clerk of the Board  
PHONE / EXT: ____________________________

SIGNATURE: ____________________________ DATE: 11/15/2018

NARRATIVE OF REQUEST

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

Adopt Resolution No. 2018-_______ in the matter of establishing an imprest fund for General Administration for the purpose of making change

Revised 8/2015  
Exhibit A to Contract/Agreement/Grant Review Policy
BEFORE THE BOARD OF COUNTY COMMISSIONERS
PACIFIC COUNTY, WASHINGTON

RESOLUTION NO. 2018-_______

IN THE MATTER OF ESTABLISHING AN IMPREST FUND FOR
GENERAL ADMINISTRATION FOR THE PURPOSE OF MAKING CHANGE

WHEREAS, it has been brought to the attention of the Board of Pacific County Commissioners that a need exists to establish an imprest fund for General Administration for the purpose of making change; and

WHEREAS, one hundred dollars ($100) is considered an adequate amount for immediate access by General Administration; and

WHEREAS, the one hundred dollars ($100) will be funded through Current Expense 001; and

WHEREAS, the accounting for this change fund will be in compliance with State Auditor’s regulations regarding imprest funds.

NOW THEREFORE, BE IT HEREBY RESOLVED by the Board of County Commissioners, County of Pacific, and State of Washington, that the Pacific County Treasurer is authorized to issue a warrant in the amount of one hundred dollars ($100) to create the imprest fund from the Current Expense Fund 001 for General Administration.

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

____________________________
Lisa Olsen, Chair

____________________________
Frank Wolfe, Commissioner

____________________________
Marie Guernsey
Clerk of the Board

____________________________
Lisa Ayers, Commissioner
Approve request to set public hearing for Friday, January 25, 2019 at 10:00AM or as soon thereafter as possible to consider the sale of county-owned properties at public auction.
Parcel to Consider for Auction on January 25, 2019

<table>
<thead>
<tr>
<th>Parcel #</th>
<th>Description</th>
<th>Delinquent Taxes/Assessments Due/ Penalties &amp; Interest Due to the County Treasurer</th>
<th>Other Costs to Recoup</th>
<th>MINIMUM BID</th>
<th>NOTES REGARDING BIDDING</th>
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</thead>
<tbody>
<tr>
<td>14092213018</td>
<td>[80 AIRPORT RD] 140922 018;</td>
<td>$16,449.14</td>
<td>$24,750.86</td>
<td>$41,200.00</td>
<td>minimum bid is equal to the assessed value of the property</td>
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</table>
Assessor  Treasurer  Appraisal  MapSifter

Parcel

Parcel#: 14092213018  Owner Name: PACIFIC COUNTY
DOR Code: 97 - Exempt Property
Situs: 80 AIRPORT RD
Map Number: 140922 018
Status: EXEMPT FULL YEAR
Description: 140922 018;
Comment: COMBINED WITH PARCEL # 61409221318 ON 11/04/2010--BACK W/ORIGINAL PARCEL

<table>
<thead>
<tr>
<th>2019 Market Value</th>
<th>2019 Taxable Value</th>
<th>2019 Assessment Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Land: $41,200</td>
<td>Land: $0</td>
<td>38 -</td>
</tr>
<tr>
<td>Improvements: $0</td>
<td>Improvements: $0</td>
<td>Current Use/DFL: No</td>
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<tr>
<td>Permanent Crop: $0</td>
<td>Permanent Crop: $0</td>
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</tr>
<tr>
<td>Total $41,200</td>
<td>Total $0</td>
<td>Total Acres: 8.06000</td>
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</table>

Ownership

<table>
<thead>
<tr>
<th>Owner's Name</th>
<th>Ownership %</th>
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</thead>
<tbody>
<tr>
<td>PACIFIC COUNTY</td>
<td>100 %</td>
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</tbody>
</table>

Sales History

<table>
<thead>
<tr>
<th>Sale Date</th>
<th>Sales Document</th>
<th># Parcels</th>
<th>Excise #</th>
<th>Grantor</th>
<th>Grantee</th>
<th>Price</th>
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</thead>
<tbody>
<tr>
<td>12/18/14</td>
<td>3156239</td>
<td>1</td>
<td>87543</td>
<td>PACIFIC COUNTY TREASURE</td>
<td>PACIFIC COUNTY</td>
<td>$0</td>
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<tr>
<td>09/19/11</td>
<td>3134798</td>
<td>1</td>
<td>82274</td>
<td>PARKINS, ROBERT B EST OF...</td>
<td>PARKINS, ROBERT F TRUSTEE</td>
<td>$0</td>
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<tr>
<td>06/17/10</td>
<td>3126721</td>
<td>1</td>
<td>80608</td>
<td>PARKINS, PATRICIA D</td>
<td>PARKINS, ROBERT B</td>
<td>$0</td>
</tr>
<tr>
<td>11/19/04</td>
<td>3077501</td>
<td>1</td>
<td>69071</td>
<td>PARKINS, ROBERT B</td>
<td>PARKINS, ROBERT B &amp; PATRICIA D</td>
<td>$0</td>
</tr>
</tbody>
</table>

