



Commissioners' Meeting

June 18, 2019 - 1:00 PM

Large Meeting Room

CALL TO ORDER & PLEDGE OF ALLEGIANCE

BIDS:

1. RFP for one 16-foot welded aluminum boat with trailer

HEARINGS:

1. Adoption of the 2020-2025 Six-Year Transportation Improvement Plan

PUBLIC COMMENT: On agenda items being considered this meeting, limited to three minutes. At the lectern, please state your name and address.

CONSENT AGENDA: Request Approval

1. Commissioners:
 - Authorization for the Chehalis Basin Partnership to apply for a Rose Foundation Grant for StreamTeam in the amount of \$2,500
2. Management Services:
 - Set Hearing Date - July 2, 2019 -Supplemental Budget Resolution - Management Services, \$144,620
3. Public Services:
 - Surplus Vehicle 187, 2013 Chevy Tahoe (wrecked) and sell on Gov Deals
 - Advertise bid for SUV and set bid opening date for July 16
 - Special Use Permit for DNR to use Delezene Road for a research project - no cost
4. Correspondence:
 - Coroner's Monthly Report for May
 - Auditor-Month end Expenditures Audit Report as of May 31, 2019
 - Appoint Terry Willis to the Chehalis Basin Partnership Citizen position
 - Use Request – Montesano Car Show – County
 - Claims: C-772-19 Deveroux and C-773-19 DeGuise

COMMISSIONERS:

1. Resolution allowing ER&R Manager to sign contracts under \$10,000

DEPARTMENTS:

Fair, Events and Tourism:

1. Authorization to execute the 2019 Tourism Festival and Event Grant Contracts with Montesano Booster Club, Port of Grays Harbor and the City of Aberdeen - total of \$27,200
2. Authorization for the Fair Manager to sign the 2019 Fair Sponsorship Agreements

Forestry:

1. Sales of Tax Title parcels 050601200002, 161130330090, 317090534006, and 809001001600 by Private Negotiation to Matt Banhagel

Juvenile Department

1. Contract with Melissa Sexton for Functional Family Therapy Services - \$80,850

Management Services:

1. Budget Transfer Resolution, E R & R Fund - \$2,799,300
2. American Fidelity Service Exchange Agreement for Benefit Administration services - no cost
3. 2019-2020 Participant Accident Insurance Renewal for Sheriff Office work detail - \$500

Public Health and Social Services:

1. Agreement with HUD to provide permanent supportive housing for chronically homeless clients - \$184,428
2. Agreement with Interfaith Works for professional services related to a low-barrier shelter - max of \$2,500
3. Sub recipient agreement with Coastal Community Action Program to authorize them to provide the services the County administers for the McKinney Vento grant - \$178,383

Public Services:

1. Contract with Premium Landscape Services for Juvenile Landscape work - \$17,930.50
2. Temporary Construction Easement for Bush Creek Road Fish Passage Barrier Correction Project 77970-01 - \$1,000
3. Local Agency Agreement and Project Prospectus Approval for Montesano Street Paving Project - obligates \$60,550 of federal funds
4. Local Agency Agreement and Project Prospectus Approval for Pacific Beach Sidewalk Project - obligates \$50,000 in federal funds
5. Accept Final Project Completion for the Seabrook Lift Station with Rognlins
6. Amendment to the Project Agreement with RCO for the Wishkah Flood Wall - releasing funds not utilized for use in the Lower Satsop Flood Project

ANNOUNCEMENTS:

PUBLIC COMMENT: on County Items, limited to three minutes. At the podium please state your name and address.

Recess to Media Q & A**ADJOURN:**

NOTE: This is an "open" agenda. The Commissioners or Clerk of the Board may add, delete, or change items prior to or at the meetings. This does not include legally advertised public hearings

If special accommodations are needed, contact the Commissioners' Office at (360) 249-3731



**GRAYS HARBOR COUNTY
BOARD OF COUNTY COMMISSIONERS
AGENDA COVER SHEET**

MEETING DATE
5/21/2019 1:00:00 PM

DEPARTMENT: Sheriff
DIVISION: <i>(if applicable)</i>
SUBMITTER: Rane Farmer
AGENDA ITEM TITLE: RFP
EXPLANATION OF REQUEST: <i>(include dates, important information and summary)</i> The Sheriff's Office would like to go out to RFP for one 16-foot welded aluminum boat with trailer.
FISCAL IMPACT/FUNDING SOURCE:
RECOMMENDED ACTION: Approve the general bid conditions and specifications.

[BELOW TO BE COMPLETED BY CLERK OF BOARD]

BOCC ACTION:

	APPROVED
	DENIED
	TABLED/DEFERRED/NO ACTION TAKEN
	CONTINUED TO DATE: ____/____/____ TIME: _____
	OTHER _____

GRAYS HARBOR COUNTY
SHERIFF'S OFFICE
General bid conditions and specifications.

One (1) 16-FOOT WELDED ALUMINUM BOAT WITH TRAILER

1 GENERAL DESCRIPTION

These specifications cover new equipment of current manufacturer, which will meet or exceed the following requirements and/or specifications.

2 BID DELIVERY

Each bid shall be completely sealed in a separate envelope, addressed to the Board of County Commissioners, Grays Harbor County, 100 West Broadway Suite 1, Montesano, Washington 98563-3614, with the name of the bidder, the bidder's address, and "Grays Harbor County Sheriff's Office, "16-FOOT BOAT AND TRAILER" plainly written on the outside of the envelope. **All bids must be in the hands of the Clerk of the Board not later than 1:00 p.m. on June 18, 2019.**

3 BID OPENING DATE

Any and all bids for the following-described equipment, goods, or services that are not received by the Grays Harbor County Commissioners at the place and time specified above will not be considered. Bids will be publicly opened at the time and place stipulated herein above, unless the Board of County Commissioners has for good cause, continued the date of opening bids to a later date, rejected any or all bids, or has cancelled the call for bids.

4 EQUIPMENT, PRODUCT, and/or SERVICES DELIVERY

The equipment, product, and/or services being bid shall be delivered to the address specified in the bid specifications, in "new operational condition."

5 GOVERNMENT REGULATIONS

The equipment shall be designed and built in compliance with all applicable local, Washington State, and Federal regulations.

6 DESCRIPTION OF EQUIPMENT OFFERED

Each bidder shall submit as a part of its bid all available product literature concerning the equipment, product, or services offered with the bid specification.

7 TECHNICAL NOTATIONS AND AWARD OF BID

To be eligible for bid award, bidders must indicate in the spaces provided adjacent to, or below, each item, whether the equipment they are offering meets, exceeds, or deviates from the desired technical specifications, and/or other qualifications/conditions. Exceeds and deviations will be explained in writing on a separate page and attached to the bid specifications. The BID OFFER (Total Price Per Unit) will be legible and concise for ease of determining qualification for award.

Do not make changes on any part of the original bid package and please do not use the bid spec pages and forms as scratch paper.

Grays Harbor County will make bid award(s) to the lowest responsible bidder(s) most closely meeting the bid specifications as determined at the sole discretion of Grays Harbor County. Grays Harbor County reserves the right to waive any technical or formal bid defect and the right to reject any and all bids.

Any and all bid proposals may be rejected if there is reason for believing that collusion exists among the bidders, or any other reason deemed proper.

8 STANDARD EQUIPMENT

The equipment offered shall include all of the manufacturer's listed standard equipment for the equipment model offered in addition to the items required by the specifications.

9 ACCEPTANCE

No equipment, product, and/or service, part or parts, defective in construction or deficient in any of the requirements of these specifications will be considered for acceptance. Successful bidder shall replace, repair and/or install to Grays Harbor County's satisfaction, any broken, damaged and/or missing parts on any delivered vehicles or equipment to the satisfaction of Grays Harbor County, or any other governmental agency, purchasing from this solicitation, prior to acceptance of vehicles and or equipment.

10 PRICE PROTECTION

Bidder certifies that said price shall remain firm for a period of SIX (6) months from the date of the award. Grays Harbor County may elect to increase its order, and/or another governmental agency may elect to purchase at said price, from this contract as per the Washington State Inter-local Cooperative Act, R.C.W. 39.34.

11 PRICE WARRANTY

The manufacturer, and bidder shall guarantee that prices for equipment, parts, and /or services, will be as low as such equipment, parts, and/or services sold to any other user purchasing in the like grade and quality, and that if at any time the prices are reduced or increased to the general trade, it is understood by bidders that Grays Harbor County shall

not pay a higher price than any other user, effective with the date of such price reduction or increase to the general trade.

12 DELIVERY TIME

Grays Harbor County requires delivery within SIXTY (60) days of purchase order being received by successful bidder.

All units shall be delivered to the F.O.B. address shown on the bid specifications, within the number of days, after the date of the purchase order being received by the successful bidder.

Guaranteed delivery date shall not exceed SIXTY (60) days after receipt of Grays Harbor County Purchase order.

13 LIQUIDATED DAMAGES

All time limits stated in these bid specifications are of the essence. Should delivery not be completed on or before the time stipulated, it is mutually agreed by and between the successful bidder and Grays Harbor County that:

- A. A delay would seriously affect the public and the operation of the Grays Harbor County Sheriff's Office, that a reduction in the unit price of ONE HUNDRED DOLLARS (\$100.00) per calendar day for each and every day, for each unit, which exceeds the delivery time set forth in the purchase order, is the nearest measure of damages for each delay that can be fixed at this time. Therefore, Grays Harbor County and the successful bidder hereby establish said reduction in the unit price of ONE HUNDRED DOLLARS (\$100.00) per calendar day for each and every day of each unit, as liquidated damages, and not as a penalty or forfeiture for the breach of agreement to complete delivery by the successful bidder on or before the time specified in the bid specification. This section shall not apply in the event that Grays Harbor County elects to void the contract as provided below in paragraph 21.
- B. Should the successful bidder be obstructed or delayed in completing delivery, by any default, act, or omission by Grays Harbor County, or by strikes, fires, acts of God, or by the inability to obtain materials, equipment, or labor due to Federal Government restrictions, then the time of completion shall be extended for such periods as may be agreed upon in writing by Grays Harbor County and the successful bidder. Shall there be insufficient time to grant such extensions prior to the completion date of the contract, Grays Harbor County may, at the time of acceptance of the equipment and at its sole discretion, waive liquidation damages which may have accrued for the failure to complete the work on time, due to any of the above, after hearing evidence as to the reasons for such delay, and making a finding as to the cause of same.
- C. In the event that the successful bidder is on strike at the time of the award of the bid, Grays Harbor County reserves the option in its sole discretion to consider the next acceptable bid from a manufacturer that is not on strike.

14 F.O.B. POINT

Bid price submitted shall include delivery to the Grays Harbor County Maintenance Facility, 215 North First Street, Montesano, Washington 98563-3614.

15 ALTERNATIVES

Bids on suitable and equivalent alternatives to those specified will be considered, provided full description and specifications of the alternatives are submitted.

It is understood that no two equipment manufacturers design and engineer their products exactly alike. Therefore, minor specification variances from one manufacturer to the next are normal.

It is Grays Harbor County's intention to purchase equipment that is designed, engineered, and rated to satisfactorily perform in the application intended.

Minor variances from the technical specifications will be considered, provided that the primary performance requirements are met. Grays Harbor County reserves the right to accept or reject any proposed minor variances that appear to serve Grays Harbor County's best interest.

16 BRAND NAME EQUIPMENT SPECIFIED

Any reference to a brand name product is intended to indicate an acceptable quality level and provide reference as to the type of equipment desired. An equal quality product is acceptable.

17 PAYMENT

Payment will be made from the Grays Harbor County Sheriff's Office within THIRTY (30) business days following date of delivery/acceptance/billing.

18 TAXES

The successful bidder shall collect from Grays Harbor County all applicable state and local sales, or use taxes.

19 NON-ASSIGNMENT

Any contract awarded pursuant to a successful bid shall not be assigned without the prior written consent of Grays Harbor County. Any such consent to assign any rights, duties or obligations under a contract awarded shall be issued not less than thirty (30) days prior to the effective date of such assignment, or delegation.

20 BID BOND

A FIVE PERCENT (5%) bid bond, to be held by Grays Harbor County until Grays Harbor County accepts the equipment, goods and/or services, shall accompany all bids. If bidder does not furnish the said equipment at the time and place so stated on the bid document, the Board of County Commissioners reserves the right, in its sole discretion, to terminate the purchase order and/or reject the equipment when tendered for delivery, and the Board may consider the contract null and void. In this event, the FIVE PERCENT (5%) bid bond shall be forfeited to Grays Harbor County.

The unsuccessful bidder's bid bonds shall be returned along with an explanation of bid rejection. The successful bidder's bond will be returned with payment.

21 TERMINATION

Grays Harbor County may cancel any purchase order/contract, or any part thereof, by written notice at any time, without penalty, if the vendor fails to comply with the terms, instructions, specifications, conditions, delivery completion date, or to perform the work with diligence.

22 COOPERATIVE PURCHASES

The Washington State Interlocal Cooperative Act, RCW Chapter 39.34, provides a method under which governmental agencies, in addition to Grays Harbor County, may make purchases on this bid award, in accordance with its price, terms and conditions. A bidder unwilling to extend the bid to additional purchases by Grays Harbor County or other governmental agencies must indicate this unwillingness on the bid form.

If, at the bidder's option, the extension of identical prices and services to other public agencies is procured, each public agency wishing to utilize this bid will issue a purchase order (or contract) binding only their agency. Each contract is between the bidder and the individual agency with no liability to Grays Harbor County.

23 PUBLIC RECORDS

The Public Records Act, RCW 42.56, requires the County to release copies of certain documents to the public upon request. Bids and associated documents submitted to the County may be subject to a public records request. If the Bidder in good faith believes that any of these documents contain trade secrets or other confidential information that are exempt from public disclosure, the Bidder shall notify the County with the submission of the document. The County will also independently make a good faith review of documents subject to a public records request for statutory requirements. If there is a request for a document submitted by the Bidder that the County believes contains potentially exempt material, the County will notify the Bidder before its release. However, by submitting any bid, the Bidder agrees to hold the County harmless and that the County is not liable for improper or illegal release of confidential information if the Bidder did not

notify the County of the confidential nature of the information prior to its release or if the release is conducted in accordance with the Public Records Act. The Bidder agrees to hold harmless and to indemnify to the fullest extent of the law the County from third-party claims (such as from a subcontractor or others) for improper or illegal release of exempt information pursuant to a public records request for documents supplied by a bidder."

Questions concerning the bid or bid specifications should be directed to Lt. Kevin Schrader, Grays Harbor County Sheriff's Office, at (360) 964-1708 between 9:00 a.m. to 4:30 p.m. M-F prior to the bid opening date.

One (1) 16-FOOT WELDED ALUMINUM BOAT AND TRAILER

BIDDERS HEREBY ACKNOWLEDGE THAT THEY HAVE READ AND UNDERSTAND ALL EQUIPMENT SPECIFICATIONS, BIDDING REQUIREMENTS, AND SPECIFICATIONS. THE BIDDER ALSO ACKNOWLEDGES THAT ANY BID SUBMITTED WHICH DOES NOT MEET, EXCEED OR HAVE DEVIATIONS (EXCEEDS AND DEVIATIONS EXPLAINED IN WRITING AND ATTACHED TO BID), WILL BE DEEMED UNRESPONSIVE AND REJECTED ON THAT BASIS. AWARDS WILL BE MADE TO THE LOWEST RESPONSIVE BIDDER THAT BEST MEETS ALL THE SPECIFICATIONS TO THE SATISFACTION OF GRAYS HARBOR COUNTY. THE QUALITY OF THE ARTICLES TO BE SUPPLIED, THEIR CONFORMITY WITH SPECIFICATIONS, AND THE "DELIVERY TIME" CLAUSES SHALL BE TAKEN INTO CONSIDERATION.

THE PURCHASER RESERVES THE RIGHT TO REJECT ANY OR ALL BIDS, TO WAIVE ANY INFORMALITY IN BIDS, AND TO ACCEPT ONLY THE RESPONSIVE BIDS AS MAY BE DEEMED IN THE BEST INTEREST OF GRAYS HARBOR COUNTY.

BIDDER (Name of Firm) _____

AUTHORIZED SIGNATURE _____

TITLE OF PERSON SIGNING _____

ADDRESS _____

DATE ____/____/____

One (1) 16-FOOT ALUMINUM BOAT AND TRAILER

16-Foot Aluminum Boat and Trailer

Specifications and Additional Information

Color: white			
Center console steering			
Welded Aluminum			
16-foot length			
No more than 10-degree bottom			
Manufacture date for 2018 Minimum			
Minimum 60-inch bottom width; at least .100-inch thickness			
Maximum 26-inch side height; at least .100-inch thickness			
Built-in fuel tank; minimum 15-gallon capacity			
Outboard jet 4-stroke motor; 90/65 horsepower			
Suitable for freshwater use			
Galvanized metal trailer			
30-60 Days Order to Delivery			

One (1) 16-FOOT ALUMINUM BOAT AND TRAILER

Other options may be added at bidder’s discretion, and explanation attached to the bid.

All fees, charges, taxes, delivery, and option prices shall be included in the total price.

Type and brand of boat/trailer being Bid: _____

Bid offered by:_____

Willingness to participate in WA State Interlocal Cooperative Act? Yes____ No____

Base price plus features and options: \$_____

Subtotal: \$_____

Fees and charges: \$_____

Taxes: \$_____

Sales taxes: \$_____

Total \$_____



**GRAYS HARBOR COUNTY
BOARD OF COUNTY COMMISSIONERS
AGENDA COVER SHEET**

MEETING DATE
6/18/2019 1:00:00 PM

DEPARTMENT: Public Works

DIVISION: Roads

(if applicable)

SUBMITTER: Rob Wilson

AGENDA ITEM TITLE: 2020-2025 Six-Year Transportation Improvement Plan

EXPLANATION OF REQUEST: *(include dates, important information and summary)*

The Road Department would like to pass a resolution adopting the 2020-2025 Six-Year Transportation Improvement Plan.

FISCAL IMPACT/FUNDING SOURCE:

RECOMMENDED ACTION:

[BELOW TO BE COMPLETED BY CLERK OF BOARD]

BOCC ACTION:

- ☐ APPROVED
- ☐ DENIED
- ☐ TABLED/DEFERRED/NO ACTION TAKEN
- ☐ CONTINUED TO DATE: ____/____/____ TIME: _____
- ☐ OTHER _____

RESOLUTION NO. 2019-

**RESOLUTION ADOPTING THE SIX YEAR TRANSPORTATION IMPROVEMENT
PROGRAM (TIP) 2020-2025
FOR GRAYS HARBOR COUNTY, WASHINGTON**

WHEREAS, pursuant to the requirements of Chapter 83 of the 1967 Session Laws, Extraordinary Session, of the State of Washington, Grays Harbor County did prepare a revised and extended comprehensive road program for the ensuing six years; and,

WHEREAS, pursuant to said law, the Board of County Commissioners did hold a Public Hearing on said comprehensive program on June 18, 2019 and,

WHEREAS, it is hereby certified that the Board has available during its review, a priority array as required by WAC 136-14-040; and

WHEREAS, the above priority array is supplemented by and based upon a bridge condition survey and reports, which has been updated to 2019 (in accordance with WAC 136-20-060);

NOW, THEREFORE, BE IT RESOLVED that the comprehensive road program, a copy of which is hereto attached and a part of this Resolution, be, and it is hereby adopted, as the 2020 - 2025 Comprehensive Road Program for Grays Harbor County, Washington; and,

NOW, THEREFORE, BE IT FURTHER RESOLVED that the County Road Engineer is authorized to amend the comprehensive road program with no further action from the Board by 1) revising project funding status from P, "planning " to S, "secured" should funding become available, and 2) correcting typographical errors and making minor revisions that do not affect program intent.

ADOPTED this _____ day of _____, 2019.

BOARD OF COUNTY COMMISSIONERS
GRAYS HARBOR COUNTY, WA

Randy Ross, Chair

Wes Cormier, District 1

Vickie L. Raines, District 3

ATTEST:

Clerk of the Board

Six Year Transportation Improvement Program From 2020 to 2025

Agency: Grays Harbor Co.

County: Grays Harbor

MPO/RTPO: SWW RTPO

N Inside

Y Outside

Functional Class	Priority Number	A. PIN/Project No. C. Project Title D. Road Name or Number E. Begin & End Termini F. Project Description	B. STIP ID G. Structure ID	Hearing	Adopted	Amendment	Resolution No.	Improvement Type	Utility Codes	Total Length	Environmental Type	RW Required
09	1	/ 0000(000) Cranberry Road Drainage Bridge Replacement 10981 0.04 to 0.11 Replace existing timber/concrete structure with concrete structure.	WA-10120 08040100	06/18/18	06/18/18		2018-056	04	C P T	0.070	CE	Yes

Funding								
Status	Phase	Phase Start Year (YYYY)	Federal Fund Code	Federal Funds	State Fund Code	State Funds	Local Funds	Total Funds
P	PE	2021	BR	200,000		0	50,000	250,000
P	RW	2021	BR	24,000		0	6,000	30,000
P	CN	2022	BR	720,000		0	180,000	900,000
Totals				944,000		0	236,000	1,180,000

Expenditure Schedule					
Phase	1st	2nd	3rd	4th	5th & 6th
PE	0	200,000	50,000	0	0
RW	0	30,000	0	0	0
CN	0	0	900,000	0	0
Totals	0	230,000	950,000	0	0

Six Year Transportation Improvement Program From 2020 to 2025

Agency: Grays Harbor Co.

County: Grays Harbor

MPO/RTPO: SWW RTPO

N Inside

Y Outside

Functional Class	Priority Number	A. PIN/Project No. C. Project Title D. Road Name or Number E. Begin & End Termini F. Project Description	B. STIP ID G. Structure ID	Hearing	Adopted	Amendment	Resolution No.	Improvement Type	Utility Codes	Total Length	Environmental Type	RW Required
07	2	Keys Road Flood Protection to Install mitigation measures to protect against flooding from the Satsop River.	WA-11078					44				Yes

Funding								
Status	Phase	Phase Start Year (YYYY)	Federal Fund Code	Federal Funds	State Fund Code	State Funds	Local Funds	Total Funds
P	PE	2020		0	OTHER	300,000	0	300,000
P	RW	2020		0		0	10,000	10,000
P	CN	2020		0	OTHER	1,200,000	0	1,200,000
Totals				0		1,500,000	10,000	1,510,000

Expenditure Schedule					
Phase	1st	2nd	3rd	4th	5th & 6th
PE	300,000	0	0	0	0
RW	10,000	0	0	0	0
CN	1,200,000	0	0	0	0
Totals	1,510,000	0	0	0	0

Six Year Transportation Improvement Program From 2020 to 2025

Agency: Grays Harbor Co.

County: Grays Harbor

MPO/RTPO: SWW RTPO

N Inside

Y Outside

Functional Class	Priority Number	A. PIN/Project No. C. Project Title D. Road Name or Number E. Begin & End Termini F. Project Description	B. STIP ID G. Structure ID	Hearing	Adopted	Amendment	Resolution No.	Improvement Type	Utility Codes	Total Length	Environmental Type	RW Required
06	3	Wishkah Road Culvert Replacement to Replace undersized culvert and raise Wishkah Road to reduce flooding.	WA-11312					04				Yes

Funding								
Status	Phase	Phase Start Year (YYYY)	Federal Fund Code	Federal Funds	State Fund Code	State Funds	Local Funds	Total Funds
S	PE	2020		0	CRAB	72,000	8,000	80,000
S	RW	2020		0		0	10,000	10,000
S	CN	2022		0	CRAB	428,000	132,000	560,000
Totals				0		500,000	150,000	650,000

Expenditure Schedule					
Phase	1st	2nd	3rd	4th	5th & 6th
PE	40,000	40,000	0	0	0
RW	5,000	5,000	0	0	0
CN	0	0	560,000	0	0
Totals	45,000	45,000	560,000	0	0

Six Year Transportation Improvement Program From 2020 to 2025

Agency: Grays Harbor Co.

County: Grays Harbor

MPO/RTPO: SWW RTPO

N Inside

Y Outside

Functional Class	Priority Number	A. PIN/Project No. C. Project Title D. Road Name or Number E. Begin & End Termini F. Project Description	B. STIP ID G. Structure ID	Hearing	Adopted	Amendment	Resolution No.	Improvement Type	Utility Codes	Total Length	Environmental Type	RW Required
09	4	/ 2014(000) 201st Avenue Bridge Replacement 80260 0.40 to 0.49 Replace Independence Creek Bridge	WA-06599 08107300	06/18/18	06/18/18		2018-056	11	P T	0.090	CE	Yes

Funding								
Status	Phase	Phase Start Year (YYYY)	Federal Fund Code	Federal Funds	State Fund Code	State Funds	Local Funds	Total Funds
P	PE	2022	BR	240,000		0	60,000	300,000
P	RW	2022	BR	20,000		0	5,000	25,000
P	CN	2023	BR	1,200,000		0	300,000	1,500,000
Totals				1,460,000		0	365,000	1,825,000

Expenditure Schedule					
Phase	1st	2nd	3rd	4th	5th & 6th
PE	0	0	150,000	150,000	0
RW	0	0	25,000	0	0
CN	0	0	0	1,500,000	0
Totals	0	0	175,000	1,650,000	0

Six Year Transportation Improvement Program From 2020 to 2025

Agency: Grays Harbor Co.

County: Grays Harbor

MPO/RTPO: SWW RTPO

N Inside

Y Outside

Functional Class	Priority Number	A. PIN/Project No. C. Project Title D. Road Name or Number E. Begin & End Termini F. Project Description	B. STIP ID G. Structure ID	Hearing	Adopted	Amendment	Resolution No.	Improvement Type	Utility Codes	Total Length	Environmental Type	RW Required
07	5	/ M141(000) Zeigler Creek Bridge Replacement 93400 3.78 to 3.92 Replace Zeigler Creek Bridge	WA-08811 08209000					11	P T	0.140	CE	Yes

Funding								
Status	Phase	Phase Start Year (YYYY)	Federal Fund Code	Federal Funds	State Fund Code	State Funds	Local Funds	Total Funds
P	PE	2020	BR	400,000		0	100,000	500,000
P	RW	2022	BR	20,000		0	5,000	25,000
P	CN	2023	BR	2,400,000		0	600,000	3,000,000
Totals				2,820,000		0	705,000	3,525,000

Expenditure Schedule					
Phase	1st	2nd	3rd	4th	5th & 6th
PE	100,000	200,000	150,000	50,000	0
RW	0	0	25,000	0	0
CN	0	0	0	3,000,000	0
Totals	100,000	200,000	175,000	3,050,000	0

Six Year Transportation Improvement Program From 2020 to 2025

Agency: Grays Harbor Co.

County: Grays Harbor

MPO/RTPO: SWW RTPO

N Inside

Y Outside

Functional Class	Priority Number	A. PIN/Project No. C. Project Title D. Road Name or Number E. Begin & End Termini F. Project Description	B. STIP ID G. Structure ID	Hearing	Adopted	Amendment	Resolution No.	Improvement Type	Utility Codes	Total Length	Environmental Type	RW Required
07	6	/ 0000(000) Ocean Beach Road Berg Slough Bridge Replacement 94230 6.85 to 6.93 Replace existing timber/concrete structure with concrete structure	WA-10123 08007100					04	C P T	0.080	CE	Yes

Funding								
Status	Phase	Phase Start Year (YYYY)	Federal Fund Code	Federal Funds	State Fund Code	State Funds	Local Funds	Total Funds
P	PE	2020	BR	320,000		0	80,000	400,000
P	RW	2020	BR	24,000		0	6,000	30,000
P	CN	2022	BR	2,000,000		0	500,000	2,500,000
Totals				2,344,000		0	586,000	2,930,000

Expenditure Schedule					
Phase	1st	2nd	3rd	4th	5th & 6th
PE	200,000	200,000	0	0	0
RW	15,000	15,000	0	0	0
CN	0	0	2,500,000	0	0
Totals	215,000	215,000	2,500,000	0	0

Six Year Transportation Improvement Program From 2020 to 2025

Agency: Grays Harbor Co.