Building Permits

<table>
<thead>
<tr>
<th>Permit No.</th>
<th>Date</th>
<th>Description</th>
<th>Amount</th>
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<tbody>
<tr>
<td>999</td>
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<td>FIRE REPAIR DONE PER OWNER</td>
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</tbody>
</table>

Historical Valuation Info

<table>
<thead>
<tr>
<th>Year</th>
<th>Billed Owner</th>
<th>Land</th>
<th>Impr.</th>
<th>PermCrop Value</th>
<th>Total</th>
<th>Exempt</th>
<th>Taxable</th>
</tr>
</thead>
<tbody>
<tr>
<td>2019</td>
<td>PACIFIC COUNTY</td>
<td>$41,200</td>
<td>$0</td>
<td>$41,200</td>
<td>$41,200</td>
<td>$41,200</td>
<td>$0</td>
</tr>
<tr>
<td>2018</td>
<td>PACIFIC COUNTY</td>
<td>$41,200</td>
<td>$0</td>
<td>$41,200</td>
<td>$41,200</td>
<td>$41,200</td>
<td>$0</td>
</tr>
<tr>
<td>2017</td>
<td>PACIFIC COUNTY</td>
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<td>$41,200</td>
<td>$0</td>
</tr>
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<td>2016</td>
<td>PACIFIC COUNTY</td>
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<td>$0</td>
</tr>
<tr>
<td>2015</td>
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<td>$97,300</td>
<td>$162,600</td>
<td>$162,600</td>
<td>$162,600</td>
<td>$0</td>
</tr>
</tbody>
</table>

View Taxes

http://pacificwa.taxisfer.com/Assessor.aspx?keyId=485913&parcelNumber=14092213018&typeId=1
# Parcel Comments

<table>
<thead>
<tr>
<th>Date</th>
<th>Comment</th>
</tr>
</thead>
<tbody>
<tr>
<td>11/04/10</td>
<td>COMBINED WITH PARCEL # 61409221318 ON 11/04/2010--BACK W/ORIGINAL PARCEL</td>
</tr>
<tr>
<td>08/17/09</td>
<td>CHG FRZN VALUE TO $117,000 DUE TO RE-BUILDING OF NEW HOME (NEW CONSTRUCTION)</td>
</tr>
<tr>
<td>06/11/08</td>
<td>DEST PROPERTY 5/29/08 TO HOME, CAUSE FIRE, PRORATE '08 TAX YEAR</td>
</tr>
<tr>
<td>10/23/06</td>
<td>VALUE CHG DUE TO UNDER 5 AC FOR SC</td>
</tr>
<tr>
<td>07/07/06</td>
<td>NEW SC FOR '2006 TAXES/PARKINS</td>
</tr>
<tr>
<td>07/07/06</td>
<td>SPLIT OFF PARCEL # 61409221318 ON 07/07/2006</td>
</tr>
</tbody>
</table>

# Property Images

Click on an image to enlarge it.

![Image](data:image/jpeg;base64,APh1...)
RCW 42.30.110

Executive sessions.

(1) Nothing contained in this chapter may be construed to prevent a governing body from holding an executive session during a regular or special meeting:

(a)(i) To consider matters affecting national security;

(ii) To consider, if in compliance with any required data security breach disclosure under RCW 19.255.010 and 42.56.590, and with legal counsel available, information regarding the infrastructure and security of computer and telecommunications networks, security and service recovery plans, security risk assessments and security test results to the extent that they identify specific system vulnerabilities, and other information that if made public may increase the risk to the confidentiality, integrity, or availability of agency security or to information technology infrastructure or assets;

(b) To consider the selection of a site or the acquisition of real estate by lease or purchase when public knowledge regarding such consideration would cause a likelihood of increased price;

(c) To consider the minimum price at which real estate will be offered for sale or lease when public knowledge regarding such consideration would cause a likelihood of decreased price. However, final action selling or leasing public property shall be taken in a meeting open to the public;

(d) To review negotiations on the performance of publicly bid contracts when public knowledge regarding such consideration would cause a likelihood of increased costs;

(e) To consider, in the case of an export trading company, financial and commercial information supplied by private persons to the export trading company;

(f) To receive and evaluate complaints or charges brought against a public officer or employee. However, upon the request of such officer or employee, a public hearing or a meeting open to the public shall be conducted upon such complaint or charge;

(g) To evaluate the qualifications of an applicant for public employment or to review the performance of a public employee. However, subject to RCW 42.30.140(4), discussion by a governing body of salaries, wages, and other conditions of employment to be generally applied within the agency shall occur in a meeting open to the public, and when a governing body elects to take final action hiring, setting the salary of an individual employee or class of employees, or discharging or disciplining an employee, that action shall be taken in a meeting open to the public;

(h) To evaluate the qualifications of a candidate for appointment to elective office. However, any interview of such candidate and final action appointing a candidate to elective office shall be in a meeting open to the public;
(i) To discuss with legal counsel representing the agency matters relating to agency enforcement actions, or to discuss with legal counsel representing the agency litigation or potential litigation to which the agency, the governing body, or a member acting in an official capacity is, or is likely to become, a party, when public knowledge regarding the discussion is likely to result in an adverse legal or financial consequence to the agency.