County: Grays Harbor

MPO/RTPO: SWW RTPO

N Inside

Y Outside

Functional Class	Priority Number	A. PIN/Project No. C. Project Title D. Road Name or Number E. Begin & End Termini F. Project Description	B. STIP ID G. Structure ID	Hearing	Adopted	Amendment	Resolution No.	Improvement Type	Utility Codes	Total Length	Environmental Type	RW Required
07	7	/ 0000(000) Ocean Beach Road Humptulips Overflow Bridge Replacement 94230 6.75 to 6.85 Replace existing timber/concrete structure with a concrete structure.	WA-10121 08007000					04	C P T	0.100	CE	Yes

Funding								
Status	Phase	Phase Start Year (YYYY)	Federal Fund Code	Federal Funds	State Fund Code	State Funds	Local Funds	Total Funds
P	PE	2020	BR	480,000		0	120,000	600,000
P	RW	2020	BR	40,000		0	10,000	50,000
P	CN	2022	BR	2,944,000		0	736,000	3,680,000
Totals				3,464,000		0	866,000	4,330,000

Expenditure Schedule					
Phase	1st	2nd	3rd	4th	5th & 6th
PE	300,000	300,000	0	0	0
RW	30,000	20,000	0	0	0
CN	0	0	3,680,000	0	0
Totals	330,000	320,000	3,680,000	0	0

Six Year Transportation Improvement Program
From 2020 to 2025

Agency: Grays Harbor Co.

County: Grays Harbor

MPO/RTPO: SWW RTPO

N Inside

Y Outside

Functional Class	Priority Number	A. PIN/Project No. C. Project Title D. Road Name or Number E. Begin & End Termini F. Project Description	B. STIP ID G. Structure ID	Hearing	Adopted	Amendment	Resolution No.	Improvement Type	Utility Codes	Total Length	Environmental Type	RW Required
07	8	/ T140(000) Pioneer Avenue W. Sylvia Creek Bridge Replacement 97100 0.20 to 0.26 Replace Sylvia Creek Bridge	WA-00512 08137100					11	C P T	0.060	CE	No

Funding								
Status	Phase	Phase Start Year (YYYY)	Federal Fund Code	Federal Funds	State Fund Code	State Funds	Local Funds	Total Funds
P	PE	2022	BR	360,000		0	90,000	450,000
P	CN	2024	BR	2,400,000		0	600,000	3,000,000
Totals				2,760,000		0	690,000	3,450,000

Expenditure Schedule					
Phase	1st	2nd	3rd	4th	5th & 6th
PE	0	0	175,000	275,000	0
CN	0	0	0	0	3,000,000
Totals	0	0	175,000	275,000	3,000,000

Six Year Transportation Improvement Program From 2020 to 2025

Agency: Grays Harbor Co.

County: Grays Harbor

MPO/RTPO: SWW RTPO

N Inside

Y Outside

Functional Class	Priority Number	A. PIN/Project No. C. Project Title D. Road Name or Number E. Begin & End Termini F. Project Description	B. STIP ID G. Structure ID	Hearing	Adopted	Amendment	Resolution No.	Improvement Type	Utility Codes	Total Length	Environmental Type	RW Required
08	9	/ 2014(000) Elma Hicklin Road Wildcat Creek Bridge #2 Replacement 79740 1.54 to 1.60 Replace Wildcat Creek Bridge	WA-00513 08111300	06/18/18	06/18/18		2018-056	11	C P T	0.060	CE	No

Funding								
Status	Phase	Phase Start Year (YYYY)	Federal Fund Code	Federal Funds	State Fund Code	State Funds	Local Funds	Total Funds
P	PE	2023	BR	320,000		0	80,000	400,000
P	CN	2024	BR	1,600,000		0	400,000	2,000,000
Totals				1,920,000		0	480,000	2,400,000

Expenditure Schedule					
Phase	1st	2nd	3rd	4th	5th & 6th
PE	0	0	0	400,000	0
CN	0	0	0	0	2,000,000
Totals	0	0	0	400,000	2,000,000

Six Year Transportation Improvement Program
From 2020 to 2025

Agency: Grays Harbor Co.

County: Grays Harbor

MPO/RTPO: SWW RTPO

N Inside

Y Outside

Functional Class	Priority Number	A. PIN/Project No. C. Project Title D. Road Name or Number E. Begin & End Termini F. Project Description	B. STIP ID G. Structure ID	Hearing	Adopted	Amendment	Resolution No.	Improvement Type	Utility Codes	Total Length	Environmental Type	RW Required
07	10	/ D141(000) Ocean Beach Road Overflow Bridge Replacement 94230 6.60 to 6.66 Replace Ocean Beach Road Overflow Bridge	WA-00514 08006900					11	C P T	0.060	CE	No

Funding								
Status	Phase	Phase Start Year (YYYY)	Federal Fund Code	Federal Funds	State Fund Code	State Funds	Local Funds	Total Funds
P	PE	2022	BR	400,000		0	100,000	500,000
P	CN	2024	BR	2,560,000		0	640,000	3,200,000
Totals				2,960,000		0	740,000	3,700,000

Expenditure Schedule					
Phase	1st	2nd	3rd	4th	5th & 6th
PE	0	0	200,000	200,000	100,000
CN	0	0	0	0	3,200,000
Totals	0	0	200,000	200,000	3,300,000

Six Year Transportation Improvement Program From 2020 to 2025

Agency: Grays Harbor Co.

County: Grays Harbor

MPO/RTPO: SWW RTPO

N Inside

Y Outside

Functional Class	Priority Number	A. PIN/Project No. C. Project Title D. Road Name or Number E. Begin & End Termini F. Project Description	B. STIP ID G. Structure ID	Hearing	Adopted	Amendment	Resolution No.	Improvement Type	Utility Codes	Total Length	Environmental Type	RW Required
08	11	Pacific Beach Sidewalk Project Main Street 0.10 to 0.32 Install new sidewalks along Main St. and First St. in Pacific Beach.	WA-11310					28	C P S T W	0.220	CE	Yes

Funding								
Status	Phase	Phase Start Year (YYYY)	Federal Fund Code	Federal Funds	State Fund Code	State Funds	Local Funds	Total Funds
S	PE	2020	TAP(R)	50,000		0	10,000	60,000
S	RW	2020	TAP(R)	50,000		0	25,000	75,000
P	CN	2021	STP(R)	432,500		0	67,500	500,000
Totals				532,500		0	102,500	635,000

Expenditure Schedule					
Phase	1st	2nd	3rd	4th	5th & 6th
PE	60,000	0	0	0	0
RW	75,000	0	0	0	0
CN	0	500,000	0	0	0
Totals	135,000	500,000	0	0	0

Six Year Transportation Improvement Program From 2020 to 2025

Agency: Grays Harbor Co.

County: Grays Harbor

MPO/RTPO: SWW RTPO

N Inside

Y Outside

Functional Class	Priority Number	A. PIN/Project No. C. Project Title D. Road Name or Number E. Begin & End Termini F. Project Description	B. STIP ID G. Structure ID	Hearing	Adopted	Amendment	Resolution No.	Improvement Type	Utility Codes	Total Length	Environmental Type	RW Required
06	12	Wishkah Road Curve Realignment to Realign Wishkah Road	WA-11314					04				No

Funding								
Status	Phase	Phase Start Year (YYYY)	Federal Fund Code	Federal Funds	State Fund Code	State Funds	Local Funds	Total Funds
P	PE	2022		0	CRAB	135,000	15,000	150,000
P	RW	2023		0		0	20,000	20,000
P	CN	2024		0	CRAB	630,000	70,000	700,000
Totals				0		765,000	105,000	870,000

Expenditure Schedule					
Phase	1st	2nd	3rd	4th	5th & 6th
PE	0	0	100,000	50,000	0
RW	0	0	10,000	10,000	0
CN	0	0	0	0	700,000
Totals	0	0	110,000	60,000	700,000

Six Year Transportation Improvement Program From 2020 to 2025

Agency: Grays Harbor Co.

County: Grays Harbor

MPO/RTPO: SWW RTPO

N Inside

Y Outside

Functional Class	Priority Number	A. PIN/Project No. C. Project Title D. Road Name or Number E. Begin & End Termini F. Project Description	B. STIP ID G. Structure ID	Hearing	Adopted	Amendment	Resolution No.	Improvement Type	Utility Codes	Total Length	Environmental Type	RW Required
07	16	Major Collector Roads BST's Various to Various Pave existing gravel roads.	WA-00531					05	C P T	1.000	CE	No

Funding								
Status	Phase	Phase Start Year (YYYY)	Federal Fund Code	Federal Funds	State Fund Code	State Funds	Local Funds	Total Funds
S	CN	2020		0		0	60,000	60,000
Totals				0		0	60,000	60,000

Expenditure Schedule					
Phase	1st	2nd	3rd	4th	5th & 6th
CN	20,000	20,000	20,000	0	0
Totals	20,000	20,000	20,000	0	0

Six Year Transportation Improvement Program From 2020 to 2025

Agency: Grays Harbor Co.

County: Grays Harbor

MPO/RTPO: SWW RTPO

N Inside

Y Outside

Functional Class	Priority Number	A. PIN/Project No. C. Project Title D. Road Name or Number E. Begin & End Termini F. Project Description	B. STIP ID G. Structure ID	Hearing	Adopted	Amendment	Resolution No.	Improvement Type	Utility Codes	Total Length	Environmental Type	RW Required
09	17	Access Road BST's Various to Various Pave existing gravel roads.	WA-00534					05	C P T	1.500	CE	No

Funding								
Status	Phase	Phase Start Year (YYYY)	Federal Fund Code	Federal Funds	State Fund Code	State Funds	Local Funds	Total Funds
S	CN	2020		0		0	90,000	90,000
Totals				0		0	90,000	90,000

Expenditure Schedule					
Phase	1st	2nd	3rd	4th	5th & 6th
CN	30,000	30,000	30,000	0	0
Totals	30,000	30,000	30,000	0	0

Six Year Transportation Improvement Program From 2020 to 2025

Agency: Grays Harbor Co.

County: Grays Harbor

MPO/RTPO: SWW RTPO

N Inside

Y Outside

Functional Class	Priority Number	A. PIN/Project No. C. Project Title D. Road Name or Number E. Begin & End Termini F. Project Description	B. STIP ID G. Structure ID	Hearing	Adopted	Amendment	Resolution No.	Improvement Type	Utility Codes	Total Length	Environmental Type	RW Required
08	18	/ 14RR(000) East Satsop Road Realignment 73850 0.00 to 0.30 Widen, realign and drainage.	WA-00568	06/18/18	06/18/18		2018-056	04	P T	0.300	CE	No

Funding								
Status	Phase	Phase Start Year (YYYY)	Federal Fund Code	Federal Funds	State Fund Code	State Funds	Local Funds	Total Funds
P	PE	2022		0	OTHER	60,000	10,000	70,000
P	RW	2023		0		0	60,000	60,000
P	CN	2024		0	OTHER	810,000	90,000	900,000
Totals				0		870,000	160,000	1,030,000

Expenditure Schedule					
Phase	1st	2nd	3rd	4th	5th & 6th
PE	0	0	70,000	0	0
RW	0	0	0	60,000	0
CN	0	0	0	0	900,000
Totals	0	0	70,000	60,000	900,000

Six Year Transportation Improvement Program From 2020 to 2025

Agency: Grays Harbor Co.

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Functional Class	Priority Number	A. PIN/Project No. C. Project Title D. Road Name or Number E. Begin & End Termini F. Project Description	B. STIP ID G. Structure ID	Hearing	Adopted	Amendment	Resolution No.	Improvement Type	Utility Codes	Total Length	Environmental Type	RW Required
07	19	/ T141(000) Middle Satsop Road Curve Revision 97250 4.5 to 5.0 Curve Realignment	WA-00571					04	P T	0.500	CE	No

Funding								
Status	Phase	Phase Start Year (YYYY)	Federal Fund Code	Federal Funds	State Fund Code	State Funds	Local Funds	Total Funds
P	PE	2023		0	OTHER	90,000	10,000	100,000
P	RW	2024		0		0	50,000	50,000
P	CN	2025		0	OTHER	1,080,000	120,000	1,200,000
Totals				0		1,170,000	180,000	1,350,000

Expenditure Schedule					
Phase	1st	2nd	3rd	4th	5th & 6th
PE	0	0	0	50,000	50,000
RW	0	0	0	0	50,000
CN	0	0	0	0	1,200,000
Totals	0	0	0	50,000	1,300,000

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Agency: Grays Harbor Co.

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Functional Class	Priority Number	A. PIN/Project No. C. Project Title D. Road Name or Number E. Begin & End Termini F. Project Description	B. STIP ID G. Structure ID	Hearing	Adopted	Amendment	Resolution No.	Improvement Type	Utility Codes	Total Length	Environmental Type	RW Required
07	20	Blue Slough Road Reconstruction 61140 2.4 to 2.7 Widen and realign.	WA-00573					04		0.300	CE	No

Funding								
Status	Phase	Phase Start Year (YYYY)	Federal Fund Code	Federal Funds	State Fund Code	State Funds	Local Funds	Total Funds
S	PE	2020		0	CRAB	18,000	2,000	20,000
S	CN	2020		0	CRAB	782,000	118,000	900,000
Totals				0		800,000	120,000	920,000

Expenditure Schedule					
Phase	1st	2nd	3rd	4th	5th & 6th
PE	20,000	0	0	0	0
CN	900,000	0	0	0	0
Totals	920,000	0	0	0	0

Six Year Transportation Improvement Program From 2020 to 2025

Agency: Grays Harbor Co.

County: Grays Harbor

MPO/RTPO: SWW RTPO

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Y Outside

Functional Class	Priority Number	A. PIN/Project No. C. Project Title D. Road Name or Number E. Begin & End Termini F. Project Description	B. STIP ID G. Structure ID	Hearing	Adopted	Amendment	Resolution No.	Improvement Type	Utility Codes	Total Length	Environmental Type	RW Required
08	21	/ 14W0(000) Boundary Road Realignment Project 73650 8.20 to 8.40 Curve realignment.	WA-00619	06/18/18	06/18/18		2018-056	04		0.200	CE	No

Funding								
Status	Phase	Phase Start Year (YYYY)	Federal Fund Code	Federal Funds	State Fund Code	State Funds	Local Funds	Total Funds
P	PE	2021		0	OTHER	27,000	3,000	30,000
P	RW	2022		0		0	20,000	20,000
P	CN	2023		0	OTHER	320,000	80,000	400,000
Totals				0		347,000	103,000	450,000

Expenditure Schedule					
Phase	1st	2nd	3rd	4th	5th & 6th
PE	0	30,000	0	0	0
RW	0	0	20,000	0	0
CN	0	0	0	400,000	0
Totals	0	30,000	20,000	400,000	0

Six Year Transportation Improvement Program From 2020 to 2025

Agency: Grays Harbor Co.

County: Grays Harbor

MPO/RTPO: SWW RTPO

N Inside

Y Outside

Functional Class	Priority Number	A. PIN/Project No. C. Project Title D. Road Name or Number E. Begin & End Termini F. Project Description	B. STIP ID G. Structure ID	Hearing	Adopted	Amendment	Resolution No.	Improvement Type	Utility Codes	Total Length	Environmental Type	RW Required
07	22	/ A141(000) Intersection Improvements - Montesano Street / Chehalis Street 14390 0.88 to 0.94 Construct left turn lane.	WA-00625					21	C P T	0.060	CE	No

Funding								
Status	Phase	Phase Start Year (YYYY)	Federal Fund Code	Federal Funds	State Fund Code	State Funds	Local Funds	Total Funds
P	PE	2022	STP(R)	52,000		0	8,000	60,000
P	CN	2023	STP(R)	180,000		0	30,000	210,000
Totals				232,000		0	38,000	270,000

Expenditure Schedule					
Phase	1st	2nd	3rd	4th	5th & 6th
PE	0	0	60,000	0	0
CN	0	0	0	210,000	0
Totals	0	0	60,000	210,000	0

Six Year Transportation Improvement Program From 2020 to 2025

Agency: Grays Harbor Co.

County: Grays Harbor

MPO/RTPO: SWW RTPO

N Inside

Y Outside

Functional Class	Priority Number	A. PIN/Project No. C. Project Title D. Road Name or Number E. Begin & End Termini F. Project Description	B. STIP ID G. Structure ID	Hearing	Adopted	Amendment	Resolution No.	Improvement Type	Utility Codes	Total Length	Environmental Type	RW Required
08	23	/ 1400(000) Kirkpatrick Road 933101 9.5 to 10.4 Reconstruct and realign.	WA-00626					04	P T	0.900	CE	No

Funding								
Status	Phase	Phase Start Year (YYYY)	Federal Fund Code	Federal Funds	State Fund Code	State Funds	Local Funds	Total Funds
P	PE	2022		0	OTHER	360,000	40,000	400,000
P	RW	2023		0		0	50,000	50,000
P	CN	2025		0	OTHER	3,600,000	400,000	4,000,000
Totals				0		3,960,000	490,000	4,450,000

Expenditure Schedule					
Phase	1st	2nd	3rd	4th	5th & 6th
PE	0	0	150,000	150,000	100,000
RW	0	0	0	50,000	0
CN	0	0	0	0	4,000,000
Totals	0	0	150,000	200,000	4,100,000

Six Year Transportation Improvement Program From 2020 to 2025

Agency: Grays Harbor Co.

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N Inside

Y Outside

Functional Class	Priority Number	A. PIN/Project No. C. Project Title D. Road Name or Number E. Begin & End Termini F. Project Description	B. STIP ID G. Structure ID	Hearing	Adopted	Amendment	Resolution No.	Improvement Type	Utility Codes	Total Length	Environmental Type	RW Required
07	24	South Bank Road Chip Seal Project 96410 Oakville to Elma South Bank Road Chip Seal Project	03950					05	C P T	17.000	CE	No

Funding								
Status	Phase	Phase Start Year (YYYY)	Federal Fund Code	Federal Funds	State Fund Code	State Funds	Local Funds	Total Funds
P	CN	2023		0	OTHER	450,000	50,000	500,000
Totals				0		450,000	50,000	500,000

Expenditure Schedule					
Phase	1st	2nd	3rd	4th	5th & 6th
CN	0	0	0	500,000	0
Totals	0	0	0	500,000	0

Six Year Transportation Improvement Program From 2020 to 2025

Agency: Grays Harbor Co.

County: Grays Harbor

MPO/RTPO: SWW RTPO

N Inside

Y Outside

Functional Class	Priority Number	A. PIN/Project No. C. Project Title D. Road Name or Number E. Begin & End Termini F. Project Description	B. STIP ID G. Structure ID	Hearing	Adopted	Amendment	Resolution No.	Improvement Type	Utility Codes	Total Length	Environmental Type	RW Required
07	24	Wynooche Road Mulhauser Curve Realignment 95190 1.4 to 1.85 Widen and realign.	WA-05590					04	C P T	0.450	CE	No

Funding								
Status	Phase	Phase Start Year (YYYY)	Federal Fund Code	Federal Funds	State Fund Code	State Funds	Local Funds	Total Funds
P	PE	2022	STP(R)	160,000		0	40,000	200,000
P	RW	2023		0		0	100,000	100,000
P	CN	2024	STP(R)	1,730,000		0	270,000	2,000,000
Totals				1,890,000		0	410,000	2,300,000

Expenditure Schedule					
Phase	1st	2nd	3rd	4th	5th & 6th
PE	0	0	100,000	100,000	0
RW	0	0	0	100,000	0
CN	0	0	0	0	2,000,000
Totals	0	0	100,000	200,000	2,000,000

Six Year Transportation Improvement Program From 2020 to 2025

Agency: Grays Harbor Co.

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Functional Class	Priority Number	A. PIN/Project No. C. Project Title D. Road Name or Number E. Begin & End Termini F. Project Description	B. STIP ID G. Structure ID	Hearing	Adopted	Amendment	Resolution No.	Improvement Type	Utility Codes	Total Length	Environmental Type	RW Required
08	26	West Wynooche Road Curve Revision 57290 2.37 to 2.64 Widen and realign.	WA-00621					04	C P T	0.270	CE	No

Funding								
Status	Phase	Phase Start Year (YYYY)	Federal Fund Code	Federal Funds	State Fund Code	State Funds	Local Funds	Total Funds
P	PE	2022		0	OTHER	108,000	12,000	120,000
P	RW	2023		0		0	30,000	30,000
P	CN	2024		0	OTHER	675,000	75,000	750,000
Totals				0		783,000	117,000	900,000

Expenditure Schedule					
Phase	1st	2nd	3rd	4th	5th & 6th
PE	0	0	40,000	70,000	10,000
RW	0	0	0	30,000	0
CN	0	0	0	0	750,000
Totals	0	0	40,000	100,000	760,000

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Agency: Grays Harbor Co.

County: Grays Harbor

MPO/RTPO: SWW RTPO

N Inside

Y Outside

Functional Class	Priority Number	A. PIN/Project No. C. Project Title D. Road Name or Number E. Begin & End Termini F. Project Description	B. STIP ID G. Structure ID	Hearing	Adopted	Amendment	Resolution No.	Improvement Type	Utility Codes	Total Length	Environmental Type	RW Required
07	27	/ Q141(000) Garrard Creek Road Curve Realignment 68880 3.1 to 3.6 Curve revision.	WA-00618					04	P T	0.500	CE	No

Funding								
Status	Phase	Phase Start Year (YYYY)	Federal Fund Code	Federal Funds	State Fund Code	State Funds	Local Funds	Total Funds
S	PE	2020		0	CRAB	32,000	8,000	40,000
S	RW	2020		0		0	20,000	20,000
S	CN	2021		0	CRAB	1,080,000	120,000	1,200,000
Totals				0		1,112,000	148,000	1,260,000

Expenditure Schedule					
Phase	1st	2nd	3rd	4th	5th & 6th
PE	40,000	0	0	0	0
RW	20,000	0	0	0	0
CN	0	1,200,000	0	0	0
Totals	60,000	1,200,000	0	0	0

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Agency: Grays Harbor Co.

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Functional Class	Priority Number	A. PIN/Project No. C. Project Title D. Road Name or Number E. Begin & End Termini F. Project Description	B. STIP ID G. Structure ID	Hearing	Adopted	Amendment	Resolution No.	Improvement Type	Utility Codes	Total Length	Environmental Type	RW Required
07	28	Wynooche Road Chip Seal Project 95190 Monte to Grisdale Wynooche Road Chip Seal Project	WA-03950					05	C P T	33.000	CE	No

Funding								
Status	Phase	Phase Start Year (YYYY)	Federal Fund Code	Federal Funds	State Fund Code	State Funds	Local Funds	Total Funds
P	CN	2022		0	OTHER	900,000	100,000	1,000,000
Totals				0		900,000	100,000	1,000,000

Expenditure Schedule					
Phase	1st	2nd	3rd	4th	5th & 6th
CN	0	0	1,000,000	0	0
Totals	0	0	1,000,000	0	0

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Functional Class	Priority Number	A. PIN/Project No. C. Project Title D. Road Name or Number E. Begin & End Termini F. Project Description	B. STIP ID G. Structure ID	Hearing	Adopted	Amendment	Resolution No.	Improvement Type	Utility Codes	Total Length	Environmental Type	RW Required
07	30	Montesano Street Paving Project 14390 000.384 to 1.099 Pave the road and shoulder along Montesano Street between Westport and the Ocosta Schools	WA-03973					05	C P T	0.710	CE	No

Funding								
Status	Phase	Phase Start Year (YYYY)	Federal Fund Code	Federal Funds	State Fund Code	State Funds	Local Funds	Total Funds
S	PE	2020	STP(R)	60,550		0	9,450	70,000
P	CN	2021	STP(R)	346,000		0	54,000	400,000
Totals				406,550		0	63,450	470,000

Expenditure Schedule					
Phase	1st	2nd	3rd	4th	5th & 6th
PE	70,000	0	0	0	0
CN	0	400,000	0	0	0
Totals	70,000	400,000	0	0	0

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Agency: Grays Harbor Co.

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MPO/RTPO: SWW RTPO

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Functional Class	Priority Number	A. PIN/Project No. C. Project Title D. Road Name or Number E. Begin & End Termini F. Project Description	B. STIP ID G. Structure ID	Hearing	Adopted	Amendment	Resolution No.	Improvement Type	Utility Codes	Total Length	Environmental Type	RW Required
07	31	Ocean Beach Road Paving Project 94230 0.00 to 2.5 Overlay 2.5 miles of Ocean Beach Road	WA-08812	06/18/18	06/18/18		2018-056	05	C P T	2.500	CE	No

Funding								
Status	Phase	Phase Start Year (YYYY)	Federal Fund Code	Federal Funds	State Fund Code	State Funds	Local Funds	Total Funds
P	PE	2021		0	OTHER	36,000	4,000	40,000
P	CN	2022		0	OTHER	810,000	90,000	900,000
Totals				0		846,000	94,000	940,000

Expenditure Schedule					
Phase	1st	2nd	3rd	4th	5th & 6th
PE	0	20,000	20,000	0	0
CN	0	0	900,000	0	0
Totals	0	20,000	920,000	0	0

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Functional Class	Priority Number	A. PIN/Project No. C. Project Title D. Road Name or Number E. Begin & End Termini F. Project Description	B. STIP ID G. Structure ID	Hearing	Adopted	Amendment	Resolution No.	Improvement Type	Utility Codes	Total Length	Environmental Type	RW Required
08	32	Wildcat Creek Culvert Replacement Summit - 79610 .70 to .72 Replace under-sized culvert.	WA-05593					03	C P T	0.020	CE	No

Funding								
Status	Phase	Phase Start Year (YYYY)	Federal Fund Code	Federal Funds	State Fund Code	State Funds	Local Funds	Total Funds
P	PE	2022		0	OTHER	18,000	2,000	20,000
P	CN	2023		0	OTHER	180,000	20,000	200,000
Totals				0		198,000	22,000	220,000

Expenditure Schedule					
Phase	1st	2nd	3rd	4th	5th & 6th
PE	0	0	20,000	0	0
CN	0	0	0	200,000	0
Totals	0	0	20,000	200,000	0

Six Year Transportation Improvement Program From 2020 to 2025

Agency: Grays Harbor Co.

County: Grays Harbor

MPO/RTPO: SWW RTPO

N Inside

Y Outside

Functional Class	Priority Number	A. PIN/Project No. C. Project Title D. Road Name or Number E. Begin & End Termini F. Project Description	B. STIP ID G. Structure ID	Hearing	Adopted	Amendment	Resolution No.	Improvement Type	Utility Codes	Total Length	Environmental Type	RW Required
08	33	Wildcat Creek Culvert Replacement Elma Hicklin - 79610 4.05 to 4.10 Replace under-sized culvert.	WA-05594					03	C P T	0.050	CE	No

Funding								
Status	Phase	Phase Start Year (YYYY)	Federal Fund Code	Federal Funds	State Fund Code	State Funds	Local Funds	Total Funds
P	PE	2022		0	OTHER	18,000	2,000	20,000
P	CN	2023		0	OTHER	180,000	20,000	200,000
Totals				0		198,000	22,000	220,000

Expenditure Schedule					
Phase	1st	2nd	3rd	4th	5th & 6th
PE	0	0	20,000	0	0
CN	0	0	0	200,000	0
Totals	0	0	20,000	200,000	0

Six Year Transportation Improvement Program From 2020 to 2025

Agency: Grays Harbor Co.

County: Grays Harbor

MPO/RTPO: SWW RTPO

N Inside

Y Outside

Functional Class	Priority Number	A. PIN/Project No. C. Project Title D. Road Name or Number E. Begin & End Termini F. Project Description	B. STIP ID G. Structure ID	Hearing	Adopted	Amendment	Resolution No.	Improvement Type	Utility Codes	Total Length	Environmental Type	RW Required
07	34	Wynooche Road Culvert Replacement 95190 7.17 to 7.23 Replace under-sized culvert.	03953					03	C P T	0.020	CE	Yes

Funding								
Status	Phase	Phase Start Year (YYYY)	Federal Fund Code	Federal Funds	State Fund Code	State Funds	Local Funds	Total Funds
S	PE	2020		0	CRAB	45,000	5,000	50,000
S	CN	2021		0	CRAB	455,000	45,000	500,000
Totals				0		500,000	50,000	550,000

Expenditure Schedule					
Phase	1st	2nd	3rd	4th	5th & 6th
PE	50,000	0	0	0	0
CN	0	500,000	0	0	0
Totals	50,000	500,000	0	0	0

Six Year Transportation Improvement Program From 2020 to 2025

Agency: Grays Harbor Co.

County: Grays Harbor

MPO/RTPO: SWW RTPO

N Inside

Y Outside

Functional Class	Priority Number	A. PIN/Project No. C. Project Title D. Road Name or Number E. Begin & End Termini F. Project Description	B. STIP ID G. Structure ID	Hearing	Adopted	Amendment	Resolution No.	Improvement Type	Utility Codes	Total Length	Environmental Type	RW Required
07	35	Lambert Road Curve Realignment 96340 3.8 to 4.0 Realign and Reconstruct.	WA-05623					04	C P T	0.200	CE	No

Funding								
Status	Phase	Phase Start Year (YYYY)	Federal Fund Code	Federal Funds	State Fund Code	State Funds	Local Funds	Total Funds
P	CN	2022	STP(R)	605,500		0	94,500	700,000
Totals				605,500		0	94,500	700,000

Expenditure Schedule					
Phase	1st	2nd	3rd	4th	5th & 6th
CN	0	0	700,000	0	0
Totals	0	0	700,000	0	0

Six Year Transportation Improvement Program From 2020 to 2025

Agency: Grays Harbor Co.

County: Grays Harbor

MPO/RTPO: SWW RTPO

N Inside

Y Outside

Functional Class	Priority Number	A. PIN/Project No. C. Project Title D. Road Name or Number E. Begin & End Termini F. Project Description	B. STIP ID G. Structure ID	Hearing	Adopted	Amendment	Resolution No.	Improvement Type	Utility Codes	Total Length	Environmental Type	RW Required
07	36	Lambert Road Reconstruction 96340 3.1 to 3.4 Realign and reconstruct.	WA-05624					04	C P T	0.300	CE	No

Funding								
Status	Phase	Phase Start Year (YYYY)	Federal Fund Code	Federal Funds	State Fund Code	State Funds	Local Funds	Total Funds
P	CN	2022	STP(R)	259,500		0	40,500	300,000
Totals				259,500		0	40,500	300,000

Expenditure Schedule					
Phase	1st	2nd	3rd	4th	5th & 6th
CN	0	0	300,000	0	0
Totals	0	0	300,000	0	0

Six Year Transportation Improvement Program From 2020 to 2025

Agency: Grays Harbor Co.

County: Grays Harbor

MPO/RTPO: SWW RTPO

N Inside

Y Outside

Functional Class	Priority Number	A. PIN/Project No. C. Project Title D. Road Name or Number E. Begin & End Termini F. Project Description	B. STIP ID G. Structure ID	Hearing	Adopted	Amendment	Resolution No.	Improvement Type	Utility Codes	Total Length	Environmental Type	RW Required
07	38	Grays Harbor County 2019 Cities & County Paving Project Various to Various Pave various projects throughout Grays Harbor County. Sponsors will work off a selected list as much as funding will allow.	WA-05314					05	C P T		CE	No

Funding								
Status	Phase	Phase Start Year (YYYY)	Federal Fund Code	Federal Funds	State Fund Code	State Funds	Local Funds	Total Funds
P	CN	2020	STP(R)	1,000,000		0	135,000	1,135,000
Totals				1,000,000		0	135,000	1,135,000

Expenditure Schedule					
Phase	1st	2nd	3rd	4th	5th & 6th
CN	1,135,000	0	0	0	0
Totals	1,135,000	0	0	0	0

	Federal Funds		State Funds	Local Funds	Total Funds
Grand Totals for Grays Harbor Co.	23,598,050		14,899,000	7,622,950	46,120,000



**GRAYS HARBOR COUNTY
BOARD OF COUNTY COMMISSIONERS
AGENDA COVER SHEET**

MEETING DATE
6/18/2019 1:00:00 PM

DEPARTMENT: Commissioners
DIVISION: <i>(if applicable)</i>
SUBMITTER: Jenna Amsbury
AGENDA ITEM TITLE: Authorization for the Chehalis Basin Partnership to apply for a Rose Foundation Grant for StreamTeam in the amount of \$2,500
EXPLANATION OF REQUEST: <i>(include dates, important information and summary)</i> This grant will provide funding towards a part time coordinator to run the Grays Harbor Stream Team. The position is housed at the Grays Harbor Historical Seaport and there is an existing MOU to support the funding relationship. The coordinator will build on the outstanding work undertaken over the past three years to increase the scope and effectiveness of the Stream Team.
FISCAL IMPACT/FUNDING SOURCE: \$2,500 grant
RECOMMENDED ACTION: Authorize the grant application.

[BELOW TO BE COMPLETED BY CLERK OF BOARD]

BOCC ACTION:

	APPROVED
	DENIED
	TABLED/DEFERRED/NO ACTION TAKEN
	CONTINUED TO DATE: ____/____/____ TIME: _____
	OTHER _____

June 17, 2019

TO: Board of Grays Harbor County Commissioners

FROM: Kirsten Harma, Chehalis Basin Partnership Watershed Coordinator

RE: Authorization to Apply for Rayonier Community Fund Grant

Authorization is hereby requested for Kirsten Harma to apply for the following grant on behalf of Grays Harbor County:

“Grays Harbor Stream Team”

in the amount of **\$2,500**

for the time period **November 1, 2019 – October 30, 2020.**

This grant will provide funding towards a part time coordinator to run the Grays Harbor Stream Team. The position is housed at the Grays Harbor Historical Seaport and there is an existing MOU to support the funding relationship. The coordinator will build on the outstanding work undertaken over the past three years to increase the scope and effectiveness of the Stream Team. The coordinator will recruit volunteers, develop volunteer restoration projects in the Grays Harbor area, and provide “nature walks” and other outdoor education opportunities for both children and adults. The Stream Team will work closely with project partners: Chehalis Basin Partnership, Chehalis River Basin Land Trust, Chehalis Basin Lead Entity and Grays Harbor Historical Seaport. This project benefits the citizens and environment of Grays Harbor County, and is in line with the recommendations in the Chehalis Basin Watershed Management Plan.

Sincerely,

Kirsten Harma,
Chehalis Basin Watershed Coordinator

Authorization is hereby granted for Kirsten Harma to apply for the above mentioned grant.

Approved this _____ day of _____, 2019.

BOARD OF COUNTY COMMISSIONERS
FOR GRAYS HARBOR COUNTY

Vickie Raines, Chairman

Randy Ross, Commissioner

Wes Cormier, Commissioner



**GRAYS HARBOR COUNTY
BOARD OF COUNTY COMMISSIONERS
AGENDA COVER SHEET**

MEETING DATE
6/18/2019 1:00:00 PM

DEPARTMENT: Management Services
DIVISION: <i>(if applicable)</i>
SUBMITTER: Brenda Sherman
AGENDA ITEM TITLE: Supplemental Budget Resolution - Management Services, \$144,620
EXPLANATION OF REQUEST: <i>(include dates, important information and summary)</i> This resolution increases the budget for an additional public records position, records management software and adjustments to actual.
FISCAL IMPACT/FUNDING SOURCE: Costs are billed out of other funds
RECOMMENDED ACTION: Set hearing date

[BELOW TO BE COMPLETED BY CLERK OF BOARD]

BOCC ACTION:

	APPROVED
	DENIED
	TABLED/DEFERRED/NO ACTION TAKEN
	CONTINUED TO DATE: ____/____/____ TIME: _____
	OTHER _____

RESOLUTION NO. _____

AUTHORIZING A SUPPLEMENTAL EXTENSION IN THE BUDGET
OF THE GRAYS HARBOR COUNTY MISCELLANEOUS FUND
MANAGEMENT SERVICES #504-000-000

WHEREAS, it has been brought to the attention of the Board of Commissioners for Grays Harbor County that there are state, county or federal funds available, and

WHEREAS, RCW 36.40.100 authorizes supplemental appropriations from unanticipated county, state or federal funds after publication of notice of time and place of the meeting at which the supplemental appropriation resolution will be adopted and the amount of the appropriation, and said notice was made pursuant to legal requirements, and said public hearing was held thereon where interested persons were allowed to appear and be heard;

NOW THEREFORE, BE IT RESOLVED that a supplemental appropriation is authorized as follows:

REVENUE:

504-000-000-397-00-00-01	Transfer In - Public Records	\$109,434
504-000-000-341-44-00-00	Records Management	\$15,161
504-000-000-308-10-00-00	Beginning Cash & Investments	\$20,000
504-000-000-308-10-00-01	Imprest Account	\$25
		<u>\$144,620</u>

EXPENDITURES:

504-000-000-594-14-64-00	Records Management Software	\$28,915
504-000-000-514-89-12-00	Salaries & Wages - Public Records	\$27,473
504-000-000-514-89-20-00	Personnel Benefits - Public Records	\$13,328
504-000-000-514-89-31-00	Supplies - Public Records	\$500
504-000-000-514-89-35-00	Small Tools & Equip - Public Rec	\$1,500
504-000-000-514-89-41-01	I/F Professional Services CS - PR	\$1,000
504-000-000-514-89-43-00	Travel - Public Records	\$500
504-000-000-514-89-49-00	Miscellaneous - Public Records	\$600
504-000-000-508-80-00-01	Imprest Account	\$25
504-000-000-508-10-00-00	Reserved Ending Cash & Investments	\$70,779
		<u>\$144,620</u>

ADOPTED this _____ day of _____, 2019.

BOARD OF COUNTY COMMISSIONERS
FOR GRAYS HARBOR COUNTY

Chair

ATTEST:

Commissioner

Clerk of the Board

Commissioner



**GRAYS HARBOR COUNTY
BOARD OF COUNTY COMMISSIONERS
AGENDA COVER SHEET**

MEETING DATE
6/18/2019 1:00:00 PM

DEPARTMENT: Public Works
DIVISION: ER&R
SUBMITTER: James Kost
AGENDA ITEM TITLE: Surplus Vehicle
EXPLANATION OF REQUEST: <i>(include dates, important information and summary)</i> Surplus Vehicle 187 a 2013 Chevrolet Tahoe that's been wrecked and was due for replacement this year and sell on Gov Deals with reserve of \$500.
FISCAL IMPACT/FUNDING SOURCE: None
RECOMMENDED ACTION: Surplus vehicle 187 and sell on Gov Deals.

[BELOW TO BE COMPLETED BY CLERK OF BOARD]

BOCC ACTION:

- ☐ APPROVED
- ☐ DENIED
- ☐ TABLED/DEFERRED/NO ACTION TAKEN
- ☐ CONTINUED TO DATE: ____/____/____ TIME: _____
- ☐ OTHER _____



**GRAYS HARBOR COUNTY
BOARD OF COUNTY COMMISSIONERS
AGENDA COVER SHEET**

MEETING DATE
6/18/2019 1:00:00 PM

DEPARTMENT: Public Works
DIVISION: ER&R
SUBMITTER: James Kost
AGENDA ITEM TITLE: Advertise bid for SUV and set bid opening date for July 16
EXPLANATION OF REQUEST: <i>(include dates, important information and summary)</i> Advertise for bids of an SUV estimated at \$35,000 and set bid opening date for July 16. This was a budgeted vehicle replacement for 2019.
FISCAL IMPACT/FUNDING SOURCE: ER&R Replacement Program.
RECOMMENDED ACTION: Advertise and set bid opening date of July 16 th for SUV.

[BELOW TO BE COMPLETED BY CLERK OF BOARD]

BOCC ACTION:

<input type="checkbox"/>	APPROVED
<input type="checkbox"/>	DENIED
<input type="checkbox"/>	TABLED/DEFERRED/NO ACTION TAKEN
<input type="checkbox"/>	CONTINUED TO DATE: ____/____/____ TIME: _____
<input type="checkbox"/>	OTHER _____

GRAYS HARBOR COUNTY
DEPARTMENT OF PUBLIC SERVICES
EQUIPMENT RENTAL & REVOLVING
General bid conditions and specifications.

One (1) MID SIZE 4WD SUV

1 GENERAL DESCRIPTION

These specifications cover new equipment of current manufacturer, which will meet or exceed the following requirements and/or specifications.

2 BID DELIVERY

Each bid shall be completely sealed in a separate envelope, addressed to the Board of County Commissioners, Grays Harbor County, Suite 100 West Broadway, Montesano, Washington 98563-3614, with the name of the bidder, the bidder's address, and "Grays Harbor County Department of Public Services, "MID SIZE 4WD SUV" plainly written on the outside of the envelope. **All bids must be in the hands of the Clerk of the Board not later than 1:00 p.m., on JULY 16, 2019.**

3 BID OPENING DATE

Any and all bids for the following-described equipment, goods, or services that are not received by the Grays Harbor County Commissioners at the place and time specified above will not be considered. Bids will be publicly opened at the time and place stipulated herein above, unless the Board of County Commissioners has for good cause, continued the date of opening bids to a later date, rejected any or all bids, or has cancelled the call for bids.

4 EQUIPMENT, PRODUCT, and/or SERVICES DELIVERY

The equipment, product, and/or services being bid shall be delivered to the address specified in the bid specifications, in "new operational condition".

5 GOVERNMENT REGULATIONS

The equipment shall be designed and built in compliance with all applicable local, Washington State, and Federal regulations.

6 DESCRIPTION OF EQUIPMENT OFFERED

Each bidder shall submit as a part of its bid all available product literature concerning the equipment, product, or services offered with the bid specification.

7 TECHNICAL NOTATIONS AND AWARD OF BID

To be eligible for bid award, bidders must indicate in the spaces provided adjacent to, or below, each item, whether the equipment they are offering meets, exceeds, or deviates from the desired technical specifications, and/or other qualifications/conditions. Exceeds and deviations will be explained in writing on a separate page and attached to the bid specifications. The BID OFFER (Total Price Per Unit) will be legible and concise for ease of determining qualification for award.

Do not make changes on any part of the original bid package and please do not use the bid spec pages and forms as scratch paper.

Grays Harbor County will make bid award(s) to the lowest responsible bidder(s) most closely meeting the bid specifications as determined at the sole discretion of Grays Harbor County. Grays Harbor County reserves the right to waive any technical or formal bid defect and the right to reject any and all bids.

Any and all bid proposals may be rejected if there is reason for believing that collusion exists among the bidders, or any other reason deemed proper.

8 STANDARD EQUIPMENT

The equipment offered shall include all of the manufacturer's listed standard equipment for the equipment model offered in addition to the items required by the specifications.

9 ACCEPTANCE

No equipment, product, and/or service, part or parts, defective in construction or deficient in any of the requirements of these specifications will be considered for acceptance.

Successful bidder shall replace, repair and/or install to Grays Harbor County's satisfaction, any broken, damaged and/or missing parts on any delivered vehicles or equipment to the satisfaction of Grays Harbor County, or any other governmental agency, purchasing from this solicitation, prior to acceptance of vehicles and or equipment.

10 PRICE PROTECTION

Bidder certifies that said price shall remain firm for a period of SIX (6) months from the date of the award. Grays Harbor County may elect to increase its order, and/or another governmental agency may elect to purchase at said price, from this contract as per the Washington State Inter-local Cooperative Act, R.C.W. 39.34.

11 PRICE WARRANTY

The manufacturer, and bidder shall guarantee that prices for equipment, parts, and /or services, will be as low as such equipment, parts, and/or services sold to any other user purchasing in the like grade and quality, and that if at any time the prices are reduced or increased to the general trade, it is understood by bidders that Grays Harbor County shall not pay a higher price than any other user, effective with the date of such price reduction or increase to the general trade.

12 DELIVERY TIME

Grays Harbor County requires delivery within ONE HUNDRED TWENTY (120) days of purchase order being received by successful bidder.

Preferred delivery soon as possible after bid award. Estimated timeframe of delivery on bid submitted will be taken into consideration of awarding bid.

All units shall be delivered to the F.O.B. address shown on the bid specifications, within the number of days, after the date of the purchase order being received by the successful bidder.

Guaranteed delivery date shall not exceed ONE HUNDRED TWENTY (120) days after receipt of Grays Harbor County Purchase order.

13 LIQUIDATED DAMAGES

All time limits stated in these bid specifications are of the essence. Should delivery not be completed on or before the time stipulated, it is mutually agreed by and between the successful bidder and Grays Harbor County that:

- A. A delay would seriously affect the public and the operation of the Grays Harbor County, Department of Public Services, that a reduction in the unit price of ONE HUNDRED DOLLARS (\$100.00) per calendar day for each and every day, for each unit, which exceeds the delivery time set forth in the purchase order, is the nearest measure of damages for each delay, that can be fixed at this time. Therefore, Grays Harbor County and the successful bidder hereby establish said reduction in the unit price of ONE HUNDRED DOLLARS (\$100.00) per calendar day for each and every day of each unit, as liquidated damages, and not as a penalty or forfeiture for the breach of agreement to complete delivery by the successful bidder on or before the time specified in the bid specification. This section shall not apply in the event that Grays Harbor County elects to void the contract as provided below in paragraph (20) twenty.
- B. Should the successful bidder be obstructed or delayed in completing delivery, by any default, act, or omission by Grays Harbor County, or by strikes, fires, acts of God, or by the inability to obtain materials, equipment, or labor due to Federal Government restrictions, then the time of completion shall be extended for such periods as may be agreed upon, in writing, by Grays Harbor County, and the successful bidder. Shall there be insufficient time to grant such extensions prior to the completion date of the

contract, Grays Harbor County, may, at the time of acceptance of the equipment, waive liquidation damages which may have accrued for the failure to complete the work on time, due to any of the above, after hearing evidence as to the reasons for such delay, and making a finding as to the cause of same.

- C. In the event that the successful bidder is on strike at the time of the award of the bid, Grays Harbor County reserves the option in its sole discretion to consider the next acceptable bid from a manufacturer that is not on strike.

14 F.O.B. POINT

Bid price submitted shall include delivery to the Grays Harbor County Maintenance Facility, 215 North First Street, Montesano, Washington 98563-3614.

15 ALTERNATIVES

Bids on suitable and equivalent alternatives to those specified, will be considered, provided, full description and specifications of the alternatives are submitted.

It is understood that no two equipment manufacturers design and engineer their products exactly alike. Therefore, minor specification variances from one manufacturer to the next are normal.

It is Grays Harbor County's intention to purchase equipment that is designed, engineered, and rated to satisfactorily perform in the application intended.

Minor variances from the technical specifications will be considered, provided that the primary performance requirements are met. Grays Harbor County reserves the right to accept or reject any proposed minor variances that appear to serve Grays Harbor County's best interest.

16 BRAND NAME EQUIPMENT SPECIFIED

Any reference to a brand name product is intended to indicate an acceptable quality level and provide reference as to the type of equipment desired. An equal quality product is acceptable.

17 PAYMENT

Payment will be made from the Grays Harbor County Department of Public Services within THIRTY (30) business days following date of delivery/acceptance/billing.

18 TAXES

The successful bidder shall collect from Grays Harbor County all applicable state and local sales, or use taxes.

19 NON-ASSIGNMENT

Any contract awarded pursuant to a successful bid shall not be assigned without the prior written consent of Grays Harbor County. Any such consent to assign any rights, duties or obligations under a contract awarded shall be issued not less than thirty (30) days prior to the effective date of such assignment, or delegation.

20 BID BOND

A FIVE PERCENT (5%) bid bond, to be held by Grays Harbor County, until Grays Harbor County accepts the equipment, goods and/or services, shall accompany all bids. If bidder does not furnish the said equipment at the time and place so stated on the bid document, the Board of County Commissioners reserves the right in its sole discretion, to terminate the purchase order and/or reject the equipment when tendered for delivery, and the Board may consider the contract null and void. In this event, the FIVE PERCENT (5%) bid bond shall be forfeited to Grays Harbor County.

The unsuccessful bidder's bid bonds shall be returned along with an explanation of bid rejection. The successful bidder's bond will be returned with payment.

21 TERMINATION

Grays Harbor County may cancel any purchase order/contract, or any part thereof, by written notice at any time, without penalty, if the vendor fails to comply with the terms, instructions, specifications, conditions, delivery completion date, or to perform the work with diligence.

22 COOPERATIVE PURCHASES

The Washington State Interlocal Cooperative Act, RCW Chapter 39.34, provides a method under which governmental agencies, in addition to Grays Harbor County, may make purchases on this bid award, in accordance with its price, terms and conditions. A bidder unwilling to extend the bid to additional purchases by Grays Harbor County or other governmental agencies must indicate this unwillingness on the bid form.

If, at the bidder's option, the extension of identical prices and services to other public agencies is procured, each public agency wishing to utilize this bid will issue a purchase order (or contract) binding only their agency. Each contract is between the bidder and the individual agency with no liability to Grays Harbor County.

Questions concerning the bid or bid specifications should be directed to Grays Harbor County, Department of Public Services, ER&R Manager, 360-249-4222 ext. 1666 7:00 a.m. to 3:30 p.m. M-F prior to the bid opening date.

23 PUBLIC RECORDS ACT

The Public Records Act, Chapter 42.56 RCW, requires the County to release copies of certain documents to the public upon request. Bids and associated documents submitted to the County may be subject to a public records request. If the Bidder in good faith

believes that any of these documents contain trade secrets or other confidential information that are exempt from public disclosure, the Bidder shall notify the County with the submission of the document. Upon receipt of a Public Records request, the County will notify the Bidder and allow time for the Bidder to seek a court injunction prior to the release of the records. By submitting any bid, the Bidder agrees to hold the County harmless and that the County is not liable for release of confidential information if the Bidder did not notify the County of the confidential nature of the information prior to its release or if the release is conducted in accordance with the Public Records Act.

One (1) MID SIZE 4WD SUV

BIDDERS HEREBY ACKNOWLEDGE THAT THEY HAVE READ AND UNDERSTAND ALL EQUIPMENT SPECIFICATIONS, BIDDING REQUIREMENTS, AND SPECIFICATIONS. THE BIDDER ALSO ACKNOWLEDGES THAT ANY BID SUBMITTED WHICH DOES NOT MEET, EXCEED OR HAVE DEVIATIONS (EXCEEDS AND DEVIATIONS EXPLAINED IN WRITING AND ATTACHED TO BID), WILL BE DEEMED UNRESPONSIVE AND REJECTED ON THAT BASIS. AWARDS WILL BE MADE TO THE LOWEST RESPONSIVE BIDDER THAT BEST MEETS ALL THE SPECIFICATIONS TO THE SATISFACTION OF GRAYS HARBOR COUNTY. THE QUALITY OF THE ARTICLES TO BE SUPPLIED, THEIR CONFORMITY WITH SPECIFICATIONS, AND THE "DELIVERY TIME" CLAUSES SHALL BE TAKEN INTO CONSIDERATION.

THE PURCHASER RESERVES THE RIGHT TO REJECT ANY OR ALL BIDS, TO WAIVE ANY INFORMALITY IN BIDS, AND TO ACCEPT ONLY THE RESPONSIVE BIDS AS MAY BE DEEMED IN THE BEST INTEREST OF GRAYS HARBOR COUNTY.

BIDDER (Name of Firm) _____

AUTHORIZED SIGNATURE _____

TITLE OF PERSON SIGNING _____

ADDRESS _____

DATE ____/____/____

One (1) MID SIZE 4WD SUV

MID SIZE 4WD SUV

UNDERLINED ITEMS ARE REQUIRED. OTHER ITEMS PREFERRED.**Specification Description**

Specification Description	Meets or Variation Description
<u>2018-2020 Manufacture Date</u>	
<u>4WD/AWD Drivetrain</u>	
<u>Sold as "New" Vehicle" and warranty accordingly</u>	
<u>3.3L Ti-VCT or 3.5L Ti-VCT V6 Engine</u>	
<u>California Emissions System</u>	
<u>Automatic Transmission</u>	
<u>4-Wheel Disc Brakes with Anti-Locking Braking System (ABS)</u>	
<u>AdvanceTrac with Roll Stability Control</u>	
<u>Airbags Frontal and Side</u>	
<u>Rear View Camera</u>	
<u>Bluetooth Cell Phone Capable</u>	
<u>Color White</u>	
<u>Intelligent Oil Life Monitor</u>	
<u>Electronic Power-Assist Steering</u>	
<u>Privacy Glass, 2nd and 3rd Rows and Liftgate</u>	
<u>Windshield Wipers, Variable Intermittent</u>	
<u>Rear Window Dual-Speed Wiper, Rear Defroster</u>	
<u>Daytime Running Lamps (DRL)</u>	
<u>Headlamps (Autolamp On/Off)</u>	
<u>Message Center with Trip Computer, Outside Temperature and Compass</u>	
<u>Air-Conditioning</u>	
<u>Rear Auxiliary Climate Controls</u>	
<u>AM/FM/Single CD/MP3 Capable, 6 Speakers, Audio Input Jack</u>	
<u>Smart-Charging Multimedia USB port</u>	

<u>All Terrain Tires</u>	
<u>Spare Tire</u>	
Individual Tire Pressure Monitoring System (TPMS) (excludes spare tire)	
<u>Dome/Map Lights</u>	
Full Carpeting	
Front and rear all weather floor mats	
Rear Cargo Area all weather mat to include 3 rd row seat area.	
Tilt/Telescoping Steering Column	
<u>Cruise Control</u>	
<u>Power Door Locks, Windows and Mirrors</u>	
<u>Includes Four (4) Fobs and or fully functioning keys</u>	
18.6-Gallon Fuel Tank	
Cloth Seating, 8-Way Power Drivers with Manual Lumbar, 4-Way Manual Passenger, 60/40 Split-Fold Flat 2nd Row, 40/20/40 Armrest with Console	
<u>3 year/36,000 mile Limited Bumper-to-Bumper Minimum</u>	
<u>5 year/60,000 mile Powertrain Minimum</u>	
Tire Chain/Traction Devise Compatible.	
Mercury Content if any, In Vehicle Bid "None"	
<u>EPA Estimated MPG as equipped above no less than 16 / 23 mpg</u>	

Grays Harbor County is looking to obtain this vehicle in a timely manner. Bids will be evaluated on ETA of delivery along with pricing. Bid spec variance will be evaluated vs how soon vehicle can be delivered. All variance must be noted!