This subsection (1)(i) does not permit a governing body to hold an executive session solely because an attorney representing the agency is present. For purposes of this subsection (1)(i), "potential litigation" means matters protected by RPC 1.6 or RCW 5.60.060(2)(a) concerning:

(i) Litigation that has been specifically threatened to which the agency, the governing body, or a member acting in an official capacity is, or is likely to become, a party;

(ii) Litigation that the agency reasonably believes may be commenced by or against the agency, the governing body, or a member acting in an official capacity; or

(iii) Litigation or legal risks of a proposed action or current practice that the agency has identified when public discussion of the litigation or legal risks is likely to result in an adverse legal or financial consequence to the agency;

(j) To consider, in the case of the state library commission or its advisory bodies, western library network prices, products, equipment, and services, when such discussion would be likely to adversely affect the network's ability to conduct business in a competitive economic climate. However, final action on these matters shall be taken in a meeting open to the public;

(k) To consider, in the case of the state investment board, financial and commercial information when the information relates to the investment of public trust or retirement funds and when public knowledge regarding the discussion would result in loss to such funds or in private loss to the providers of this information;

(l) To consider proprietary or confidential nonpublished information related to the development, acquisition, or implementation of state purchased health care services as provided in RCW 41.05.026;

(m) To consider in the case of the life sciences discovery fund authority, the substance of grant applications and grant awards when public knowledge regarding the discussion would reasonably be expected to result in private loss to the providers of this information;

(n) To consider in the case of a health sciences and services authority, the substance of grant applications and grant awards when public knowledge regarding the discussion would reasonably be expected to result in private loss to the providers of this information.

(2) Before convening in executive session, the presiding officer of a governing body shall publicly announce the purpose for excluding the public from the meeting place, and the time when the executive session will be concluded. The executive session may be extended to a stated later time by announcement of the presiding officer.
Open public hearing
Swear in those wishing to testify/comment
Open public comment portion
Close public comment portion
Close hearing
BEFORE THE BOARD OF PACIFIC COUNTY COMMISSIONERS

RESOLUTION 2018-_____

IN THE MATTER OF CERTIFYING TAXES LEVIED UPON THE PROPERTY IN THE COUNTY FOR COUNTY PURPOSES, AND FOR EACH TAXING DISTRICT WITHIN OR COEXISTENT WITH THE COUNTY, FOR DISTRICT PURPOSES

WHEREAS, this Board meeting in regular session this 27th day of November, 2018, finds it necessary to levy taxes on all taxable real and personal property in Pacific County and the taxable property within the various cities, towns and taxing districts within Pacific County as shown by the assessment rolls of said County pursuant to the laws of the State of Washington providing for the assessment of taxes in said State, said taxes being for the purpose of defraying the expenses of the State, County General and County Road Purposes, Emergency Medical Service District(s), Hospital District(s), and Rural Library District(s); Municipalities, Port District(s) and Fire Protection District(s); in addition to the School District(s); and,

WHEREAS, the amount so levied for State purposes, as determined by the State Department of Revenue, will be certified directly to the County Assessor by the Director of the Department of Revenue; and,

WHEREAS, the amount so levied by the Library District, as determined by the Board of Trustees of Timberland Regional Library, will also be certified directly to the County Assessor by the Library District; and

WHEREAS, the Directors, Councilpersons and Commissioners of the various port, fire, and other districts and municipalities, along with this Board of County Commissioners, have certified to the Clerk of the Board of Pacific County Commissioners and/or the County Assessor, the amounts of taxes required to meet expenses for 2019 and of beginning and ending balances; and,

WHEREAS, it is necessary in some districts and municipalities that a tax be levied to pay interest on bonds and create sinking funds for the purpose of paying indebtedness; and

NOW, THEREFORE, after careful examination and consideration,

BE IT HEREBY RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS, PACIFIC COUNTY, STATE OF WASHINGTON, that for the purposes of raising revenue for State, County General and Road Purposes, and for other municipal or special taxing district purposes, there is hereby levied on all taxable property in the County of Pacific, State of Washington, as shown by the assessment rolls for the year 2019, taxes as shown on the attached Exhibit A, which is made a part of this Resolution as if herein repeated and,
Resolution 2018-____

Page 2

IT IS HEREBY FURTHER RESOLVED that where the limitations on levies prescribed in RCW 84 shall apply, the County Assessor is authorized and directed to lower the amount(s) requested in the manner(s) prescribed within said statute to the limited amount(s).

PASSED by the Board of Pacific County Commissioners meeting in regular session at South Bend, Washington, by the following vote, then signed by its membership and attested to by its Clerk in authorization of such passage the 27th day of November, 2018.

_____ 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
Open public hearing
Swear in those wishing to testify/comment
Open public comment portion
Close public comment portion
Close hearing

RECOMMENDED MOTION (To Be Completed by the Clerk/Deputy Clerk of the Board)
Adopt Resolution No. 2018-_______ in the matter of supplements and amendments to the fiscal year 2018 budget