One (1) MID SIZE 4WD SUV

Other options may be added at bidder's discretion, and explanation attached to the bid.

All fees, charges, taxes, delivery, and option prices shall be included in the total price.

Type and brand of vehicle being bid: _____

Bid offered by: _____

ETA for delivery of vehicle bid:_____

Base price plus features and options: \$_____

Subtotal: \$_____

Fees and charges: \$_____

Taxes: \$_____

Sales taxes: \$_____

Total \$_____



**GRAYS HARBOR COUNTY
BOARD OF COUNTY COMMISSIONERS
AGENDA COVER SHEET**

MEETING DATE
6/18/2019 1:00:00 PM

DEPARTMENT: Public Works
DIVISION: Roads <i>(if applicable)</i>
SUBMITTER: Rob Wilson
AGENDA ITEM TITLE: Special Use Permit for DNR
EXPLANATION OF REQUEST: <i>(include dates, important information and summary)</i> The DNR would like to be permitted to use Delezenne Road as part of a research project.
FISCAL IMPACT/FUNDING SOURCE: None
RECOMMENDED ACTION: Approve special use permit

[BELOW TO BE COMPLETED BY CLERK OF BOARD]

BOCC ACTION:

	APPROVED
	DENIED
	TABLED/DEFERRED/NO ACTION TAKEN
	CONTINUED TO DATE: ____/____/____ TIME: _____
	OTHER _____

PS-19-00006

SPECIAL USE PERMIT

This Special Use Permit ("Permit") dated June 11, 2019 is issued by Grays Harbor County through its Roads Department, 100 West Broadway, Suite 31, Montesano, WA 98563 ("Grays Harbor County") to Washington State Department of Natural Resources, 1111 Washington Street, SE Olympia, WA 98504 ("Permittee").

1. **PERMITTEE.** "Permittee" includes Permittee's employees, agents, and contractors.
2. **PERMIT AREA.** Grays Harbor County grants Permittee the non-exclusive right to enter and be upon the specified County roads as described on the maps attached and incorporated herein as Exhibit A and Exhibit B ("Permit Area") and perform activities as described below.
3. **PERMITTED ACTIVITY.** Activity under this Permit is limited to the collection of scientific data specific to the CMER research project titled **Road Prescription-Scale Effectiveness Monitoring Project (Empirical and Modeled Evaluation of Forest Road BMP Effectiveness in Western Washington)**. The study description and study plan for which are available by request to the Adaptive Management Program of the Permittee. Activities include:
 - 3.1. Excavation and maintenance of platforms as displayed in Exhibits C-F and detailed on Exhibit G;
 - 3.2. Installation and maintenance of ditchline best management practices, cross-drains, steel troughs, and collection equipment as displayed in Exhibits C-E and detailed on Exhibit F;
 - 3.3. Installation and maintenance of various surface rock types;
 - 3.4. Grading as necessary, and Grays Harbor County will notify project team when Grays Harbor County is grading its roads;
 - 3.5. Installation of traffic counters and rain gauges in the immediate area of study sites;
 - 3.6. Implementation of parameterization experiments as described in the study design;
 - 3.7. Following project completion, remove platform equipment, steel troughs, and any problem cross-drains and restore platforms to stable condition.

This permit is subject to all existing easements, licenses, exceptions, and other encumbrances. The permission granted to Permittee by this permit is limited to the roads owned by Grays Harbor County located in the Permit Area shown on Exhibit A.

4. **TERM.** The initial term of this Lease is three (3) years (the "Initial Term"), commencing June 11, 2019 ("Commencement Date") and terminating on June 11, 2022 ("Termination Date") unless extended by agreement of the parties as outlined below.
 - 4.1. **OPTION TO RENEW.** The initial term of this permit shall extend for up to 2 consecutive terms of 3 years each (each, a "Renewal Term" and collectively with the Initial Term, the "Term"), upon mutual written assent by Grays Harbor County, and Permittee with a continuation of all of the same provisions hereof. The Initial Term and the Renewal Term shall be collectively referred to hereinafter as the "Term."
5. **CONSIDERATION.** Mutual benefits and faithful compliance with Permit terms and conditions.
6. **INDEMNIFICATION BY PERMITTEE.** To the fullest extent permitted by law, the Permittee agrees to indemnify, defend and hold Grays Harbor County and its departments, elected and appointed officials,

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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 arise out of Permittee's, Permittee's employees, agents, and volunteers, use, occupation, or control of the Permit Area. However, Permittee's indemnity obligation shall not apply to claims, damages, losses, and expenses that arise out of the sole negligence, or proportionate share of concurrent negligent, of Grays Harbor County or its elected or appointed officials, employees, agents, or volunteers use, occupation, control, or other acts on the Permit Area. Permittee waives its immunity under Title 51 RCW to the extent required to indemnify, defend, and hold harmless Grays Harbor County and its elected and appointed officials, employees, agents, and volunteers. The foregoing indemnification obligations of the Permittee are a material inducement to Grays Harbor County to enter into this Permit, are reflected in the Permittee's compensation, and have been mutually negotiated by the parties.

Permittee's initials acknowledging indemnity terms: JPS

PARTICIPATION BY GRAYS HARBOR COUNTY – NO WAIVER. Grays Harbor 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 Permittee's indemnity obligations under this Permit.

SURVIVAL OF PERMITTEE'S INDEMNITY OBLIGATIONS. The Permittee agrees all Permittee's indemnity obligations shall survive the completion, expiration or termination of this Permit.

INDEMNITY BY PERMITTEE'S CONTRACTORS. In the event the Permittee enters into contracts to the extent allowed under this Permit, the Permittee's contractors shall indemnify Grays Harbor County on a basis equal to or exceeding Permittee's indemnity obligations to Grays Harbor County.

7. **INSURANCE.** The State of Washington, including all its agencies and departments, is self-insured for all exposures to tort liability, general liability, property damage liability, and auto liability, as provided in statute, but only as respects the negligence of the State. Without limiting the Permittee's indemnification to Grays Harbor County, and prior to commencement of Work, Permittee shall require its road contractor/subcontractor to obtain, provide and maintain at its own expense during the term of this Permit, policies of insurance of the type and amounts described below and in a form satisfactory to Grays Harbor County.

GENERAL LIABILITY INSURANCE, using a standard ISO CG 00 01 occurrence form, including premises, operations, products and completed operations, contractual liability with limits not less than \$2,000,000 per occurrence, \$4,000,000 General Aggregate and \$2,000,000 Products-Completed Operations Aggregate for bodily injury, personal injury, and property damage. Coverage shall include Employers Liability (stop gap).

The Commercial General Liability Coverage shall include the following endorsements:

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The County, its Board, officers, agents and employees shall be included as Additional Insureds either by specific endorsement naming these parties or a blanket additional insured endorsement applicable "when required by written contract or agreement"

Primary, Non-contributory endorsement, both in favor of Grays Harbor County, its Board, officers, agents and employees or a blanket waiver of subrogation endorsement applicable "when required by written contract or agreement".

The Commercial General Liability Coverage shall not include the following endorsements:

- i) Amendment of Contractual Liability
- ii) Total Pollution Exclusion
- iii) Cross Suits Liability Exclusion

AUTOMOBILE LIABILITY INSURANCE. Permittee shall require its road contractor/subcontractor to 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 the Permittee arising out of or in connection with Work to be performed under this Permit, 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.

PROFESSIONAL LIABILITY (ERRORS & OMISSIONS) INSURANCE. Permittee shall require its road contractor/subcontractor to maintain professional liability insurance that covers the Permitted activities to be performed in connection with this Permit, 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 Permit and Permittee agrees to maintain continuous coverage through a period of no less than three years after the completion of the permitted activities described within this Permit.

WORKER'S COMPENSATION INSURANCE. Permittee shall require its road contractor/subcontractor to maintain Workers' Compensation Insurance (Statutory Limits) and Employer's Liability Insurance (with limits of at least \$1,000,000).

Permittee shall require its road contractor/subcontractor to submit to Grays Harbor County, along with the certificate of insurance, a Waiver of Subrogation endorsement in favor of Grays Harbor County, its officers, agents, employees and volunteers.

ACCEPTABLE INSURERS. All insurance policies shall be issued by an insurance company currently authorized by the Insurance Commissioner to transact business of insurance in the State of Washington, with an assigned policyholders' Rating of A- (or higher) and Financial Size Category Class VI (or larger) in accordance with the latest edition of Best's Key Rating Guide, unless otherwise approved by the County's Risk Manager.

COUNTY'S RIGHT TO REVISE SPECIFICATIONS. Grays Harbor County reserves the right at any time during the term of the Permit to change the amounts and types of insurance required by giving the Permittee ninety (90) days advance written notice of such change.

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TIMELY NOTICE OF CLAIMS. Permittee shall give Grays Harbor County prompt and timely notice of claims made or suits instituted that arise out of or result from Permittee's permitted activities, and that involve or may involve coverage under any of the required liability policies.

8. **ATTORNEY'S FEES.** Should any legal action or proceeding be commenced by either party to enforce all or any provision of this Permit, the prevailing party shall be entitled to recover reasonable attorney's fees and costs incurred in connection with such action.

GENERAL TERMS AND CONDITIONS

9. **COMPLIANCE WITH LAW.** Permittee shall comply with all applicable federal, state, and local laws, regulations, and other requirements.

10. **ROAD USE.** Permittee shall:

- a) Comply with all traffic safety rules and regulations established by Grays Harbor County including the following limitations:

- i. **TRAFFIC CONTROL.** Grays Harbor County requires and Permittee agrees to follow appropriate traffic control plans as identified in Washington State Department of Transportation (WSDOT) "Work zone traffic control guidelines for Maintenance Operations" M54-44.06" for the Permit Area during the term of this Permit.

11. **HAZARDOUS MATERIALS.** Permittee shall not dispose of, discard or leak any dangerous, hazardous, or regulated products or materials on Grays Harbor County's roads.

12. **HOUSEKEEPING.** Permittee shall maintain satisfactory housekeeping practices during the duration of the Permit, and upon completion of work, shall remove all equipment, materials, tools, rubbish, and other materials of any kind, which may have accumulated on the premises. On-site disposal of waste whether by burning, burying or otherwise, is specifically prohibited.

13. **NOTICES.** All notices provided for in this Permit must be given in person or via telephone, facsimile, email or US mail to the Grays Harbor County's representative identified as the County Engineer and the Permittee's representative also known as the Landowner project team point of contact identified as:

Permittee:
WA State Dept. of Natural Resources
1111 Washington St. SE
Olympia, WA 98504
Phone: 360-902-1400
Fax: 360-902-1428
Email: fpd@dnr.wa.gov

Grays Harbor County Road Department:

Phone: _____
Fax: _____
Email: _____

14. **ASSUMPTION OF RISKS.** Permittee assumes all risks of personal injury or property damage to itself and its employees, agents, and contractors in connection with Permittee's activities under this Permit. Permittee acknowledges that the roads or Permit Area are used for logging, forestry, industrial operations, and other public traffic and are maintained as such. Permittee further acknowledges and understands that Grays Harbor County has made no representations as to the present or future

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condition of its roads or the Permit Area, the character of traffic on its roads, or any other factor affecting Permittee's risks. Permittee shall pay for all damage to Grays Harbor County's roads resulting directly or indirectly from Permittee's acts or omissions under this Permit, even if not attributable to negligence by Permittee.

15. **TERMINATION.** Grays Harbor County shall have the option to terminate this Agreement at any time. Termination shall be effective after thirty (30) days upon delivery of written notice to the Permittee. Grays Harbor County may terminate the Agreement in whole or in part whenever Grays Harbor County determines, in its sole discretion that such termination is in the interest of the Grays Harbor County and shall not constitute a breach of contract by the Grays Harbor County.
16. **RELATIONSHIP OF PARTIES.** This Agreement is not intended to create and shall not be construed to create any partnership or association for profit between Permittee and Grays Harbor County, and any liabilities hereunder shall be several and not joint.
17. **WAIVER.** Failure of either party to insist upon the strict performance of any of the terms and conditions of this Permit, shall not release the other party of any of its obligations under this Permit, nor shall any purported oral modification or rescission of this Permit by either party operate as a waiver of any of the terms hereof.
18. **IN POSSESSION OF PERMIT.** This Permit or a legible copy thereof must be carried in any and all vehicles on Grays Harbor County's roads identified herein under the terms of this Permit. The Permit (or copy) must be available for inspection any time the Permittee, its employees, agents or contractors are within the Permit Area.
19. **DATA, RESEARCH RESULTS AND REPORTS.** Permittee shall, upon request, make data collected on Grays Harbor County's roads, research results, draft reports and final reports resulting from collection and analysis of that data available to Grays Harbor County. Permittee shall inform Grays Harbor County of any restriction on the release of data and reports.
20. **LIMITATIONS.** Grays Harbor County reserves the right to close or restrict access to the Permit Area without notice, when in Grays Harbor County's judgement, such action is necessary to protect the Grays Harbor County's roads for public safety reasons.

SIGNATURES ON NEXT PAGE

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IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals the day and year first above written.

Accepted & approved this ____ day of _____, 20__.

STATE OF WASHINGTON
DEPARTMENT OF NATURAL RESOURCES



Joseph P Shramek
Its: Forest Practices Division Manager
Address: 1111 Washington Street SE
Olympia, WA 98504-7012
Tel: 360-902-1400
Fax: 360-902-1428
Date: 6/13/19

BOARD OF COUNTY COMMISSIONERS
GRAYS HARBOR COUNTY, WASHINGTON

Randy Ross, Chair

Wes Cormier, Commissioner, District 1

Vickie Raines, Commissioner, District 3

ATTEST: _____
Clerk of the Board

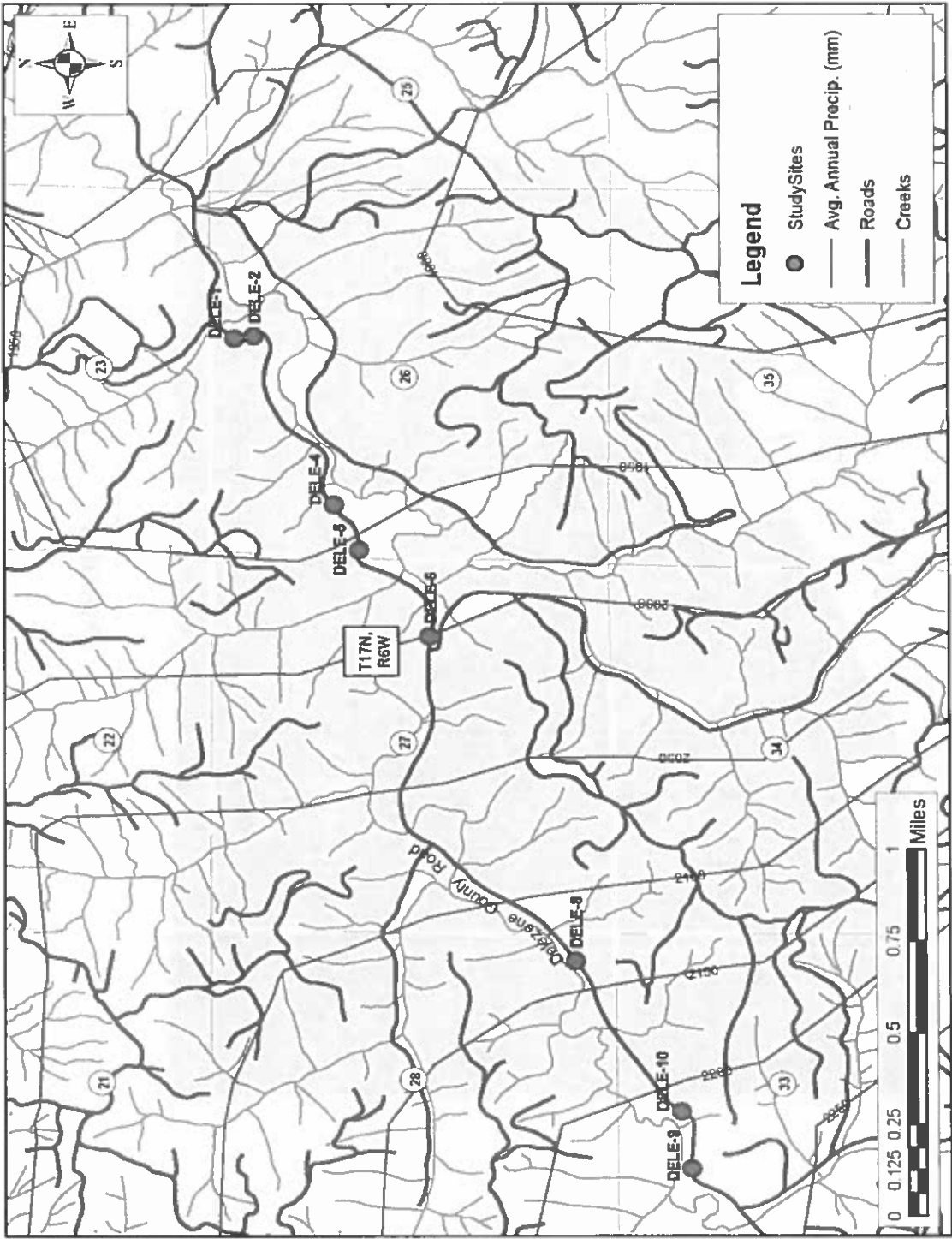


EXHIBIT A

DELE-1 through DELE-6 owned by Grays Harbor County
DELE-8 through DELE-10 owned by Weyethauser

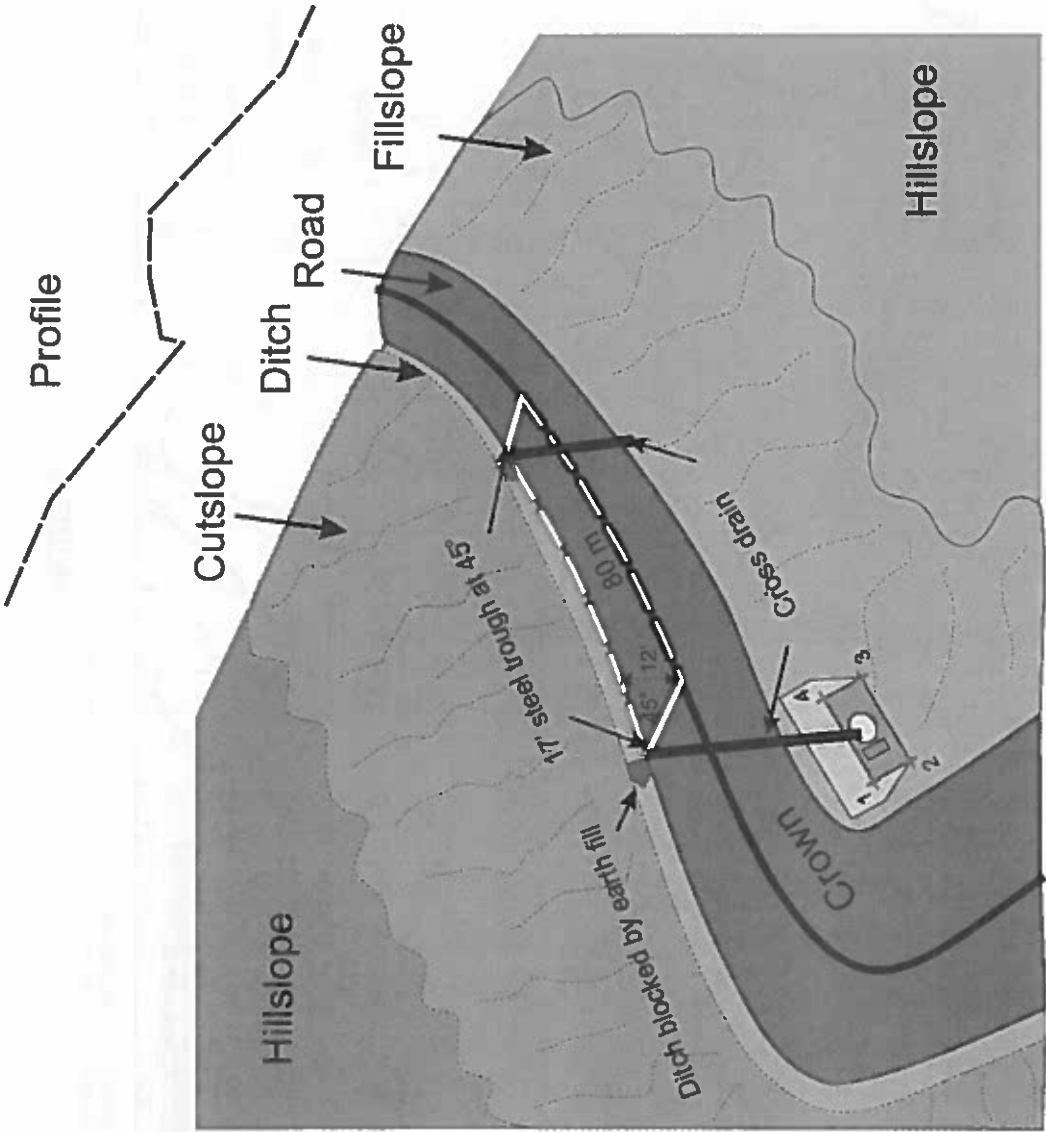


EXHIBIT B

Cross-Drain and Steel Trough

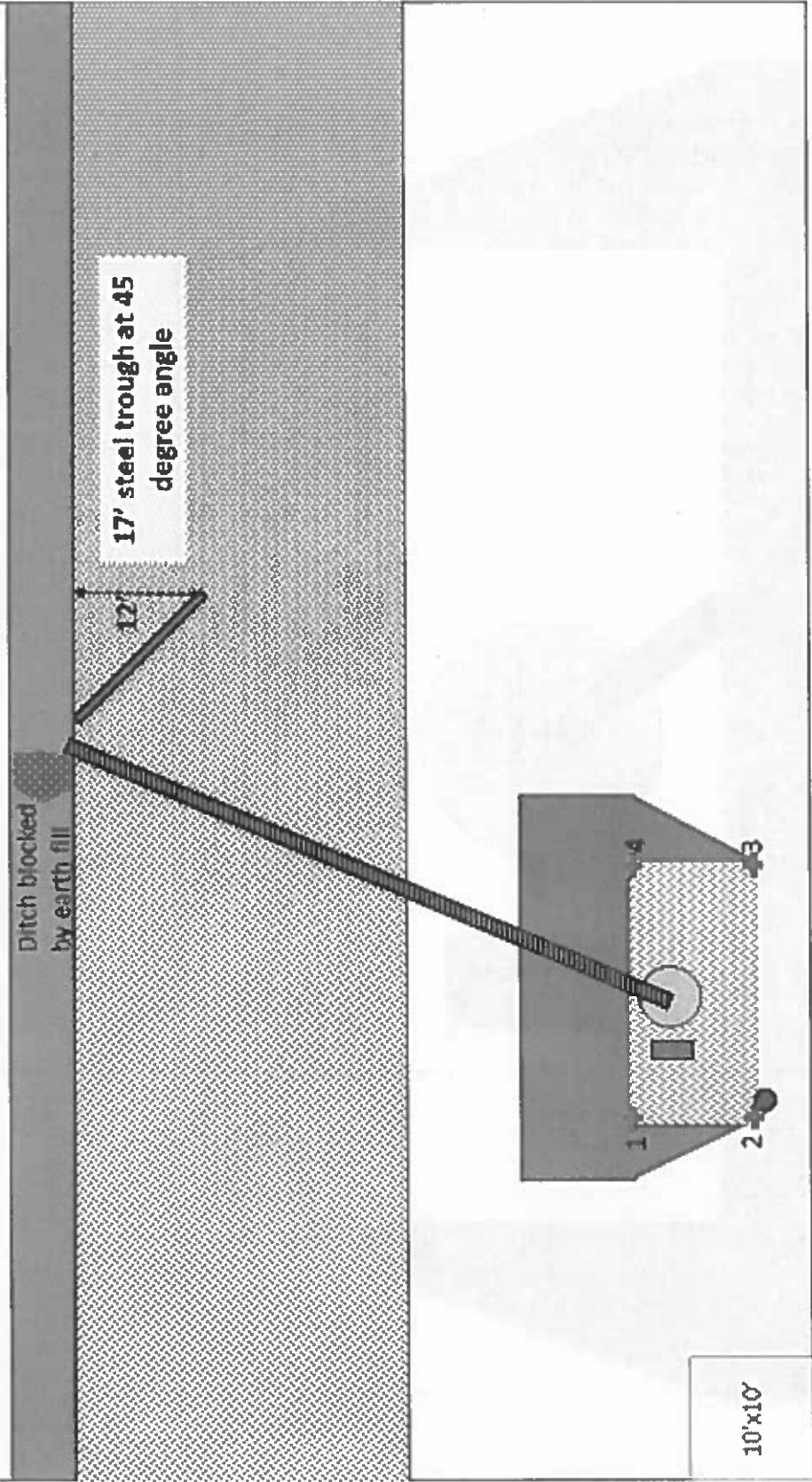
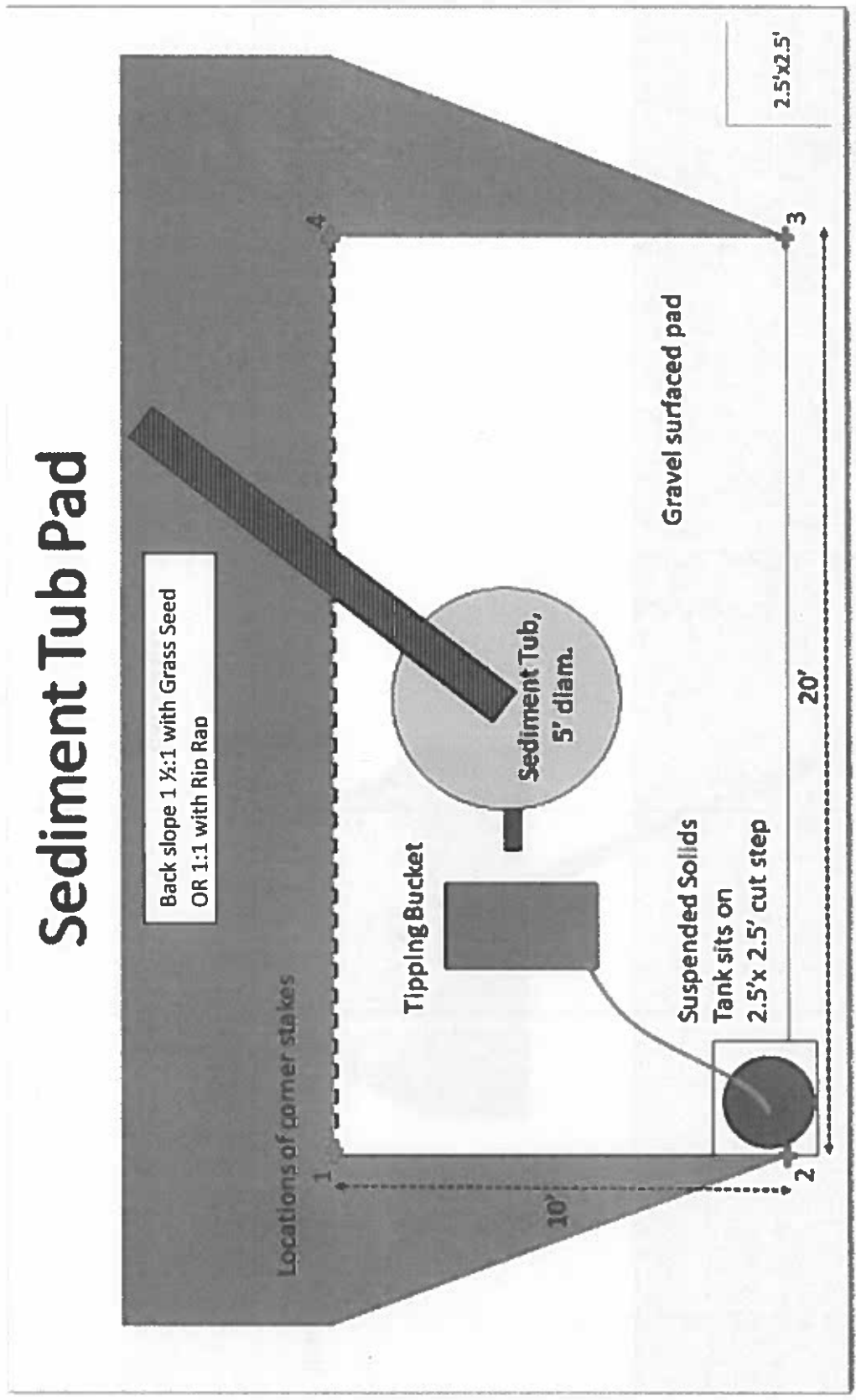


EXHIBIT C



Sediment Tub Pad

EXHIBIT D

Pad Cross-Section

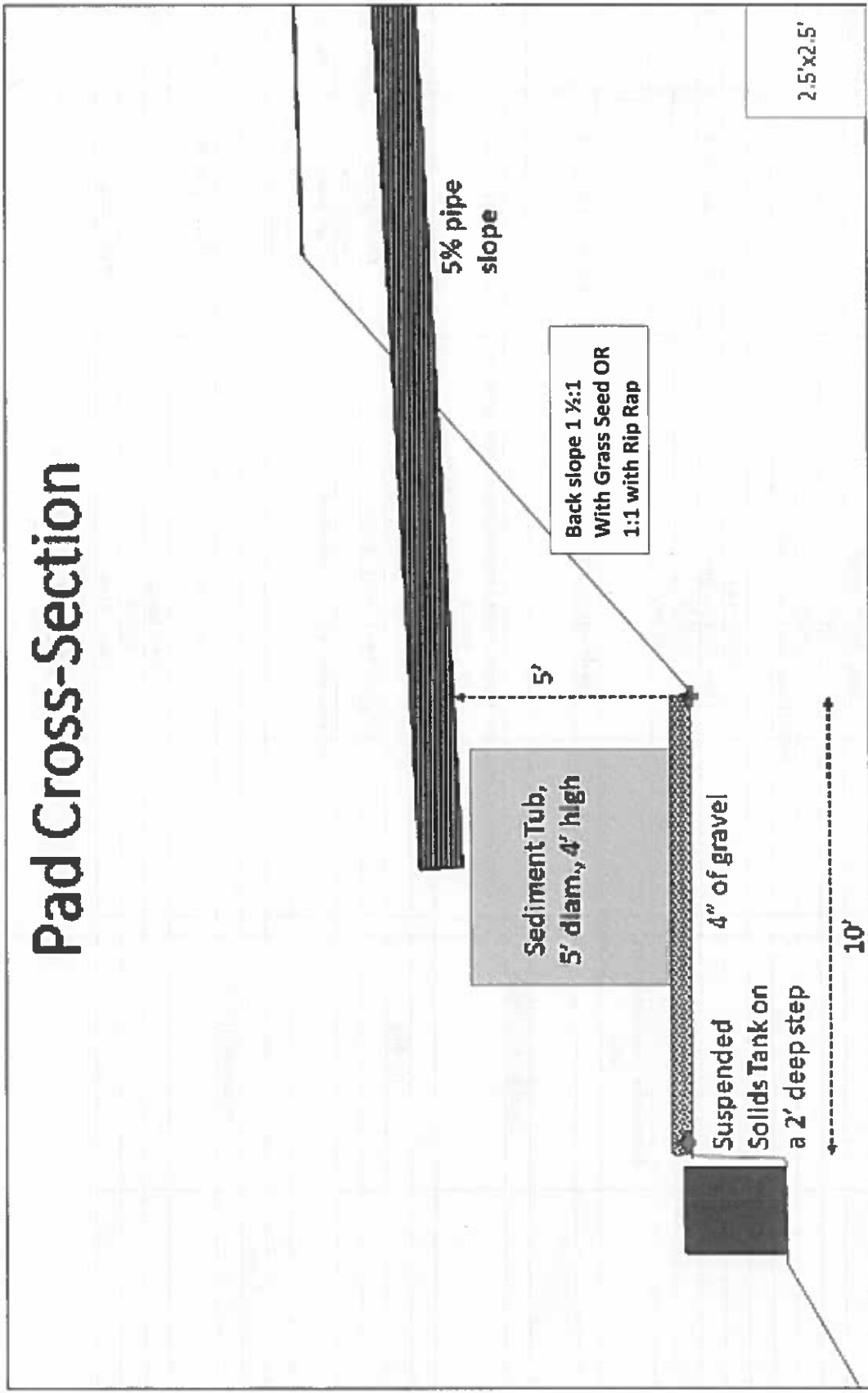


EXHIBIT E

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Main Elements	Task	Subtask	Equipment	Materials
Excavation/ Construction	Install tank pads	Clearing for tank pads	Excavator with reach	
		Excavation of pads with end haul	Dump truck	
		Level pad	Lowboy trailer	
		Excavation of drum step	Water truck	
		Place fabric on platform (if called for)		
		Place gravel on pad		Gravel 1 yd./site
		Level		
		Compact		
		Build rip-rap wall IF back wall is 1:1		
	Install cross-drain	Trench road		
		Bed and place pipe	Excavator with reach	18" pipe
		Backfill		
		Compact		
	Cut step for suspended solids tank			
		Locate step on pad	Excavator with reach	
Road surface treatment	Ditch line treatment	Ditch where necessary, and to smooth bottom cross-drain installation depths	Excavator (belly spreader)	
		Add grass seed to open areas for "grassed" ditch lines		
		Remove grass seed from 6 "no grass" ditch lines	Excavator	
	Grading	Establish road crown to specs	Motor grader	Limited quality road rock
		Create marginal quality road surfacing	Dump truck	Marginal quality road rock
Install Trough	Install steel trough		Motor grader	
			Dump truck	
		Trench road		
		Install trough	Small excavator or ditch witch	Steel trough
		Backfill		
		Compact in place	Ram compactor	

EXHIBIT F



Grays Harbor Coroner

Monthly Report
May 2019

Deaths reported to the Coroner.		Deaths Investigations	
May 2019	52	May 2019	5
YTD	302	YTD	49

MEI Scene Investigations		Postmortem Examinations	
May 2019	2	May 2019	1
YTD	31	YTD	12

Manner of Death						
	Natural	Accident	Suicide	Homicide	Indeterminate	Pending
May 2019	49	2	0	0	0	1
YTD	272	19	6	2	0	3

Case Number	MOD	COD	DOB	DOD	Autopsy	Scene
2019250	Natural	Nervous System	03-20-1945	05-01-2019	None	No
2019251	Natural	Neoplasm	09-05-1955	05-01-2019	None	No
2019252	Natural	Cardiac-ASCVD-IHD	12-31-1951	04-30-2019	None	No
2019253	Natural	Infection-Lung	05-28-1951	05-02-2019	None	No
2019254	Natural	Infection	06-19-1942	05-02-2019	None	No
2019255	Natural	Cardiac	07-10-1969	05-03-2019	None	No
2019256	Natural	Pulmonary-COPD	11-12-1957	05-04-2019	None	No
2019257	Natural	Pulmonary-COPD	05-18-1964	05-04-2019	None	No
2019258	Accident	Fall-Standing Height	08-06-1936	05-05-2019	None	No
2019259	Natural	Dementia-Alzheimers	03-26-1944	05-05-2019	None	No
2019260	Pending	Drug Death-Mixed Drug Toxicity	11-22-1984	05-05-2019	Full	Yes
2019261	Natural	Dementia-NOS	06-26-1930	05-03-2019	None	No
2019262	Natural	Neoplasm	01-15-1940	05-07-2019	None	No
2019263	Natural	Pending	02-01-1966	05-03-2019	Full	No
2019264	Natural	Neoplasm	03-14-1959	05-07-2019	None	No
2019265	Natural	Cardiac	05-19-1953	05-07-2019	N/A	No
2019266	Natural	Cardiac	02-09-1934	05-09-2019	None	No
2019267	Natural	Cardiac-ASCVD-IHD and Hypertension	11-25-1941	05-09-2019	Full	No
2019268	Natural	Dementia-Alzheimers	03-04-1924	05-09-2019	None	No
2019269	Natural	Neoplasm	04-30-1959	05-12-2019	None	No
2019270	Natural	Dementia-Alzheimers	08-22-1918	05-12-2019	None	No
2019271	Natural	Undetermined/Other	01-05-1942	05-13-2019	None	No
2019272	Natural	Renal Disease	06-21-1953	05-13-2019	None	No
2019273	Natural	Dementia-Alzheimers	09-13-1936	05-14-2019	None	No
2019274	Natural	Pulmonary	05-22-1927	05-12-2019	None	No
2019275	Accident	Fire death	09-10-1977	05-16-2019	Full	Yes
2019276	Natural	Cardiac	03-12-1933	05-16-2019	None	No
2019277	Natural	Dementia-Alzheimers	05-01-1915	05-16-2019	None	No
2019278	Natural	Cardiac-Infarct NOS	05-03-1957	05-17-2019	None	No
2019279	Natural	Cardiac	10-15-1942	05-18-2019	None	No
2019280	Natural	Cardiac	08-07-1941	05-19-2019	None	No
2019281	Natural	Pulmonary-COPD	07-15-1944	05-19-2019	None	No
2019282	Natural	Pulmonary	10-24-1954	05-19-2019	None	No
2019283	Natural	Dementia-Alzheimers	12-06-1936	05-17-2019	None	No
2019284	Natural	Neoplasm	04-07-1956	05-20-2019	None	No
2019285	Natural	Pulmonary	10-22-1930	05-17-2019	None	No

Case Number	MOD	COD	DOB	DOD	Autopsy	Scene
2019286	Natural	Neoplasm	10-06-1940	05-18-2019	None	No
2019288	Natural	Neoplasm	07-03-1945	05-18-2019	None	No
2019289	Natural	Neoplasm	02-10-1954	05-20-2019	None	No
2019290	Natural	Neoplasm	04-20-1953	05-20-2019	None	No
2019291	Natural	Neoplasm	05-24-1950	05-22-2019	None	No
2019287	Natural	Neoplasm	11-22-1966	05-23-2019	None	No
2019292	Natural	Dementia-NOS	05-02-1942	05-22-2019	None	No
2019293	Natural	Pulmonary-COPD	11-12-1948	05-22-2019	None	No
2019294	Natural	Cardiac-Hypertension	04-21-1930	05-23-2019	None	No
2019295	Natural	Dementia-Alzheimers	10-10-1929	05-25-2019	None	No
2019296	Natural	Cardiac-ASCVD-IHD	02-21-1928	05-23-2019	None	No
2019297	Natural	Pulmonary	07-11-1939	05-28-2019	None	No
2019298	Natural	Cardiac-ASCVD-IHD	08-07-1959	05-29-2019	None	No
2019299	Natural	GI Tract Disease	03-04-1935	05-29-2019	None	No
2019300	Natural	Cardiac-Infarct NOS	11-09-1928	05-30-2019	None	No
2019301	Natural	Neoplasm	12-30-1966	05-31-2019	None	No

06/03/19

GRAYS HARBOR COUNTY AUDITOR
Month-End Expenditures Audit Report
As Of May 31, 2019

Aud010
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CLAIMSSALARY

Beginning Voucher # 004198
 Ending Voucher # 005396
 Beginning Warrant # 610145
 Ending Warrant # 611442

Beginning Warrant # 331641
 Ending Warrant # 331964

Total Claims 4047808.33

Total Salary 2804930.69

_____ Payables

Approved in Commissioners

Meeting _____ 20 _____

Commissioner _____

Commissioner _____

Commissioner _____

4,047,808.33 +
 2,804,930.69 +
 6,852,739.02 * +



**GRAYS HARBOR COUNTY
BOARD OF COUNTY COMMISSIONERS
AGENDA COVER SHEET**

MEETING DATE
6/18/2019 1:00:00 PM

DEPARTMENT: Public Works
DIVISION: ER&R
SUBMITTER: James Kost
AGENDA ITEM TITLE: Resolution allowing ER&R Manager to sign small value contracts.
EXPLANATION OF REQUEST: <i>(include dates, important information and summary)</i> Resolution to allow ER&R Manager to sign contracts under \$10,000 to expedite repairs and maintenance with understanding of reviews by risk and legal departments.
FISCAL IMPACT/FUNDING SOURCE: None
RECOMMENDED ACTION: Adopt resolution of low value contract execution by ER&R Manager.

[BELOW TO BE COMPLETED BY CLERK OF BOARD]

BOCC ACTION:

	APPROVED
	DENIED
	TABLED/DEFERRED/NO ACTION TAKEN
	CONTINUED TO DATE: ____/____/____ TIME: _____
	OTHER _____

GRAYS HARBOR COUNTY RESOLUTION NO. 2019-_____

A RESOLUTION OF THE GRAYS HARBOR COUNTY BOARD OF COMMISSIONERS, authorizing the Manager of the Equipment Rental and Revolving Department (ER&R) to enter into contracts on behalf of Grays Harbor County for amounts less than \$10,000

WHEREAS, RCW 36.01.010 lays out the corporate powers of counties in Washington State, which includes making contracts, and whereas RCW 36.01.030 provides that the corporate powers may only be exercised by county commissioners; and

WHEREAS, RCW 36.01.030 further provides that county commissioners may delegate their authority to execute contracts to “agents or officers acting under their authority . . .;” and

WHEREAS, the Manager of the Equipment Rental and Revolving Department (ER&R) acts under the authority of the Grays Harbor County Board of Commissioners (“Board”); and

WHEREAS, due to the nature of the duties, the ER&R Manager frequently must secure contracts which address urgent needs; and

WHEREAS, the Board holds regular meetings only twice per month, which can result in delays in finalizing execution of contracts; and

WHEREAS, the Board finds it is in the best interest of county business to delegate the authority to execute contracts on behalf of Grays Harbor County under the amount of \$10,000 to the County ER&R Manager,

NOW, THEREFORE, BE IT RESOLVED by the Grays Harbor County Board of Commissioners that the Grays Harbor County ER&R Manager shall be authorized to enter into such contracts as are necessary on behalf of Grays Harbor County for purchases less than \$10,000. All such contracts must first be reviewed and approved by the Risk Manager and the Prosecuting Attorney prior to execution.

ADOPTED this ____ day of _____, 2019.

BOARD OF COMMISSIONERS
GRAYS HARBOR COUNTY

Randy Ross, Chairman

ATTEST:

Wes Cormier, District 1

Jenna Amsbury, Clerk of the Board

Vickie L. Raines, District 3



**GRAYS HARBOR COUNTY
BOARD OF COUNTY COMMISSIONERS
AGENDA COVER SHEET**

MEETING DATE

DEPARTMENT: Fairgrounds, Tourism and Parks

DIVISION: Tourism

(if applicable)

SUBMITTER: Kelly Peterson-Lalka

AGENDA ITEM TITLE: GH Tourism Festival and Event Grant Contract Execution

EXPLANATION OF REQUEST: *(include dates, important information and summary)*

The Grays Harbor County Dept. of Fairgrounds, Tourism and Parks is requesting that the Board of County Commissioners approve and sign the attached, 2019 GH Tourism Grant Funding Contracts. Please note the funding recommendations and spending authorizations have previously been confirmed by the LTAC and Board of County Commissioners. I am attaching a copy of the documents to this request, and originals for signature will be provided in hard copy.

Montesano Booster Club – Multi-use Turf Project - \$20,000.00

Port of Grays Harbor – Friends Landing Ad in Good Sam Directory - \$3,000.00

City of Aberdeen – Splash Festival - \$2,000.00

City of Aberdeen – Kurt Cobain Signage - \$2,200.00

FISCAL IMPACT/FUNDING SOURCE:

Tourism budgetary line item

RECOMMENDED ACTION:

For the Board of County Commissioners to approve and sign the above listed contracts.

[BELOW TO BE COMPLETED BY CLERK OF BOARD]

BOCC ACTION:

☐
☐
☐

APPROVED

DENIED

TABLED/DEFERRED/NO ACTION TAKEN

	CONTINUED TO DATE: ____/____/____ TIME: _____
	OTHER _____

2019 GRAYS HARBOR COUNTY ONE-TIME-ONLY FUNDING ALLOCATION/TOURISM SERVICE CONTRACT

The **Montesano Booster Club** (hereinafter referred to as the "Agency") agrees to utilize Grays Harbor County Tourism funding in the amount of **\$20,000.00** for the purpose of:

Providing a comprehensive, cooperative, and planned approach to the promotion of tourism in Grays Harbor County. Funds will be used for advertising, publicizing, and/or promotion of the following tourism event, festival or project in accordance with allowable expenses defined under RCW 67.28: **of Montesano School District Multi-use Turf Field Project. Please note the \$20,000.00 project grant is funded with the stipulation that 4 or more multiday, out of area events will be hosted annually, and that the project/fields will be open to the public.**

Funds will be provided on a **reimbursement basis only** for expenses qualifying under state law. Requests for expenses that do not qualify under state law will be denied. The Agency will submit original invoice(s) for allowable expenses allocated for the amount funded and submit such invoices to the Grays Harbor County Tourism Office, P.O. Box 1229, Elma, WA 98541, for the above specified amount **within 60 days of the event/festival/project and/or service no later than December 15, 2019.** Agency will provide an annual report by December 15, 2019 to include statistical data to substantiate the level of success of the promotion. If the event occurs after December 15th, 2019, a reporting due date extension may be obtained by the Agency from Grays Harbor County Tourism Management. Agency must have a valid, qualifying Federal Tax Identification number. Agency must list Grays Harbor Tourism as a sponsor and utilize the Grays Harbor Tourism logo in advertising.

All services to be rendered or performed under this contract will be performed or rendered entirely at the Agency's own risk and the Agency expressly agrees to indemnify and hold harmless the County and all of its officers, agents, employees, or otherwise, from any and all liability, loss, or damage that they may suffer as a result of claims, demands, actions, or damages to any and all persons or property, cost, or judgments which result from, arise out of, or are in any way connected with the services to be performed by the Agency under this contract, or any aspect of the event/promotion/project.

The Agency shall not discriminate in its employment or in providing services on the grounds of race, color, sex, sexual orientation, religion, national origin, creed, marital status, age, Vietnam era, or disabled veteran status, or the presence of any sensory, mental, or physical handicap. The Agency shall take affirmative action to ensure that its facilities and program are accessible to people with sensory, mental or physical handicaps in compliance with the ADA.

Agreement executed this 15th day of MAY, 2019.

By: (Agency Representative), Title

PAUL BIRKOWSKY
PRES. MONTESANO BOOSTER ASSN
970 N. STEPHENSON DR.

Address

MONTESANO, WA 98563

Attest:

Clerk of the Board

BOARD OF COMMISSIONERS
GRAYS HARBOR COUNTY

Chairman

Commissioner

Commissioner

RECEIVED
MAY 20 2019
GRAYS HARBOR COUNTY
OFFICE OF TOURISM & EVENTS

2019 GRAYS HARBOR COUNTY ONE-TIME-ONLY FUNDING ALLOCATION/TOURISM SERVICE CONTRACT

RECEIVED
APR 09 2019
GRAYS HARBOR COUNTY
DEPT. OF ENV. EVENTS & TOURISM

The **PORT OF GRAYS HARBOR**. (hereinafter referred to as the "Agency") agrees to utilize Grays Harbor County Tourism funding in the amount of **\$3,000.00** for the purpose of:

Providing a comprehensive, cooperative, and planned approach to the promotion of tourism in Grays Harbor County. Funds will be used for advertising, publicizing, and/or promotion of the following tourism event, festival or project in accordance with allowable expenses defined under RCW 67.28: of **THE 2019 FRIENDS LANDING ADVERTISING IN GOOD SAM DIRECTORY.**

Funds will be provided on a **reimbursement basis only** for expenses qualifying under state law. Requests for expenses that do not qualify under state law will be denied. The Agency will submit original invoice(s) for allowable expenses allocated for the amount funded and submit such invoices to the Grays Harbor County Tourism Office, P.O. Box 1229, Elma, WA 98541, for the above specified amount **within 60 days of the event/festival/project and/or service no later than December 15, 2019.** Agency will provide an annual report by December 15, 2019 to include statistical data to substantiate the level of success of the promotion. If the event occurs after December 15th, 2019, a reporting due date extension may be obtained by the Agency from Grays Harbor County Tourism Management. Agency must have a valid, qualifying Federal Tax Identification number. Agency must list Grays Harbor Tourism as a sponsor and utilize the Grays Harbor Tourism logo in advertising.

All services to be rendered or performed under this contract will be performed or rendered entirely at the Agency's own risk and the Agency expressly agrees to indemnify and hold harmless the County and all of its officers, agents, employees, or otherwise, from any and all liability, loss, or damage that they may suffer as a result of claims, demands, actions, or damages to any and all persons or property, cost, or judgments which result from, arise out of, or are in any way connected with the services to be performed by the Agency under this contract, or any aspect of the event/promotion/project.

The Agency shall not discriminate in its employment or in providing services on the grounds of race, color, sex, sexual orientation, religion, national origin, creed, marital status, age, Vietnam era, or disabled veteran status, or the presence of any sensory, mental, or physical handicap. The Agency shall take affirmative action to ensure that its facilities and program are accessible to people with sensory, mental or physical handicaps in compliance with the ADA.

Agreement executed this _____ day of _____, 2019.


By: (Agency Representative)

Exec. Director
Title

111 South Wooding
Address

Aberdeen WA

Attest:

Clerk of the Board

**BOARD OF COMMISSIONERS
GRAYS HARBOR COUNTY**

Chairman

Commissioner

Commissioner

RECEIVED

APR 15 2019

2019 GRAYS HARBOR COUNTY

GRAYS HARBOR COUNTY
DEPT. OF FAIR, EVENTS & TOURISM

ONE-TIME-ONLY FUNDING ALLOCATION/TOURISM SERVICE CONTRACT

The **City of Aberdeen** (hereinafter referred to as the "Agency") agrees to utilize Grays Harbor County Tourism funding in the amount of **\$2,000.00** for the purpose of:

Providing a comprehensive, cooperative, and planned approach to the promotion of tourism in Grays Harbor County. Funds will be used for advertising, publicizing, and/or promotion of the following tourism event, festival or project in accordance with allowable expenses defined under RCW 67.28: of **THE SPLASH FESTIVAL**.

Funds will be provided on a **reimbursement basis only** for expenses qualifying under state law. Requests for expenses that do not qualify under state law will be denied. The Agency will submit original invoice(s) for allowable expenses allocated for the amount funded and submit such invoices to the Grays Harbor County Tourism Office, P.O. Box 1229, Elma, WA 98541, for the above specified amount **within 60 days of the event/festival/project and/or service no later than December 15, 2019**. Agency will provide an annual report by December 15, 2019 to include statistical data to substantiate the level of success of the promotion. If the event occurs after December 15th, 2019, a reporting due date extension may be obtained by the Agency from Grays Harbor County Tourism Management. Agency must have a valid, qualifying Federal Tax Identification number. Agency must list Grays Harbor Tourism as a sponsor and utilize the Grays Harbor Tourism logo in advertising.

All services to be rendered or performed under this contract will be performed or rendered entirely at the Agency's own risk and the Agency expressly agrees to indemnify and hold harmless the County and all of its officers, agents, employees, or otherwise, from any and all liability, loss, or damage that they may suffer as a result of claims, demands, actions, or damages to any and all persons or property, cost, or judgments which result from, arise out of, or are in any way connected with the services to be performed by the Agency under this contract, or any aspect of the event/promotion/project.

The Agency shall not discriminate in its employment or in providing services on the grounds of race, color, sex, sexual orientation, religion, national origin, creed, marital status, age, Vietnam era, or disabled veteran status, or the presence of any sensory, mental, or physical handicap. The Agency shall take affirmative action to ensure that its facilities and program are accessible to people with sensory, mental or physical handicaps in compliance with the ADA.

Agreement executed this _____ day of _____, 2019.

By: (Agency Representative)

Title

Address

Attest:

Clerk of the Board

BOARD OF COMMISSIONERS
GRAYS HARBOR COUNTY

Chairman

Commissioner

Commissioner

**2019 GRAYS HARBOR COUNTY
ONE-TIME-ONLY FUNDING ALLOCATION/TOURISM SERVICE CONTRACT**

The **City of Aberdeen** (hereinafter referred to as the "Agency") agrees to utilize Grays Harbor County Tourism funding in the amount of **\$2,200.00** for the purpose of:

Providing a comprehensive, cooperative, and planned approach to the promotion of tourism in Grays Harbor County. Funds will be used for advertising, publicizing, and/or promotion of the following tourism event, festival or project in accordance with allowable expenses defined under RCW 67.28: **of THE SIGNS FOR KURT COBAIN PARK.**

Funds will be provided on a **reimbursement basis only** for expenses qualifying under state law. Requests for expenses that do not qualify under state law will be denied. The Agency will submit original invoice(s) for allowable expenses allocated for the amount funded and submit such invoices to the Grays Harbor County Tourism Office, P.O. Box 1229, Elma, WA 98541, for the above specified amount **within 60 days of the event/festival/project and/or service no later than December 15, 2019.** Agency will provide an annual report by December 15, 2019 to include statistical data to substantiate the level of success of the promotion. If the event occurs after December 15th, 2019, a reporting due date extension may be obtained by the Agency from Grays Harbor County Tourism Management. Agency must have a valid, qualifying Federal Tax Identification number. Agency must list Grays Harbor Tourism as a sponsor and utilize the Grays Harbor Tourism logo in advertising.

All services to be rendered or performed under this contract will be performed or rendered entirely at the Agency's own risk and the Agency expressly agrees to indemnify and hold harmless the County and all of its officers, agents, employees, or otherwise, from any and all liability, loss, or damage that they may suffer as a result of claims, demands, actions, or damages to any and all persons or property, cost, or judgments which result from, arise out of, or are in any way connected with the services to be performed by the Agency under this contract, or any aspect of the event/promotion/project.

The Agency shall not discriminate in its employment or in providing services on the grounds of race, color, sex, sexual orientation, religion, national origin, creed, marital status, age, Vietnam era, or disabled veteran status, or the presence of any sensory, mental, or physical handicap. The Agency shall take affirmative action to ensure that its facilities and program are accessible to people with sensory, mental or physical handicaps in compliance with the ADA.

Agreement executed this _____ day of _____, 2019.

By: (Agency Representative)

Mayor

Title

200 E Market

Address

Aberdeen WA 98520

Attest:

Clerk of the Board

**BOARD OF COMMISSIONERS
GRAYS HARBOR COUNTY**

Chairman

Commissioner

Commissioner



**GRAYS HARBOR COUNTY
BOARD OF COUNTY COMMISSIONERS
AGENDA COVER SHEET**

MEETING DATE
6/18/2019 1:00:00 PM

DEPARTMENT: Fair, Events, and Tourism

DIVISION:

Fairgrounds

SUBMITTER: Kelly Peterson-Lalka/Rod Easton

AGENDA ITEM TITLE: Fair Sponsorship Agreements

EXPLANATION OF REQUEST: *(include dates, important information and summary)*

The Grays Harbor County Fair is seeking Board of County Commissioners authorization for the Fair Manager to sign and execute 2019 Fair Sponsorship Agreements. The agreements are with:

Pepsi, Bayview Building Materials, Elma Feed and Farm Supply, Ladue Fencing, House Brothers, Bi-Mart, Vaughan Company, Grays Harbor PUD, Timberland Bank, Dennis Company, Jodesha, Monte Farm and Home, Our Community Credit Union, Pasha, Twin Star Credit Union, Custom Security, Mattress Ranch, GNW Federal Credit Union, and Budlight. A sample agreement is attached.

FISCAL IMPACT/FUNDING SOURCE: Revenue Line Item

RECOMMENDED ACTION:

Board of County Commissioners' authorization for the Fair Manager to sign and execute the above referenced 2019 Fair Sponsorship Agreements.

[BELOW TO BE COMPLETED BY CLERK OF BOARD]

BOCC ACTION:

<input type="checkbox"/>	APPROVED
<input type="checkbox"/>	DENIED
<input type="checkbox"/>	TABLED/DEFERRED/NO ACTION TAKEN
<input type="checkbox"/>	CONTINUED TO DATE: ____/____/____ TIME: _____
<input type="checkbox"/>	OTHER _____

**FAIRGROUNDS
PAVILION**



GRAYS HARBOR COUNTY
STATE OF WASHINGTON

To: BJ Swidecki-Custom Security Systems
From: Rod Easton, Fair & Event Supervisor
Re: 2019 Fair Sponsorship Agreement

Please find below your 2019 Grays Harbor County Fair Sponsorship Agreement. Please take a moment to review and sign the contract, and return to the Grays Harbor County Fair, Events and Tourism office promptly. Thank you for your continued support of the Grays Harbor County Fair. Sponsorships make the Fair possible, and allow us to continue showcasing the Grays Harbor County Fair tradition of excellence.

2019 Grays Harbor County Fair Sponsorship Agreement

By: Custom Security Systems, 4500 3rd Ave. SE, Olympia, WA 98503
Email: bj@alarmcenterinc.com

For: 2019 Stage Sponsor July 31st, 2019 to July 30th, 2020
Annex Building Sponsor 8x8 signage
Ortquist Barn 8x8 signage
Booth Space at fair if desired

Fair Dates: August 7-11, 2019

In executing this contract, the Sponsor will receive from the Grays Harbor County Fair:

- Six season fair admission passes & six season fair parking passes for sponsor use.
- Inclusion in 2019 Fair advertising and promotions when possible.
- Booth space if desired.

In executing this contract, the Sponsor agrees to provide the Grays Harbor County Fair:

- A one-time cash contribution of \$3,000.00.
- Banners/signage and logo for use in 2019 Fair advertising and promotion materials

ACCEPTED BY:

DATE: _____

Grays Harbor County Fair

BJ Swidecki- Custom Security Systems



**GRAYS HARBOR COUNTY
BOARD OF COUNTY COMMISSIONERS
AGENDA COVER SHEET**

MEETING DATE
6/18/2019 1:00:00 PM

DEPARTMENT: Forestry
DIVISION: <i>(if applicable)</i>
SUBMITTER: Francine Smith
AGENDA ITEM TITLE: Sales of Tax Title parcels 050601200002, 161130330090, 317090534006, and 809001001600 by Private Negotiation to Matt Banhagel
<p>EXPLANATION OF REQUEST: <i>(include dates, important information and summary)</i></p> <p>Matt Banhagel has requested to purchase parcels 050601200002, 161130330090, 317090534006, and 809001001600, held in trust by Grays Harbor County. They are tax title properties that qualify to be sold under private negotiation per RCW 35.35.150, case "b" - When the county legislative authority determines that it is not practical to build on the property due to the physical characteristics of the property or legal restrictions on construction activities on the property.</p> <p>Matt Banhagel has offered \$125.00 for parcel 050601200002, \$250.00 for parcel 161130330090, \$375.00 for parcel 317090534006, and \$250.00 for parcel 809001001600, plus administrative/recording fees.</p> <p>Please review the attached application and recommendation letter from Assessor, Dan Lindgren. If you agree to accept Matt Banhagel's offer, please sign below.</p>
FISCAL IMPACT/FUNDING SOURCE:
RECOMMENDED ACTION:

[BELOW TO BE COMPLETED BY CLERK OF BOARD]

BOCC ACTION:

	APPROVED
	DENIED
	TABLED/DEFERRED/NO ACTION TAKEN
	CONTINUED TO DATE: ____/____/____ TIME: _____
	OTHER _____

Sale of Tax Title Property by Private Negotiation

Grays Harbor County

Tax Title Department

310 W. Spruce Avenue, Suite 100

Montesano, Washington 98563

Date: 5/15/2019

Name: (Please Print)	Address:	Phone:	E-Mail:
Matthew K. Banhagel & Virginie Anne-Marie Sheldon-Banhagel	2433 Newcastle Avenue Cardiff By The Sea CA 92007	(760) 791-6774	M.Banhagel@ad.com

Tax Title property is property that comes to County ownership when a property owner defaults on property tax payments and the property fails to sell at a tax foreclosure auction. These properties may be very small or development may be prohibited by the local jurisdiction. Many times they may only be beneficial to adjacent land owners who wish to expand the size of their own lots or use them as buffers and open space. They may have remained unclaimed because their value (based on size, location, and/or condition) is negligible. Should you find a property of interest, you are responsible for all research.

Parcel Number:	Situs Address: (if known)
050601200002 – offer of \$125.00 161130330090 – offer of \$250.00 317090534006 – offer of \$375.00 809001001600 – offer of \$250.00	

Please provide the legal description of the property you are interested in

Legal Description:

Please see attached for Legal Descriptions

Pursuant to RCW 36.35.150, Tax title property may be disposed of without bids in certain cases – Disposal for affordable housing purposes. (1) The county legislative authority may dispose of tax foreclosed property by private negotiation, without a call for bids, for not less than the principal amount of the unpaid taxes in any of the following cases:

- a) When the sale is to a governmental agency and for public purposes;
- b) When the county legislative authority determines that it is not practical to build on the property due the physical characteristics of the property or legal restrictions on construction activities on the property;
- c) When the property has an assessed value of less than five hundred dollars and the property is sold to an adjoining land owner; or
- d) When no acceptable bids were received at the attempted public auction of the property if the sale is made within twelve months from the date of the attempted auction.

I hereby make application for purchase of said property as described: I understand that all tax title property is purchased "where is" and "as is" without any representation or warranty expressed or implied.

The sale process can take several months from time of application

Sale of Tax Title Property by Private Negotiation

PAYMENT MUST BE MADE BY CASHIER'S CHECK OR MONEY ORDER PAYABLE TO THE GRAYS HARBOR COUNTY TREASURER. NO OTHER FORM OF PAYMENT WILL BE ACCEPTED INCLUDING PERSONAL CHECKS, BUSINESS CHECKS, CREDIT CARDS, OR LETTER OF CREDIT, ETC. THERE ARE NO EXCEPTIONS TO THIS POLICY.	
Signature of Applicant: <i>Matthew E. Barclay Vigne Anne-Marie Sheldon-Barclay</i>	
Signature of County Official:	Receipt # _____

The sale process can take several months from time of application

050601200002 – Block 12 of Beacon Hill Park, an Addition to the City of Hoquiam, as per plat recorded in Volume 8 of Plats, page 11, records of Grays Harbor County; EXCEPT the Northerly 154.13 feet thereof; ALSO EXCEPT that portion described as follows: Beginning at the Northwest corner of Lot 8, Block 11 of the above described plat; Thence Easterly along the North line of said Lot 8 a distance of 80 feet to the Southwest corner of Lot 9 of said Block 11; Thence Northerly along the Westerly line of said Block 11 a distance of 75 feet to a point which is 25 feet Northerly of the Southwest corner of Lot 10 of said Block 11; Thence Northwesterly a distance of 100 feet more or less to a point on the Easterly line of vacated Block 121 of the plat of Beacon Hill, recorded in Volume 5 of Plats, Page 23, Addition to Hoquiam, which point is 9 feet Northeasterly of the Southwest corner of Lot 14 of vacated Block 121 of said plat of Beacon Hill Addition to the City of Hoquiam; Thence Southwesterly along the Easterly line of said vacated Block 121 a distance of 75 feet to a point which is the Southeasterly corner of Lot 13 of said vacated Block 121; Thence Easterly 20 feet more or less to the point of beginning; Situate in the County of Grays Harbor, State of Washington.

317090534006 - A tract of land in the Southeast Quarter of the Southwest Quarter of Section 5, Township 17 North, Range 9 West of the Willamette Meridian, described as follows: Beginning at the Northwest corner of Lot 2, Block 3, Link Addition, as per plat recorded in Volume 6 of Plats, page 22, records of Grays Harbor County; Thence East 100 feet on the North line of said Block 3; Thence North 40 feet; Thence West 100 feet; Thence South 40 feet to the place of beginning; ALSO the following; Beginning at the Northwest corner of Lot 2, Block 3, Link Addition, as per plat recorded in Volume 6 of Plats, page 22, records of Grays Harbor County; Thence North 40 feet to the true point of beginning; Thence East 100 feet parallel to the North line of said Block 3; Thence North 110 feet; Thence West 100 feet; Thence South 110 feet to the true point of beginning; Situate in the County of Grays Harbor, State of Washington.

809001001600 - Lots 16 and 17, Block 10, First Addition to Roosevelt Beach, as per plat recorded on Volume 3 of Plats, page 77, records of Grays Harbor County; Situate in the County of Grays Harbor, State of Washington.

161130330090 - The North 10 feet of the following described property; A part of the Southwest Quarter of the Southwest Quarter of Section 30, Township 16 North, Range 11 West of the Willamette Meridian, described as follows; Beginning at the Northeast corner of Lot 1 in Block 1 of Thurston's Ocean Beach Camp Sites, as per plat recorded in Volume 8 of Plats, page 25, records of Grays Harbor County; Thence South 14° 43' East along the Easterly line of said Lot 1, 61.51 feet; Thence South 89° 44' 17" East, parallel with the South line of said Block 1, to the Westerly line of State Highway No. 13-A; Thence Northerly along the Westerly line of said highway to a point which bears South 89° 41' 52" East of the Northeast corner of Said Thurston's Ocean Beach Camp Sites; Thence North 89° 41' 52" West to the point of beginning; Situate in the County of Grays Harbor, State of Washington.

June 4th 2019
OFFICE OF ASSESSOR

100 West Broadway, Suite 21
Montesano, Washington 98563



DAN LINDGREN
ASSESSOR
Phone (360) 249-4121
www.co.grays-harbor.wa.us

GRAYS HARBOR COUNTY

STATE OF WASHINGTON

TO: Board of County Commissioners

FROM: Dan Lindgren, Assessor

RE: Sale recommendation for parcels – Private Negotiation

Commissioners;

Recently there was a request to purchase many properties under private negotiation. I have listed parcels below that were part of that request that I believe qualify for private negotiation. I have listed the parcel number followed by some basic detail about the property and the reason it qualifies for private negotiation under under RCW [36.35.150](#).

Parcels

050601200002 – Very steep hillside property with no access. Not feasible to build on. Current Assessed value is \$500

~~181223330080 – This is a landlocked parcel that is a 1/8th interest in a 10 acre piece of land. This cannot be built on and certainly qualifies for private negotiation. Current assessed value is \$959 which represents 1/8th of the value of the 10 acre parcel.~~

317090534006 – Tree'd lot that does not currently have deeded road access. Assessed value is currently \$1500. I do not believe that it is financially feasible to build on currently.

809001001600 – Undeveloped Forrest land with no improved road access. This parcel is in Pacific Beach area and located near Seabrook. This parcel is not currently feasible to build on but there are speculators purchasing lots like this in that area for future development. This parcel does qualify for private negotiation but you may be able to get more money for it in a surplus auction setting. The current assessed value is \$1,000

161130330090 – This lot is only about 17 feet wide and not feasible to build on. Current Assessed value is \$1,000

It is my opinion that all of the properties above do qualify to be privately negotiated.

If you have any questions, please don't hesitate to get in contact with me.

Sincerely,

Dan Lindgren
Assessor,
Grays Harbor County



**GRAYS HARBOR COUNTY
BOARD OF COUNTY COMMISSIONERS
AGENDA COVER SHEET**

MEETING DATE
6/18/2019 9:00:00 AM

DEPARTMENT: Juvenile
DIVISION: <i>(if applicable)</i>
SUBMITTER: Kisa Foley
AGENDA ITEM TITLE: Contract for FFT
<p>EXPLANATION OF REQUEST: <i>(include dates, important information and summary)</i></p> <p>Melissa Sexton has been awarded an RFT to provide Functional Family Therapy services for the Juvenile Department.</p> <p>Melissa Sexton has been providing this service for many years. The contract expired and an RFP was posted, Melissa was the only service provider to apply.</p>
<p>FISCAL IMPACT/FUNDING SOURCE:</p> <p>No impact to the juvenile budget. All FFT money is reimbursed through the State Block Grant.</p>
<p>RECOMMENDED ACTION:</p> <p>Please accept and sign contract.</p>

[BELOW TO BE COMPLETED BY CLERK OF BOARD]

BOCC ACTION:

	APPROVED
	DENIED
	TABLED/DEFERRED/NO ACTION TAKEN
	CONTINUED TO DATE: ____/____/____ TIME: _____
	OTHER _____

GHC - 0100**CONTRACT FOR PROFESSIONAL SERVICES**

This Contract for Professional Services (the Contract) is entered into by Grays Harbor County, a political subdivision of the State of Washington, through its Juvenile Department, having its principal offices at 103 Hagara Street, Aberdeen, Washington, 98520 (the County) and Melissa Lynn Sexton (the Contractor), having its principal offices at P.O. Box 242 Montesano, Washington.

SECTION 1. EFFECTIVE DATE OF CONTRACT

The Contract term commences on November 1, 2018 and terminates on October 31, 2020. In no event will the Contract become effective unless and until it is approved and executed by the duly authorized representative of Grays Harbor County.

SECTION 2. SERVICES TO BE PROVIDED

- 2.1 A description of the services to be performed by the Contractor is set forth in Exhibit A: Description of Services, which is attached to the Contract and incorporated by this reference.
- 2.2 The Contractor agrees to provide her own labor and materials. Unless otherwise provided for in the Contract, no material, labor or facilities will be furnished by the County.
- 2.3 The Contractor will perform the work specified in the Contract according to standard professional practice.
- 2.4 The Contractor will complete her work in a timely manner and in accordance with the schedule agreed to by the parties.
- 2.5 The Contractor will confer with the County from time to time during the progress of the work. The Contractor will prepare and present status reports and other information that may be pertinent and necessary, or as may be requested by the County.

SECTION 3. CONTRACT REPRESENTATIVES

The County and the Contractor will each have a contract representative. A party may change its representative upon providing written notice to the other party. The parties' representatives are as follows:

County's Contract Representative

Kisa Foley
Juvenile Court Administrator
Grays Harbor County Juvenile Department
103 Hagara Street
Aberdeen, WA 98520
(360) 500-4113

Contractor's Contract Representative

Melissa Lynn Sexton
P.O. Box 242
Montesano, WA 98520

SECTION 4. COMPENSATION

- 4.1 A description of the compensation to be paid to the Contractor is set forth in Exhibit B: "Compensation", which is attached to the Contract and incorporated by this reference.
- 4.2 The total amount payable under the Contract by the County to the Contractor in shall not exceed \$80,850 for the contracted period.
- 4.3 Unless otherwise provided in the Contract, the Contractor may submit an invoice to the County once a month for payment of work actually completed to date. Subject to the other provisions of the Contract, the County generally will pay such an invoice within 30 days of receiving it.
- 4.4 The Contractor will be paid only for work expressly authorized in the Contract.
- 4.5 The Contractor will not be entitled to payment for any services that were performed prior to the effective date of the Contract or after its termination, unless a provision of the Contract expressly provides otherwise.
- 4.6 If the Contractor fails to perform any substantial obligation and the failure has not been cured within 10 days following notice from the County, the County may, in its sole discretion and upon written notice to the Contractor, withhold all monies due the Contractor, without penalty, until such failure to perform is cured.
- 4.7 The Contractor shall be allowed mileage reimbursement for job related travel under this Contract at the current County rate.

SECTION 5. AMENDMENTS AND CHANGES IN WORK

- 5.1 In the event of any errors or omissions by the Contractor in the performance of any work required under the Contract, the Contractor will make all necessary corrections without additional compensation. All work submitted by the Contractor will be certified by the Contractor and checked by the Contractor for errors and omissions. The Contractor will continue to be responsible for the accuracy of work even after the work is accepted by the County.
- 5.2 In order to be effective, any Contract renewal, amendment or modification must be in writing, be signed by both parties and be attached to the Contract. Work under a renewal, an amendment or a modification may not commence until the renewal, amendment or modification has been approved by the County and has become effective.

SECTION 6. HOLD HARMLESS AND INDEMNIFICATION

- 6.1 The Contractor shall hold harmless, indemnify and defend the County, its officers, officials, employees and agents, from and against any and all claims, actions, suits, liability, loss, expenses, damages and judgments of any nature whatsoever, including reasonable costs and attorneys' fees in defense thereof, for injury, sickness, disability or death to persons or damage to property or business, caused by or arising out of the Contractor's acts, errors or omissions in the performance of the Contract. Provided, however, that the Contractor's obligation under this provision will not extend to injury, sickness, disability, death or damage caused by or arising out of the sole negligence of the County, its officers, officials, employees or agents.
- 6.2 With regard to any claim against the County, its officers, officials, employees and agents by any employee of the Contractor, subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation under this Section will not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or subcontractor under workers' compensation acts, disability benefit acts or other employee benefit acts. It is clearly agreed and understood by the parties to the Contract that the Contractor expressly waives any immunity the Contractor might have had under such laws. By executing the Contract, the Contractor acknowledges that the foregoing waiver has been mutually negotiated by the parties and that the provisions of this Section will be incorporated, as relevant, into any contract the Contractor makes with any subcontractor or agent performing work under the Contract.

- 6.3 The Contractor's obligations under these provisions include, but are not limited to, investigating, adjusting and defending all claims alleging loss from action, error or omission, or breach of any common law, statutory or other delegated duty by the Contractor, the Contractor's employees, agents or subcontractors.

SECTION 7. INSURANCE

- 7.1 **Professional Legal Liability.** The Contractor will maintain professional legal liability or professional errors and omissions coverage appropriate to the Contractor's profession. The coverage will have a limit of not less than \$1 million per occurrence. The coverage will apply to liability for a professional error, act or omission arising out of the Contractor's services under the Contract. The coverage will not exclude bodily injury or property damage. The coverage will not exclude hazards related to the work rendered as part of the Contract or within the scope of the Contractor's services under the Contract, including testing, monitoring, measuring operations or laboratory analysis where such services are rendered under the Contract.
- 7.2 **Workers' Compensation and Employer Liability.** The Contractor will maintain workers' compensation insurance as required by Title 51, Revised Code of Washington, and will provide evidence of coverage to the Grays Harbor County Risk Management Division. For any Contract over \$50,000, the Contractor will also maintain employer liability coverage with a limit of not less than \$1 million.
- 7.3 **Automobile Liability.** The Contractor will maintain automobile liability insurance or equivalent form with a limit of not less than \$100,000 each accident combined bodily injury and property damage. The aggregate limit will be at least \$300,000. If a personal lines automobile liability policy is used to meet this requirement, it must include a business rider and must cover each vehicle to be used in the performance of the Contract and the certificates of insurance must evidence that these conditions have been met. If the Contractor will use non-owned vehicles in performance of the Contract, the coverage will include owned, hired and non-owned automobiles.
- 7.4 **Miscellaneous Insurance Provisions.**

- A. The Contractor's liability insurance provisions will be primary with respect to any insurance or self-insurance programs covering the County, its elected and appointed officers, officials, employees and agents.
- B. Any failure to comply with reporting provisions of the policies will not affect coverage provided to the County, its officers, officials, employees or agents.
- C.. The Contractor's insurance will apply separately to each insured against whom claim is made or suit is brought, subject to the limits of the insurer's liability.
- D. The Contractor will include all subcontractors as insureds under its policies or will furnish separate certificates and endorsements for each subcontractor. All coverage for subcontractors will be subject to all of the requirements stated in these provisions.
- E. The insurance limits mandated for any insurance coverage required by the Contract are not intended to be an indication of exposure, nor are they limitations on indemnification.
- F. The Contractor will maintain all required policies in force from the time services commence until services are completed. Certificates, policies and endorsements scheduled to expire before completion of services will be renewed before expiration. If the Contractor's liability coverage is written as a claims-made policy, then the Contractor must evidence the purchase of an extended-reporting period or "tail" coverage for a three-year period after completion of the services.

7.5 Verification of Coverage and Acceptability of Insurers.

- A. The Contractor will place insurance with insurers licensed to do business in the State of Washington and having A.M. Best Company ratings of no less than A-VII, with the exception that excess and umbrella coverage used to meet the requirements for limits of liability or gaps in coverage need not be placed with insurers or re-insurers licensed in the State of Washington.
- B. The Contractor will furnish the County with properly executed certificates of insurance or a signed policy endorsement which will clearly evidence all insurance required in this Section within 10 days after the effective date of the Contract. The certificate will, at a minimum, list limits of liability and coverage. The certificate will provide that the underlying insurance contract may not be canceled, or allowed to expire, except on 30-days' prior written notice to the County. Any certificate or endorsement limiting or negating the

insurer's obligation to notify the County of cancellation or changes must be amended so as not to negate the intent of this provision.

- C. The Contractor will furnish the County with evidence that the additional-insured provision required above has been met. Acceptable forms of evidence are the endorsement pages of the policy showing the County as an additional insured.
- D. Certificates of insurance will show the certificate holder as Grays Harbor County and indicate "care of" the appropriate County office or department. The address of the certificate holder will be shown as the current address of the appropriate County office or department.
- E. The Contractor will request that the Washington State Department of Labor and Industries, Workers Compensation Representative, send written verification to Grays Harbor County that the Contractor is currently paying workers' compensation.
- F. Written notice of cancellation or change will be mailed to the County at the following address:

Grays Harbor County Risk Management
100 W. Broadway
Montesano, WA 98563
- G. The Contractor or its broker will provide a copy of all insurance policies specified in the Contract upon request of the Grays Harbor County Risk Manager.

SECTION 8. TERMINATION

- 8.1 The County may terminate the Contract in whole or in part whenever the County determines, in its sole discretion, that such termination is in the best interests of the County. The County may terminate the Contract upon giving the Contractor 30-days' written notice. In that event, the County will pay the Contractor for all costs incurred by the Contractor in performing the Contract up to the date of such notice, subject to the other provisions of the Contract.
- 8.2 If funding for the underlying project or matter is withdrawn, reduced or limited in any way after the Contract is signed or becomes effective, the County may summarily terminate the Contract notwithstanding any other termination provision in the Contract. Termination under this provision will be effective upon the date

specified in the written notice of termination sent by County to the Contractor. No costs incurred after the effective date of the termination will be paid.

- 8.3 If the Contractor breaches any of her obligations under the Contract, and fails to cure the breach within 10 days of written notice to do so by the County, the County may terminate the Contract. In that event, the County will pay the Contractor only for the costs of services accepted by the County. Upon such termination, the County, at its discretion, may obtain performance of the work elsewhere, and the Contractor will bear all costs and expenses incurred by the County in completing the work and all damages sustained by the County by reason of the Contractor's breach.

SECTION 9. ASSIGNMENT, DELEGATION AND SUBCONTRACTING

- 9.1 The Contractor will perform under the Contract using only her bona fide employees or agents, and the obligations and duties of the Contractor under the Contract will not be assigned, delegated or subcontracted to any other person or firm without the prior express written consent of the County.
- 9.2 The Contractor warrants that she has not paid, nor has it agreed to pay, any company, person, partnership or firm, other than a bona fide employee working exclusively for Contractor, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of the Contract.

SECTION 10. INDEPENDENT CONTRACTOR

- 10.1 The Contractor's services will be furnished by the Contractor as an independent contractor and not as an agent, an employee or a servant of the County. The Contractor specifically has the right to direct and control Contractor's own activities in providing the agreed services in accordance with the specifications set out in the Contract.
- 10.2 The Contractor acknowledges that the entire compensation for the Contract is set forth in the compensation provisions of the Contract and the Contractor is not entitled to any County benefits, including, but not limited to: vacation pay; holiday pay; sick leave pay; medical, dental or other insurance benefits; fringe benefits; or any other rights or privileges afforded to Grays Harbor County employees.
- 10.3 The Contractor will have and maintain complete responsibility and control over all of its subcontractors, employees, agents and representatives. No subcontractor, employee, agent or representative of the Contractor will be or be deemed to be, or act or purport to act, as an employee, agent or representative of the County.

SECTION 11. NONDISCRIMINATION

The Contractor, her assignees, delegates or subcontractors will not discriminate against any person in performance of any of its obligations under the Contract on the basis of race, color, creed, religion, national origin, age, sex, marital status, veteran status or the presence of any disability.

SECTION 12. PATENT/COPYRIGHT INFRINGEMENT

The Contractor will hold harmless, indemnify and defend the County, its officers, officials, employees and agents, from and against any claimed action, cause or demand brought against the County, where such action is based on the claim that information supplied by the Contractor or subcontractor infringes any patent or copyright. The Contractor will be notified promptly in writing by the County of any notice of such claim.

SECTION 13. DISPUTES

Differences, disputes and disagreements between the Contractor and the County arising under or out of the Contract will be brought to the attention of the County at the earliest possible time so that the matter may be settled or other appropriate action promptly taken. Any dispute relating to the quality or acceptability of performance or compensation due the Contractor will be decided by the County's contract representative or designee. All rulings, orders, instructions and decisions of the County's contract representative will be final and conclusive.

SECTION 14. CONFIDENTIALITY

The Contractor, her employees, subcontractors and their employees will maintain the confidentiality of all information provided by the County or acquired by the Contractor in performance of the Contract, except upon the prior express written consent of the County or an order entered by a court of competent jurisdiction. The Contractor will promptly give the County written notice of any judicial proceeding seeking disclosure of such information.

SECTION 15. CHOICE OF LAW, JURISDICTION AND VENUE

- 15.1 The Contract will be construed as having been made and delivered within the State of Washington, and it is agreed by each party that the Contract will be governed by the laws of the State of Washington, both as to its interpretation and performance.
- 15.2 Any action at law, suit in equity or other judicial proceeding arising under or out of the Contract may be instituted and maintained only in a court of competent jurisdiction in Grays Harbor County, Washington.

SECTION 16. CRIMINAL HISTORY REQUIREMENTS

- 16.1 **Background Checks.** Contractor understands that the Juvenile Department is required by the State of Washington to conduct yearly background checks on individual contract service providers who will have unsupervised access, as the result of the service provider's regularly scheduled activities or work duties, to juveniles under the jurisdiction of the Juvenile Department.
- 16.2 **Reporting of Conviction.** Contractor will report any conviction of service providers for any felony sex offense as defined in RCW 9.94A.030 and RCW 9A.44.130 or any violent offense as defined in RCW 9.94A.030 to the Juvenile Department within seven days of the conviction. Failure to report within seven days constitutes misconduct under RCW Title 26.44.030.

SECTION 17. MISCELLANEOUS

- 17.1 **No Waiver.** The parties agree that the excuse or forgiveness of performance, or waiver of any provisions of the Contract, does not constitute a waiver of such provision or future performance, or prejudice the right of the waiving party to enforce any of the provisions of the Contract at a later time.
- 17.2 **Tax Payments.** The Contractor will pay all applicable federal, state and local taxes, fees (including licensing fees) and other amounts.
- 17.3 **Personnel Removal.** The Contractor agrees to remove immediately any of her subcontractors, employees, agents or representatives from assignment to perform services under the Contract upon receipt of a written request to do so from the County's contract representative or designee.
- 17.4 **Legal Compliance.** The Contractor and her subcontractors, employees, agents and representatives will comply with all applicable federal, state and local laws, rules and regulations in their performance under the Contract.

- 17.5 **Records Inspection and Retention.** The County may, at reasonable times, inspect the books and records of the Contractor relating to the performance of the Contract. The Contractor will retain for audit purposes all Contract-related records for at least six years after termination of the Contract.

- 17.6 **Successors and Assigns.** The County, to the extent permitted by law, and the Contractor each bind themselves, their partners, successors, executors, administrators and assigns to the other party to the Contract and to the partners, successors, administrators and assigns of such other party in respect to all covenants to the Contract.

- 17.7 **Severability.** If a court of competent jurisdiction holds any provision of the Contract to be illegal, invalid or unenforceable, in whole or in part, the validity of the remaining provisions will not be affected, and the parties' rights and obligations will be construed and enforced as if the Contract did not contain the particular provision held to be invalid. If any provision of the Contract conflicts with any statutory provision of the State of Washington, the provision will be deemed inoperative to the extent of the conflict or modified to conform to statutory requirements.

- 17.8 **Entire Agreement.** The parties acknowledge that the Contract is the complete expression of their agreement regarding the subject matter of the contract. Any oral or written representations or understandings not incorporated in the Contract are specifically excluded.

- 17.9 **Notices.** Any notices will be effective if personally served upon the other party or if mailed by registered or certified mail, return receipt requested, to the addresses set out in the contract representative provision of the Contract. Notice may also be given by facsimile with the original to follow by regular mail. Notice will be deemed to be given three days following the date of mailing, or immediately if personally served. For service by facsimile, service will be effective at the beginning of the next working day.

- 17.10 **Survival.** Those provisions of the Contract that by their sense and purpose should survive expiration or termination of the Contract shall so survive. Those provisions include, but are not necessarily limited to, the following: Sections 6.1-6.3 (Hold Harmless and Indemnification), 8.3 (Termination), 12 (Patent/Copyright Infringement), 13 (Disputes), 14 (Confidentiality), 15.1-15.2 (Choice of Law, Jurisdiction and Venue), 17.1 (Miscellaneous – No Waiver), 17.5 (Miscellaneous – Records Inspection and Retention) and Section 17.7 (Miscellaneous – Severability).

DATED this 13 day June, 2019.

DATED this ____ day _____, 20____.

CONTRACTOR

Melissa Lynn Sexton

BOARD OF COUNTY COMMISSIONERS

GRAYS HARBOR COUNTY, WA

By: Melissa Lynn Sexton
(Signature)

Randy Ross, Chair

Print Name: Melissa Lynn Sexton

Wes Cormier, Commissioner

Title: FFT therapist

Vickie L. Raines, Commissioner

By:

(Signature)

ATTEST:

Print Name:

Title:

Jenna Amsbury, Clerk of the Board

EXHIBIT A: DESCRIPTION OF SERVICES

The Contractor shall provide Functional Family Therapy for up to thirty (30) juveniles and their families during the contract period. On the average, the therapist will provide four (4) hours of service per week for twelve (12) weeks to the youth and family. The Contractor agrees to implement Functional Family Therapy with fidelity to principles and techniques as presented in training, supervision and consultation, and to participate in quality control and other guidelines as directed by the Juvenile Department. Cases needing longer involvement will be staffed and authorized for extension by Grays Harbor County Juvenile Department Administration.

EXHIBIT B: COMPENSATION

Payment not to exceed eighty thousand eight hundred fifty dollars (\$80,850.00) under this Contract. Contractor shall not receive additional compensation or be reimbursed for any additional fees, costs or expenses incurred by the Contractor in the performance of this Contract, unless specifically approved in writing in advance by the County.

Contractor shall submit one (1) monthly invoice.

Contractor will be paid \$295.00 for the referral itself and \$200.00 for each face-to-face client session. Contractor will not be paid for scheduled appointments when the client fails to appear.

The payment described above is complete compensation for all services, costs and expenses of Contractor, both direct and indirect.

Total cost per case shall not exceed \$2,695.00 unless additional sessions are approved by the Court Services Manager.

A reimbursement detail shall accompany the invoice. The reimbursement detail shall contain the following information:

1. Name of the youth
2. Date of contact
3. Number of sessions
4. Amount due

Invoice shall be submitted within 10 days after the close of each month.

EXHIBIT C: DISCLOSURE OF CRIMINAL BACKGROUND

Pursuant to the requirements of Sections 43.43.830 to 43.43.845 of the Revised Code of Washington, we must ask you to disclose the following information. The information will be kept confidential;

1. A. Have you ever been convicted of a crime against children or other persons? (A crime against persons means a conviction of any of the following offenses: Aggravated murder; first or second degree murder; first or second degree kidnapping; first, second or third degree assault; first, second or third degree assault of a child; first, second or third degree rape; first, second or third degree rape of a child; first or second degree robbery; first degree arson; first degree burglary; first or second degree manslaughter; first or second degree extortion; indecent liberties; incest; vehicular homicide; first degree promoting prostitution; communication with a minor; unlawful imprisonment; simple assault; sexual exploitation of minors; first or second degree criminal mistreatment; child abuse or neglect as defined in RCW 26.44.020; first or second degree custodial interference; first or second degree custodial sexual misconduct; malicious harassment; first, second or third degree child molestation; first or second degree sexual misconduct with a minor; patronizing a juvenile prostitute; child abandonment; promoting pornography; selling or distribution erotic material to a minor; custodial assault; violation of child abuse restraining order; child buying or selling; prostitution; felony indecent exposure; criminal abandonment; or any of these crimes as they may be renamed in the future.)

_____ Yes ☒ No

- B. Have you ever been convicted of a crime relating to financial exploitation if the victim was a vulnerable adult? (Crimes relating to financial exploitation means a conviction for first, second or third degree extortion; first, second or third degree theft; first or second degree robbery; forgery; or any of these crimes as they may be renamed in the future.)

_____ Yes ☒ No

If you answer "yes" to either part A or B of question 1, please describe and provide the following information:

Date	State	Conviction	Sentence	Cause Number	Court	State ID#
_____	_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____	_____

2. A. Have you ever been found in a dependency action or domestic relations proceeding to have sexually assaulted, abused or exploited any minor, or to have physically abused a minor?

_____ Yes ☒ No

B. Have you ever been found in any disciplinary board final decision to have sexually or physically abused or exploited any minor or developmentally disabled person or to have abused or financially exploited any vulnerable adult?

____ Yes X No

C. Have you ever been found by a court in a protection proceeding to have abused or financially exploited a vulnerable adult?

____ Yes X No

If you answer "yes" to either part A or B of question 1, please describe and provide the following information:

Date	State State ID#	Conviction	Sentence	Cause Number	Court
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____

3. Have you ever been convicted of a crime relating to drugs? (A crime relating to drugs means a conviction of a crime to manufacture, delivery or possession with intent to manufacture or deliver a controlled substance.)

____ Yes X No

Grays Harbor County may request your fingerprints to obtain from the criminal identification system a report of your record of criminal convictions for offenses against children or other persons, crimes relating to financial exploitation of vulnerable adults, civil adjudications of child abuse, domestic relations proceedings, disciplinary board final decisions, and protection proceedings. If we contract with you before that report is available, **THE CONTINUATION OF YOUR CONTRACT WILL BE CONDITIONAL UPON THE RECEIPT OF A SATISFACTORY REPORT.**

You will be notified of the response within ten days after Grays Harbor County receives the report. We will make a copy of the report available to you upon request.

UNDER PENALTY OF PERJURY, I certify that the above information is true, correct and complete. I understand that if I contract with the County, I can be discharged for any misrepresentation or omission in the above statements. I also understand that if I am contracted with, my contract is conditioned on Grays Harbor County's receipt of a satisfactory report.

Signature: Melissa L. Sexton
 Name (Please Print): Melissa L. Sexton
 DATE: 06 / 13 / 2019

I signed this document while in Montesano, Washington
(city or town)

EXHIBIT C: Continued
DISQUALIFYING CRIMES AGAINST PERSONS

As listed in RCW 43.43.830 and RCW 43.43.842

Listed below are the crimes that disqualify an applicant from appointment to a position that requires a Washington State Patrol Check. The duties and responsibilities of these positions include the requirement of unsupervised contact with youth, developmentally disabled persons or vulnerable adults. This information is taken from the DSHS form for criminal background checks for individual providers (DSHS 09-803) (06/94). Unless specifically noted below, these crimes have no time limitations related to employment eligibility.

Aggravated Murder	Kidnapping 1 st Degree
Arson 1 st Degree	Kidnapping 2 nd Degree
Assault 1 st Degree	Malicious Harassment
Assault 2 nd Degree	Manslaughter 1 st Degree
Assault 3 rd Degree	Manslaughter 2 nd Degree
Assault 4 th Degree (3 or more years)*	Manufacture, Delivery or Possession with Intent to Manufacture or Deliver a Controlled Substance
Assault of a Child 1 st Degree	Murder 1 st Degree
Assault of a Child 2 nd Degree	Murder 2 nd Degree
Assault of a Child 3 rd Degree	Patronizing a Juvenile Prostitute
Burglary 1 st Degree	Promoting Prostitution 1 st Degree
Child Abandonment	Promoting Pornography
Child abuse or neglect (RCW 26.44.020)	Prostitution (3 years or more)*
Child buying or selling	Rape 1 st Degree
Child Molestation 1 st Degree	Rape 2 nd Degree
Child Molestation 2 nd Degree	Rape 3 rd Degree
Child Molestation 3 rd Degree	Rape of a Child 1 st Degree
Communication w/Minor for Immoral Purposes	Rape of a Child 2 nd Degree
Criminal Abandonment	Rape of a Child 3 rd Degree
Criminal Mistreatment 1 st Degree	Robbery 1 st Degree
Criminal Mistreatment 2 nd Degree	Robbery 2 nd Degree
Custodial Assault	Selling/Distributing Erotic Material to a Minor
Custodial Interference 1 st Degree	Sexual Exploitation of a Minor
Custodial Interference 2 nd Degree	Sexual Misconduct w/a Minor 1 st Degree
Custodial Sexual Misconduct 1 st Degree	Sexual Misconduct w/a Minor 2 nd Degree
Custodial Sexual Misconduct 2 nd Degree	Theft 1 st Degree
Endangerment with a Controlled Substance	Theft 2 nd Degree (5 years or more)*
Extortion 1 st Degree	Theft 3 rd Degree (3 years or more)*
Extortion 2 nd Degree	Unlawful Imprisonment
Extortion 3 rd Degree	Vehicle Homicide
Felony Indecent Exposure	Violation of Child Abuse Restraining Order
Forgery (5 years or more)*	Or any of these crimes as they may be renamed in the future.
Incest	
Indecent Liberties	

*The crimes above marked with an asterisk are not disqualifying as long as the conviction date is established to be 3 or 5 years prior to application.



**GRAYS HARBOR COUNTY
BOARD OF COUNTY COMMISSIONERS
AGENDA COVER SHEET**

MEETING DATE
6/18/2019 1:00:00 PM

DEPARTMENT: Management Services
DIVISION: <i>(if applicable)</i>
SUBMITTER: Brenda Sherman
AGENDA ITEM TITLE: Budget Transfer Resolution, E R & R Fund - \$2,799,300
EXPLANATION OF REQUEST: <i>(include dates, important information and summary)</i> This resolution transfers budget from old, no longer prescribed BARS numbers to updated, correct numbers.
FISCAL IMPACT/FUNDING SOURCE: None
RECOMMENDED ACTION: Approval

[BELOW TO BE COMPLETED BY CLERK OF BOARD]

BOCC ACTION:

	APPROVED
	DENIED
	TABLED/DEFERRED/NO ACTION TAKEN
	CONTINUED TO DATE: ____/____/____ TIME: _____
	OTHER _____

RESOLUTION NO. _____

TRANSFERRING ITEMS IN THE GRAYS HARBOR COUNTY
MISCELLANEOUS FUND ER&R #501-000-000

WHEREAS, it appears that an adjustment should be made within the budget of the Grays Harbor County Miscellaneous Fund, ER&R #501-000-000;

WHEREAS, there appear to be sufficient funds in other accounts to permit the necessary adjustment to be made as requested;

NOW, THEREFORE, BE IT RESOLVED, that the County Auditor be authorized and directed as follows:

TRANSFER FROM:

501.000.000.	342.80.00.01	I/F Communications Services	\$5,000
501.000.000.	344.20.00.00	I/F Sales of Materials	\$700,000
501.000.000.	344.30.00.00	I/F Shop Charges	\$20,000
501.000.000.	344.50.00.01	I/F Fuel Sales	\$20,000
501.000.000.	362.10.00.00	I/F Equipment Rentals - Short Term	\$20,000
501.000.000.	362.20.00.00	I/F Equipment Rentals - Long Term	\$2,009,800
501.000.000.	362.22.00.00	I/F Radio Rentals - Long Term	\$11,000
501.000.000.	362.51.00.01	Space & Fac. Leases - Rds	\$13,500
			<u>\$2,799,300</u>

TRANSFER TO:

501.000.000.	348.20.00.00	I/F Sales of Roads Materials	\$700,000
501.000.000.	348.30.00.00	I/F Mechanical Service Charge (w/o part)	\$20,000
501.000.000.	348.50.00.01	I/F Fuel Sales	\$20,000
501.000.000.	348.65.00.00	I/F Carpool Rental Fees	\$20,000
501.000.000.	348.65.10.00	I/F Equip/Veh Rental (Assigned) -Other	\$103,481
501.000.000.	348.65.20.00	I/F Equip/Veh Rental (Assigned) -Roads	\$1,465,367
501.000.000.	348.65.30.00	I/F Equip/Veh Rental (Assigned) -Sheriff	\$392,008
501.000.000.	348.65.40.00	I/F Equip/Veh Rental (Assigned) -SW	\$48,944
501.000.000.	348.80.00.01	I/F Communication Service (Radio)	\$5,000
501.000.000.	348.80.22.00	I/F Radio Rentals - Long Term	\$11,000
501.000.000.	348.80.51.01	I/F Space & Facility Leases - RDS & SW	\$13,500
			<u>\$2,799,300</u>

ADOPTED this _____ day of _____, 2019.

BOARD OF COUNTY COMMISSIONERS
FOR GRAYS HARBOR COUNTY

Chair

ATTEST:

Commissioner

Clerk of the Board

Commissioner



**GRAYS HARBOR COUNTY
BOARD OF COUNTY COMMISSIONERS
AGENDA COVER SHEET**

MEETING DATE
6/18/2019 1:00:00 PM

DEPARTMENT: Management Services
DIVISION: <i>(if applicable)</i>
SUBMITTER: Marilyn Lewis
AGENDA ITEM TITLE: American Fidelity Service Exchange Agreement
EXPLANATION OF REQUEST: <i>(include dates, important information and summary)</i> Authorization for the Chairman to sign the Service Exchange Agreement. American Fidelity will provide to Grays Harbor County the Section 125 Plan Administrative Services, Flexible Spending Account Administrative Services, Benefits Debit Card Services for Healthcare FSA Participants, Annual Enrollment, Year-Round Support from a dedicated Account Manager effective 1/1/2020.
FISCAL IMPACT/FUNDING SOURCE: \$0.00
RECOMMENDED ACTION: Signature by the Chairman

[BELOW TO BE COMPLETED BY CLERK OF BOARD]

BOCC ACTION:

	APPROVED
	DENIED
	TABLED/DEFERRED/NO ACTION TAKEN
	CONTINUED TO DATE: ____/____/____ TIME: _____
	OTHER _____



Service Exchange Agreement

This Service Exchange Agreement is entered into by and between American Fidelity Assurance Company ("American Fidelity") and ("Customer"), who in consideration of the mutual agreements and promises contained herein, agree to work together as described in this Service Exchange Agreement. This Service Exchange Agreement shall be effective on the date signed by American Fidelity, and shall continue until terminated or modified by agreement of the parties.

American Fidelity will provide to Customer the following services (the "Services"):

- Section 125 Plan Administrative Services
- Flexible Spending Account Administrative Services
- Benefits Debit Card Services for Healthcare FSA Participants
- Annual Enrollment (on American Fidelity's or Customer's platform)
- Year-Round Support from a dedicated Account Manager

In exchange for the Services, Customer shall:

Products

- Allow American Fidelity to be the primary provider for supplemental insurance products; and
- Give American Fidelity the opportunity to offer insurance products to all eligible employees.

Communication

- Permit American Fidelity opportunities to present to employees or employee groups prior to enrollment;
- Facilitate one-on-one meetings of employees with American Fidelity to discuss employee benefit options and as applicable, to make their annual Section 125 Plan enrollment elections; and
- Provide working space for American Fidelity during enrollment meetings.

Administration

- Provide a complete employee census to American Fidelity each year;
- Provide other administrative services to American Fidelity as may be mutually agreed to by the parties; and
- Provide payroll deduction for American Fidelity products and services.

By agreeing to the Services, Customer acknowledges its understanding of the following:

- The Services described above will be provided to the extent allowed by law;
- American Fidelity does not provide tax or legal advice;
- American Fidelity reserves the right to change the delivery of Services and cost associated with them, but only with advanced written communication to Customer.

Intending to be bound, American Fidelity and Customer have caused their duly authorized representatives to execute this Service Exchange Agreement.

AMERICAN FIDELITY OFFICER

CUSTOMER

Jeanette Rice
Signature

Date

Signature

Date

Jeanette Rice
Printed Name

Date

Printed Name

Date

Services Exchange Agreement Rev. 10/2017

SB-25780-1017 Signed Service Agreement



**GRAYS HARBOR COUNTY
BOARD OF COUNTY COMMISSIONERS
AGENDA COVER SHEET**

MEETING DATE
6/18/2019 1:00:00 PM

DEPARTMENT: Management Services
DIVISION: <i>(if applicable)</i>
SUBMITTER: Joy Carossino
AGENDA ITEM TITLE: 2019-2020 Participant Accident Insurance Renewal
EXPLANATION OF REQUEST: <i>(include dates, important information and summary)</i> This is a request for authorization to bind coverage for the Participant Accident Medical Liability Policy for GHC Sheriff's Department. This insurance covers jail trustees when they are on work detail. The cost for renewal of this policy is \$500.00
FISCAL IMPACT/FUNDING SOURCE:
RECOMMENDED ACTION: Funds are available and I recommend that the Chairman sign the binding page and we renew this policy.

[BELOW TO BE COMPLETED BY CLERK OF BOARD]

BOCC ACTION:

	APPROVED
	DENIED
	TABLED/DEFERRED/NO ACTION TAKEN
	CONTINUED TO DATE: ____/____/____ TIME: _____
	OTHER _____

Grays Harbor County Sheriff's Department

PO Box 528
Montesano, WA 98563

Presented: May 15, 2019

Effective: June 14, 2019 – June 14, 2020



Student Health &
Special Risk

2019-2020 Participant Accident Insurance Renewal

Dan Helbach

Sports & Special Risk Account Manager

Gallagher Student Health & Special Risk

500 Victory Road

Quincy, MA 02171

dan_helbach@ajg.com

Grays Harbor County Sheriff's Department

May 15, 2019

Vicki Aldridge
Arthur J. Gallagher & Co.
1015 A Street, Suite 800
Tacoma, WA 98402

Re: Grays Harbor Sheriff's Department Participant Accident Insurance Renewal
Effective Date: 6/14/19 – 6/14/20

Dear Vicki,

The coverage outlined within this proposal may not conform to the terms and conditions you requested. Please check this carefully, and check the policy(ies) carefully on receipt. This document is intended for use as evidence that the insurance, as described herein, has been effected and shall be subject to all terms and conditions of policy(ies) which will be issued. In the event of any inconsistency between this document and the policy(ies), the terms and provisions of such policy(ies) shall prevail. We would like to outline the following notable points for your consideration:

- The insurance carrier is Berkley Life & Health with the A.M. Best Rating of A+ and the Financial Status of VIII; see Carrier Ratings and Admitted Status page.
- Gallagher Student Health & Special Risk Commission: Base: 10%
- AJG Tacoma Commission: 4% of total commission
- Claim Handling Instructions are on the Carrier and Claims Company Information page(s).
- Note: This proposal abides by wholesale mandatory requirements, not those required in a retail proposal. It is the retail agent's responsibility to deliver the retail (Professional Standards) compliant proposal to the client.
- You are not an agent of the insurer and as such cannot (a) bind coverage, (b) make any commitments on behalf of the insurer or their agent. The policy cannot be assigned without the written consent of the insurer or their agent.
- At binding, you commit to any provisions of coverage. There are no flat cancellations allowed.

To bind this policy, please refer to the "Client Authorization to Bind Coverage" page attached. **Note any changes you desire, date, sign and return** prior to the effective date of coverage.

We appreciate your business and look forward to working with you in the coming year. Please contact me if you have any questions.

Dan Helbach
Sports & Special Risk Account Manager
Gallagher Student Health & Special Risk



Student Health &
Special Risk

Grays Harbor County Sheriff's Department

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Carrier Ratings and Admitted Status.....7

Grays Harbor County Sheriff's Department

Carrier and Claims Company Information

Entity Name	Berkley Accident and Health, LLC itself and on behalf of Berkley Life and Health Insurance Company (BLHIC) and StarNet Insurance Company (SN)
City, State	Hamilton Square, NJ
A.M. Best Rating	A+ (Superior) for BLHIC and SN
S&P Rating	A+ (Superior) for SN; BLHIC - Not Rated
Moody's Rating	Not Rated - BLHIC and SN
Fitch Rating (if applicable)	Not Rated - BLHIC and SN
Entity Description	
<p>Berkley Accident and Health, LLC is the U.S. based accident and health operating entity of the W.R. Berkley Corporation Member Companies. Founded in 1967, W. R. Berkley Corporation (NYSE:WRB) is an insurance holding company which, through its subsidiaries, does business in all segments of the property casualty and accident and health insurance market. W. R. Berkley Corporation is one of the nation's premier commercial lines property casualty insurance providers. Each of the operating units in the Berkley Group participates in a niche market requiring specialized knowledge about a territory or product. The Berkley competitive advantage lies in the long-term strategy of decentralized operations, allowing each of the units to identify and respond quickly and effectively to changing market conditions and local customer needs. At Berkley Accident & Health, LLC, we continue this entrepreneurial spirit, utilizing our strong underwriting expertise to service insurance products tailored to the market demands of our customers. As an innovative service provider of accident and health insurance programs, we are committed to delivering superior value to our clients. Through the development of products that capitalize on our broad market knowledge, we are dedicated to servicing a diversified range of accident and health solutions. StarNet Insurance Company and Berkley Life and Health Insurance Company, Berkley Companies, are the primary Berkley underwriting companies for accident and health business in the United States.</p>	
Claims Company Name	BMI Benefits, LLC.
City, State	Matawan, New Jersey
Years of serving student insurance industry	35+
Claims Submission Information	
Nationwide Toll-Free Number	800-445-3126
Claim Form Required? Yes/No	Yes
Claim lookup online? Yes/No	Yes
Claim Submission Deadline	90 days or as soon as possible, or within 90 days of date of injury or first treatment for the injury. Medical bill, HCFA 1500 or UB92 should be used to submit expenses
Mailing address for claim submission	PO Box 511 76 Main Street, Matawan, NJ 07747
E-mail address for claim submission	tricia@bobmccloskey.com
Website	bobmccloskey.com
Customer Service Hours (EST)	9:00a.m. - 5:00p.m.
Assigned Specific Claims Examiner? Yes/No	Yes
Claims Processing Time for a complete claim while maintaining a 98.9% financial accuracy (# of days/range)	10-15 business days
HIPAA Compliance with federal privacy and confidentiality requirements Yes/No	Yes

Grays Harbor County Sheriff's Department

Premium Quotation

Carrier Name: Berkley Life & Health
2019-2020 Premium

Plan Design – 1 Year Benefit Period
\$25,000 per Injury Maximum

Deductible	2019 - 2020 Annual Premium Cost
\$0 Deductible per Injury	\$500

NOTE: The information contained in this proposal is only an outline of the benefits offered. It is NOT a complete explanation of the policy provisions or specifics of the policy benefits. No coverage is extended via this proposal and no representations are made other than what is stated in the policy. To review a complete description of the program coverage, exclusions, and benefits, please contact us for a specimen copy of the policy.

Grays Harbor County Sheriff's Department

Schedule of Benefits

Eligibility	Enrolled participants (Work Crew and Trustee Program) of the Policyholder.
Covered Activities	Supervised and Sponsored Activities of the Policyholder, including travel directly and without interruption, to and from the Covered Person's home and the site of the activity. Policyholder sponsored domestic travel is also included.
Accident Medical Expense	\$25,000 per Injury
Deductible	\$50 per Injury
Plan Design	Full Excess
Benefit Period	52 weeks
Coinsurance	100% after the deductible
Accidental Death & Dismemberment (AD&D)	\$5,000 (\$250,000 aggregate)
Dental	100% of Accident Medical Benefit

Exclusions and Limitations

This Policy does not cover any loss resulting in whole or part from, or contributed to by, or as a natural or probable consequence of any of the following even if the immediate cause of the loss is an accidental bodily injury, unless otherwise covered under this policy by Additional Benefits:

- Suicide, self-destruction, attempted self-destruction or intentional self-inflicted injury while sane or insane.
- War or any act of war, declared or undeclared.
- Sickness, disease or any bacterial infection, except one that results from an accidental cut or wound or pyogenic infections that result from accidental ingestion of contaminated substances.
- Violation or in violation or attempt to violate any duly-enacted law or regulation, or commission or attempt to commit an assault or felony, or that occurs while engaged in an illegal occupation.
- Covered Expenses for which the Covered Person would not be responsible in the absence of this Policy.
- Injuries paid under Workers' Compensation, Employer's liability laws or similar occupational benefits or while engaging in activity for monetary gain from sources other than the Policyholder.
- Travel or activity outside the United States.
- Participation in any motorized race or speed contest.
- Aggravation or re-injury of a prior injury that the Covered Person suffered prior to his or her coverage Effective Date, unless We receive a written medical release from the Covered Person's Physician.
- Heart attack, stroke or other circulatory disease or disorder, whether or not known or diagnosed, unless the immediate cause of Loss is external trauma.
- Services or treatment rendered by a Physician, Nurse or any other person who is employed or retained by the policyholder; or an Immediate Family member of the Covered Person.
- Treatment of a hernia, Osgood-Schlatter's disease, osteochondritis, appendicitis, osteomyelitis, cardiac disease or conditions, pathological fractures, congenital weakness, whether or not caused by a Covered Accident.
- Damage to or loss of dentures or bridges or damage to existing orthodontic equipment, except as specifically provided in this Policy.
- Loss resulting from participation in any activity not specifically covered by this Policy.
- Any treatment, service or supply not specifically covered by this Policy.
- Eyeglasses, contact lenses, hearing aids.
- Travel or flight in or on any vehicle for aerial navigation, including boarding or alighting from:
 - While riding as a passenger in any aircraft not intended or licensed for the transportation of passengers; or
 - While being used for any test or experimental purpose; or
 - While piloting, operating, learning to operate or serving as a member of the crew thereof.

Grays Harbor County Sheriff's Department

Client Authorization to Bind Coverage

After careful consideration of Gallagher's proposal dated May 15, 2019 we accept the following coverage(s). Please check the desired coverage(s) and note any coverage amendments below:

Effective Dates: 6/14/19 – 6/14/20	LINE OF COVERAGE	PREMIUM	CARRIER
<input checked="" type="checkbox"/> Accept <input type="checkbox"/> Reject	Participant Accident	\$500	Berkley Life & Health

Do you have other coverage considerations?

☐ Yes ☒ No

The above coverage may not necessarily represent the entirety of available insurance products. If you are interested in pursuing additional coverages other than those addressed in the coverage considerations included in this proposal, please list below:

Producer/ Insured Coverage Amendments and Notes:

Account Services Provided:

- Placement of insurance coverage
- Maintenance and management of the account
- Manage the renewal process with the incumbent carrier and obtain additional renewal proposals, if appropriate, to guarantee competitive pricing and coverage terms.
- Communicate with campus stakeholders to educate them on claims policies and procedures.
- Provide relevant marketing materials (FAQs, brochures, claims filing procedures, etc.) with policy information and benefits.
- Distribution of periodic claim summary reports.
- Ensure that the filed and approved carrier has complied with all federal and state laws.
- Benchmarking and policy review to ensure the current program provides the best coverage and benefits.
- Quarterly Market Update Series
- Other _____

We agree that your liability to us arising from your negligent acts or omissions, whether related to the insurance or surety placed pursuant to these binding instructions or not, shall not exceed \$20 million, in the aggregate. Further, without limiting the foregoing, we agree that in the event you breach your obligations, you shall only be liable for actual damages we incur and that you shall not be liable for any indirect, consequential or punitive damages.

Grays Harbor County Sheriff's Department

Gallagher has established security controls to protect Client confidential information from unauthorized use or disclosure. For additional information, please review Gallagher's Privacy Policy located at <https://www.ajg.com/privacy-policy/>.

I have read, understand and agree that the above-information is correct and has been disclosed to us prior to authorizing Gallagher to bind coverage and/or provide services to us.

By: _____
Print Name (Specify Title)

Company

Signature

Date: _____

Master Policy:

I would like to receive the Master Policy for this program evidencing coverage electronically. ____ (initial)



Grays Harbor County Sheriff's Department

Carrier Ratings and Admitted Status

Proposed Insurance Companies	A.M. Best's Rating & Financial Size Category *	Admitted/Non-Admitted **
Berkley Life & Health	A+	VIII

*Gallagher companies use A.M. Best rated insurers and the rating listed above was verified on the date the proposal document was created.

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A Best's Financial Strength Rating is an independent opinion of an insurer's financial strength and ability to meet its ongoing insurance policy and contract obligations. It is not a warranty of a company's financial strength and ability to meet its obligations to policyholders. Best's Credit Ratings™ are under continuous review and subject to change and/or affirmation. For the latest Best's Credit Ratings™ and Guide to Best's Credit Ratings, visit the A.M. Best website at <http://www.ambest.com/ratings>.

**If coverage placed with a non-admitted carrier, it is doing business in the state as a surplus lines or non-admitted carrier, and is neither subject to the same regulations as an admitted carrier nor do they participate in any state insurance guarantee fund.

Gallagher companies make no representations and warranties concerning the solvency of any carrier, nor does it make any representation or warranty concerning the rating of the carrier which may change.



**GRAYS HARBOR COUNTY
BOARD OF COUNTY COMMISSIONERS
AGENDA COVER SHEET**

MEETING DATE
6/18/2019 1:00:00 PM

DEPARTMENT: Public Health and Social Services
DIVISION: <i>(if applicable)</i>
SUBMITTER: Julie Myers
AGENDA ITEM TITLE: Agreement with HUD to provide permanent supportive housing for chronically homeless clients
EXPLANATION OF REQUEST: <i>(include dates, important information and summary)</i> This grant agreement with HUD is to provide permanent supportive housing for chronically homeless clients. The majority of this work will be done by our Subrecipient, CCAP, in the form of rental assistance, supportive services and administration, with a small portion being allocated for PHSS administrative costs.
FISCAL IMPACT/FUNDING SOURCE: \$184,428/HUD Grant
RECOMMENDED ACTION: Please approve

[BELOW TO BE COMPLETED BY CLERK OF BOARD]

BOCC ACTION:

	APPROVED
	DENIED
	TABLED/DEFERRED/NO ACTION TAKEN
	CONTINUED TO DATE: ____/____/____ TIME: _____
	OTHER _____



U.S. Department of Housing and Urban Development
Office of Community Planning and Development
909 First Avenue
Suite 200
Seattle, WA 98104

Recipient Name: Grays Harbor County
Grant Number: WA0415L0T011800
Tax ID Number: 91-6001320
DUNS Number: 083736009 - 0000

CONTINUUM OF CARE PROGRAM (CDFA# 14.267) GRANT AGREEMENT

This Grant Agreement ("this Agreement") is made by and between the United States Department of Housing and Urban Development ("HUD") and Grays Harbor County (the "Recipient").

This Agreement is governed by title IV of the McKinney-Vento Homeless Assistance Act 42 U.S.C. 11301 et seq. (the "Act") and the Continuum of Care Program rule (the "Rule").

The terms "Grant" or "Grant Funds" mean the funds that are provided under this Agreement. The term "Application" means the application submissions on the basis of which the Grant was approved by HUD, including the certifications, assurances, and any information or documentation required to meet any grant award condition. All other terms shall have the meanings given in the Rule.

The Application is incorporated herein as part of this Agreement, except that only the project (those projects) listed, and only in the amounts listed on a Scope of Work, are funded by this Agreement. In the event of any conflict between any application provision and any provision contained in this Agreement, this Agreement shall control.

The Scope of Work, is attached hereto and made a part hereof. If in the future appropriations are made available for Continuum of Care grants; if Recipient applies under a Notice of Funds Availability published by HUD; and, if pursuant to the selection criteria in the Notice of Funds Availability, HUD selects Recipient and the project or one or more of the projects listed on the Scope of Work for renewal or for new projects for funding, then additional Scopes of Work may be attached to this Agreement. Those additional Scopes of Work, when attached, will also become a part hereof.

The effective date of the Agreement shall be the date of execution by HUD and it is the date use of funds under this Agreement may begin. Each project will have a performance period that will be listed on the Scope(s) of Work to this Agreement. For renewal projects, the period of performance shall begin at the end of the Recipient's final operating year for the project being renewed and eligible costs incurred for a project between the end of Recipient's final operating year under the grant being renewed and the execution of this Agreement may be paid with funds from the first operating year of this Agreement. For each new project funded under this Agreement, Recipient and HUD will set an operating start date in eLOCCS, which will be used to track expenditures, to establish the project performance period and to determine when a project is eligible for renewal. Recipient hereby authorizes HUD to insert the project performance period for new projects into the Scope of Work without Recipient signature, after the operating start date is established in eLOCCS.

This Agreement shall remain in effect until termination either 1) by agreement of the parties; 2) by HUD alone, acting under the authority of 24 CFR 578.107; 3) upon expiration of the final performance period for all projects funded under this Agreement; or 4) upon the expiration of the period of availability of funds for all projects funded under this Agreement.

Recipient agrees:

1. To ensure the operation of the project(s) listed on the Scope of Work in accordance with the provisions of the Act and all requirements of the Rule;
2. To monitor and report the progress of the project(s) to the Continuum of Care and HUD;
3. To ensure, to the maximum extent practicable, that individuals and families experiencing homelessness are involved, through employment, provision of volunteer services, or otherwise, in constructing, rehabilitating, maintaining, and operating facilities for the project and in providing supportive services for the project;
4. To require certification from all subrecipients that:
 - a. Subrecipients will maintain the confidentiality of records pertaining to any individual or family that was provided family violence prevention or treatment services through the project;
 - b. The address or location of any family violence project assisted with grant funds will not be made public, except with written authorization of the person responsible for the operation of such project;
 - c. Subrecipients will establish policies and practices that are consistent with, and do not restrict, the exercise of rights provided by subtitle B of title VII of the Act and other laws relating to the provision of educational and related services to individuals and families experiencing homelessness;
 - d. In the case of projects that provide housing or services to families, that subrecipients will designate a staff person to be responsible for ensuring that children being served in the program are enrolled in school and connected to appropriate services in the community, including early childhood programs such as Head Start, part C of the Individuals with Disabilities Education Act, and programs authorized under subtitle B of title VII of the Act;
 - e. The subrecipient, its officers, and employees are not debarred or suspended from doing business with the Federal Government; and
 - f. Subrecipients will provide information, such as data and reports, as required by HUD; and
5. To establish such fiscal control and accounting procedures as may be necessary to assure the proper disbursement of, and accounting for grant funds in order to ensure that all financial transactions are conducted, and records maintained in accordance with generally accepted accounting principles, if the Recipient is a Unified Funding Agency;
6. To monitor subrecipient match and report on match to HUD;
7. To take the educational needs of children into account when families are placed in housing and will, to the maximum extent practicable, place families with children as close as possible to their school of origin so as not to disrupt such children's education;
8. To monitor subrecipients at least annually;

9. To use the centralized or coordinated assessment system established by the Continuum of Care as required by the Rule. A victim service provider may choose not to use the Continuum of Care's centralized or coordinated assessment system, provided that victim service providers in the area use a centralized or coordinated assessment system that meets HUD's minimum requirements and the victim service provider uses that system instead;
10. To follow the written standards for providing Continuum of Care assistance developed by the Continuum of Care, including those required by the Rule;
11. Enter into subrecipient agreements requiring subrecipients to operate the project(s) in accordance with the provisions of this Act and all requirements of the Rule; and
12. To comply with such other terms and conditions as HUD may have established in the applicable Notice of Funds Availability.

HUD notifications to the Recipient shall be to the address of the Recipient as stated in the Application, unless the Recipient changes the address and key contacts in e-snaps. Recipient notifications to HUD shall be to the HUD Field Office executing the Agreement. No right, benefit, or advantage of the Recipient hereunder may be assigned without prior written approval of HUD.

The Agreement constitutes the entire agreement between the parties hereto, and may be amended only in writing executed by HUD and the Recipient.

By signing below, Recipients that are states and units of local government certify that they are following a current HUD approved CHAS (Consolidated Plan).

Recipient Name: Grays Harbor County
Grant Number: WA0415L0T011800
Tax ID Number: 91-6001320
DUNS Number: 083736009 - 0000

SCOPE OF WORK for
 FY2018 COMPETITION
 (funding 1 project in CoCs with multiple recipients)

1. The project listed on this Scope of Work is governed by the Act and Rule, as they may be amended from time to time. The project is also subject to the terms of the Notice of Funds Availability for the fiscal year competition in which the funds were awarded and to the applicable annual appropriations act.
2. HUD designations of Continuums of Care as High-performing Communities (HPCS) are published in the HUD Exchange in the appropriate Fiscal Years' CoC Program Competition Funding Availability page. Notwithstanding anything to the contrary in the Application or this Grant Agreement, Recipient may only use grant funds for HPC Homelessness Prevention Activities if the Continuum that designated the Recipient to apply for this grant was designated an HPC for the applicable fiscal year.
3. Recipient is not a Unified Funding Agency and was not the only Applicant the Continuum of Care designated to apply for and receive grant funds and is not the only Recipient for the Continuum of Care that designated it. HUD's total funding obligation for this grant is \$ 184428 for project number WA0415L0T011800. If the project is a renewal to which expansion funds have been added during this competition, the Renewal Expansion Data Report, including the Summary Budget therein, in e-snaps is incorporated herein by reference and made a part hereof. In accordance with 24 CFR 578.105(b), Recipient is prohibited from moving more than 10% from one budget line item in a project's approved budget to another without a written amendment to this Agreement. The obligation for this project shall be allocated as follows:

a. Continuum of Care planning activities	\$ 0
b. Acquisition	\$ 0
c. Rehabilitation	\$ 0
d. New construction	\$ 0
e. Leasing	\$ 0
f. Rental assistance	\$ 110592
g. Supportive services	\$ 61746
h. Operating costs	\$ 0
i. Homeless Management Information System	\$ 0
j. Administrative costs	\$ 12090
k. Relocation Costs	\$ 0

I. HPC homelessness prevention activities:

Housing relocation and stabilization services	\$ 0
Short-term and medium-term rental assistance	\$ 0

4. Performance Period in number of months: 12. The performance period for the project begins _____ and ends _____. No funds for new projects may be drawn down by Recipient until HUD has approved site control pursuant to §578.21 and §578.25 and no funds for renewal projects may be drawn down by Recipient before the end date of the project's final operating year under the grant that has been renewed.
5. If grant funds will be used for payment of indirect costs, the Recipient is authorized to insert the Recipient's and Subrecipients' federally recognized indirect cost rates on the attached Federally Recognized Indirect Cost Rates Schedule, which Schedule shall be incorporated herein and made a part of the Agreement. No indirect costs may be charged to the grant by the Recipient if their federally recognized cost rate is not listed on the Schedule. If no federally recognized indirect cost rate is listed on the Schedule for a project funded under this Agreement, no indirect costs may be charged to the project by the subrecipient carrying out that project.
6. The project has not been awarded project-based rental assistance for a term of fifteen (15) years. Additional funding is subject to the availability of annual appropriations.

This agreement is hereby executed on behalf of the parties as follows:

**UNITED STATES OF AMERICA,
Secretary of Housing and Urban Development**

By:

(Signature)

Jack Peters, Director

(Typed Name and Title)

(Date)

RECIPIENT

Grays Harbor County

(Name of Organization)

By:

(Signature of Authorized Official)

Randy Ross, Chairman, Board of Commissioners, Grays Harbor County

(Typed Name and Title of Authorized Official)

(Date)

Tax ID No.: 91-6001320
CoC Program Grant Number: WA0415L0T011800
Effective Date: 6/7/2019
DUNS No.: 083736009 - 0000

FEDERALLY RECOGNIZED INDIRECT COST RATE SCHEDULE

<u>Grant No.</u>	<u>Recipient Name</u>	<u>Indirect cost rate</u>	<u>Cost Base</u>
WA0415L0T011800			

2019 PROFESSIONAL SERVICES CONTRACT

THIS PROFESSIONAL SERVICES CONTRACT (as may be further amended from time to time, the "Contract") is made effective as of ____ day of _____, 2019 by and between Grays Harbor County through the Department of Public Health and Social Services, a political subdivision of the State of Washington, and Interfaith Works (the Provider). The County and Provider are hereinafter referred to as the parties and each a party.

RECITALS

WHEREAS, The County is invested in authentic and productive partnerships; and

WHEREAS, The County, through scope of work under the USDA Rural Community Development Initiative grant has endeavored to identify and strengthen system coordination components that will benefit homeless persons ; and

WHEREAS, The County recognizes Interfaith Works' experience and expertise in supporting collaborative, equitable community dialog to explore effective solutions in Thurston County ; and

WHEREAS, The County has identified examining low barrier shelter opportunities in the Five Year Plan to Address Unmet Housing Needs

NOW, THEREFORE, in consideration of the terms, conditions, covenants, and performance contained herein, the parties agree as follows:

1. SERVICES

Provider shall provide the following service: Consultation, facilitation, and technical assistance to facilitate collaborative, productive process to examine the community need for low barrier shelter and opportunities to leverage available community resources to best meet the need

A. Provider shall document number of hours dedicated in preparation for and implementation of direct consultation, facilitation, and technical assistance to Grays Harbor County and associated expense. Provider shall also provide a brief summary of intent and results of documented preparation and/or implementation of consultation, facilitation and/or technical assistance

B. Provider shall participate in regular preparatory/check-in discussions with the County to design and tailor consultation, facilitation, and technical assistance. Provider shall also participate in meeting design, planning, and implementation of collaborative community stakeholder conversations.

C. Provider agrees to record and distribute minutes of group discussions.

D. Provider agrees to maintain books, records, documents and accounting procedures, and practices which accurately reflect the use of the funds provided under

this Agreement. Contractor shall retain all books, records, documents, and other material relevant to this Agreement for six (6) years after its expiration. Contractor agrees that County or its designee shall have full access and right to examine any of said materials at all reasonable times during said period.

2. COUNTY OBLIGATION

In exchange for the services the provider shall provide, the County will compensate the Provider, as outlined in Section 5 below.

3. DURATION OF CONTRACT / TERMINATION:

The term of this contract shall begin May 1, 2019 and upon signing by all parties, and shall end no later than October 31, 2019. Either party may terminate this contract for any reason with thirty (30) days written notice to the other party.

4. MODIFICATION OF CONTRACT:

The contract may be modified by mutual written agreement of the parties.

5. COMPENSATION AND PAYMENT METHOD:

A. The County will compensate the Provider for services rendered, according to the following schedule and terms: compensation is authorized at maximum rate of \$65/hour and for a maximum of \$2,500. Travel, through mileage reimbursement at current IRS rate and meal reimbursement for four or more hours worked in a single 24 hour period will be reimbursed at the following rate: Breakfast \$15, Lunch: \$20, and Dinner: \$25. Travel and/or meal-time will be billed at actual cost and cannot be billed as hourly expense in addition.

B. Contractor shall use the funds for the activities described in Section 1: Services, which is incorporated herein.

C. Monthly invoices must include outline of number of hours worked, travel and/or per diem expenses, and brief summary of intent and outcome of consultation, facilitation, and technical assistance verifying that the work in Section 1 was performed.

D. The Provider shall provide monthly invoices to the County no later than the 10th day of the month for services rendered the previous month. The County shall remit payment to the Provider within thirty (30) days following receipt of the monthly invoice.

6. PROVIDER AS INDEPENDENT CONTRACTOR:

The parties agree that the Provider is an independent contractor, and is neither an employee nor agent of Grays Harbor County. As such, the Provider shall not be entitled to any status, benefits, privileges or entitlements as a county employee. All payments made hereunder and all services performed shall be made and performed pursuant to this Contract by the Provider as an independent contractor.

7. USE OF FUNDS:

Contractor shall use funds for the activities described in Section 1, agreeing that service providers will be performing as described.

8. NON-DISCRIMINATION IN CLIENT SERVICES

The Provider shall not, on grounds of race, color, sex, sexual orientation, religion, national origin, creed, marital states, age, Vietnam era or disabled veteran status, or the presence of any sensory, mental, or physical disability deny an individual any services or other benefits provided under this Contract.

9. HOLD HARMLESS AND INDEMNIFICATION

A. To the fullest extent permitted by law, the Provider agrees to indemnify, pay costs to 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 act or omission, negligent or otherwise, of the Provider, its employees, agents or volunteers or Provider's sub Providers and their employees, agents or volunteers; or 2) are directly or indirectly arising out of, resulting from, or in connection with performance of this Agreement; or 3) are based upon the Provider's or its sub Providers' use of, presence upon or proximity to the property of the County. This indemnification obligation of the Provider 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 the Provider shall not be limited in any way by the Washington State Industrial Insurance Act, RCW Title 51, or by application of any other workmen's compensation act, disability benefit act or other employee benefit act, and the Provider hereby expressly waives any immunity afforded by such acts.

B. 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 Provider's indemnity obligations under this Contract. The Provider agrees all Providers' indemnity obligations shall survive the completion, expiration or termination of this Contract.

10. COMPLIANCE WITH LAWS.

A. Contractor, in performance of this Agreement, agrees to comply with all applicable Federal, State, and local laws or ordinances, including federal and state nondiscrimination statutes and regulations.

B. The Contractor assumes full responsibility for the payment of all assessments, payroll taxes, or contributions, whether State or Federal, as to the Contractor and all of Contractor's employees, if any, engaged in the performance of work under this agreement. The Contractor shall furnish to the County, on its request, a certificate or other evidence of compliance with all State or Federal laws concerning contributions, taxes, and payroll assessments. In addition, the Contractor agrees to pay any and all taxes or assessments of whatever nature or kind levied or assessed as a consequence of the work performed or on the compensation to be paid under this contract.

11. INSURANCE

A. General Liability Insurance, using a standard ISO CG 00 01 occurrence form, including premises, operations, products and completed operations, contractual liability with limits not less than \$1,000,000 per occurrence, \$2,000,000 General "Aggregate and \$2,000,000 Products-Completed Operations Aggregate for bodily injury, personal injury and property damage. The County, its Board, officers, agents and employees shall be included as Additional Insureds either by specific endorsement naming these parties or a blanket additional insured endorsement applicable "when required by written contract or agreement".

B. Professional Liability (errors & omissions) Insurance. The Provider shall maintain professional liability or professional errors and omissions coverage 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 agreement and Provider agrees to

maintain continuous coverage through a period no less than three years after completion of the services required by this agreement.

C. Workers' Compensation and Employer Liability. The Provider shall maintain workers' compensation insurance as required by Title 51, Revised Code of Washington, and will provide evidence of coverage to the Grays Harbor County Risk Management Division.

D. Automobile Liability. The Provider shall maintain automobile liability insurance at least as broad as Insurance Services Office form CA 00 01 covering bodily injury and property damage for all activities of the Provider arising out of or in connection with Work to be performed under this Contract, 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.

IN WITNESS WHEREOF the parties hereto have caused this Contract to be executed this ____ day of _____, 2019.

PROVIDER:

BOARD OF COMMISSIONERS
Of Grays Harbor County :

Randy Ross, Chair, Commissioner

Wes Cormier, Commissioner

CLERK OF THE BOARD:

Jenna Amsbury

Vicki Raines, Commissioner

APPROVED AS TO FORM:

Deputy Prosecuting Attorney



**GRAYS HARBOR COUNTY
BOARD OF COUNTY COMMISSIONERS
AGENDA COVER SHEET**

MEETING DATE
6/18/2019 1:00:00 PM

DEPARTMENT: Public Health and Social Services
DIVISION: <i>(if applicable)</i>
SUBMITTER: Julie Myers
AGENDA ITEM TITLE: Agreement with Interfaith Works for professional services related to a low-barrier shelter
EXPLANATION OF REQUEST: <i>(include dates, important information and summary)</i> We are seeking approval from the BOCC for a professional services agreement with Interfaith Works (IW), a non-profit association in Thurston County, to provide us with consultation, facilitation, and technical assistance regarding collaborative models for low-barrier emergency shelter.
FISCAL IMPACT/FUNDING SOURCE: \$2,500/U.S.D.A. grant
RECOMMENDED ACTION: Please approve

[BELOW TO BE COMPLETED BY CLERK OF BOARD]

BOCC ACTION:

	APPROVED
	DENIED
	TABLED/DEFERRED/NO ACTION TAKEN
	CONTINUED TO DATE: ____/____/____ TIME: _____
	OTHER _____



**GRAYS HARBOR COUNTY
BOARD OF COUNTY COMMISSIONERS
AGENDA COVER SHEET**

MEETING DATE
6/18/2019 1:00:00 PM

DEPARTMENT: Public Health and Social Services
DIVISION: <i>(if applicable)</i>
SUBMITTER: Julie Myers
AGENDA ITEM TITLE: Sub recipient agreement with CCAP to authorize them to provide the services the County administers for the McKinney Vento grant
EXPLANATION OF REQUEST: <i>(include dates, important information and summary)</i> This is the sub recipient agreement with CCAP to authorize them to provide the services the County administers for our recently awarded McKinney Vento HUD grant for permanent supportive housing.
FISCAL IMPACT/FUNDING SOURCE: 178,383/HUD Grant
RECOMMENDED ACTION: Please approve.

[BELOW TO BE COMPLETED BY CLERK OF BOARD]

BOCC ACTION:

	APPROVED
	DENIED
	TABLED/DEFERRED/NO ACTION TAKEN
	CONTINUED TO DATE: ____/____/____ TIME: _____
	OTHER _____



U.S. Department of Housing and Urban Development
Office of Community Planning and Development
909 First Avenue
Suite 200
Seattle, WA 98104

Recipient Name: Grays Harbor County
Grant Number: WA0415L0T011800
Tax ID Number: 91-6001320
DUNS Number: 083736009 - 0000

CONTINUUM OF CARE PROGRAM (CDFA# 14.267) GRANT AGREEMENT

This Grant Agreement ("this Agreement") is made by and between the United States Department of Housing and Urban Development ("HUD") and Grays Harbor County (the "Recipient").

This Agreement is governed by title IV of the McKinney-Vento Homeless Assistance Act 42 U.S.C. 11301 et seq. (the "Act") and the Continuum of Care Program rule (the "Rule").

The terms "Grant" or "Grant Funds" mean the funds that are provided under this Agreement. The term "Application" means the application submissions on the basis of which the Grant was approved by HUD, including the certifications, assurances, and any information or documentation required to meet any grant award condition. All other terms shall have the meanings given in the Rule.

The Application is incorporated herein as part of this Agreement, except that only the project (those projects) listed, and only in the amounts listed on a Scope of Work, are funded by this Agreement. In the event of any conflict between any application provision and any provision contained in this Agreement, this Agreement shall control.

The Scope of Work, is attached hereto and made a part hereof. If in the future appropriations are made available for Continuum of Care grants; if Recipient applies under a Notice of Funds Availability published by HUD; and, if pursuant to the selection criteria in the Notice of Funds Availability, HUD selects Recipient and the project or one or more of the projects listed on the Scope of Work for renewal or for new projects for funding, then additional Scopes of Work may be attached to this Agreement. Those additional Scopes of Work, when attached, will also become a part hereof.

The effective date of the Agreement shall be the date of execution by HUD and it is the date use of funds under this Agreement may begin. Each project will have a performance period that will be listed on the Scope(s) of Work to this Agreement. For renewal projects, the period of performance shall begin at the end of the Recipient's final operating year for the project being renewed and eligible costs incurred for a project between the end of Recipient's final operating year under the grant being renewed and the execution of this Agreement may be paid with funds from the first operating year of this Agreement. For each new project funded under this Agreement, Recipient and HUD will set an operating start date in eLOCCS, which will be used to track expenditures, to establish the project performance period and to determine when a project is eligible for renewal. Recipient hereby authorizes HUD to insert the project performance period for new projects into the Scope of Work without Recipient signature, after the operating start date is established in eLOCCS.

This Agreement shall remain in effect until termination either 1) by agreement of the parties; 2) by HUD alone, acting under the authority of 24 CFR 578.107; 3) upon expiration of the final performance period for all projects funded under this Agreement; or 4) upon the expiration of the period of availability of funds for all projects funded under this Agreement.

Recipient agrees:

1. To ensure the operation of the project(s) listed on the Scope of Work in accordance with the provisions of the Act and all requirements of the Rule;
2. To monitor and report the progress of the project(s) to the Continuum of Care and HUD;
3. To ensure, to the maximum extent practicable, that individuals and families experiencing homelessness are involved, through employment, provision of volunteer services, or otherwise, in constructing, rehabilitating, maintaining, and operating facilities for the project and in providing supportive services for the project;
4. To require certification from all subrecipients that:
 - a. Subrecipients will maintain the confidentiality of records pertaining to any individual or family that was provided family violence prevention or treatment services through the project;
 - b. The address or location of any family violence project assisted with grant funds will not be made public, except with written authorization of the person responsible for the operation of such project;
 - c. Subrecipients will establish policies and practices that are consistent with, and do not restrict, the exercise of rights provided by subtitle B of title VII of the Act and other laws relating to the provision of educational and related services to individuals and families experiencing homelessness;
 - d. In the case of projects that provide housing or services to families, that subrecipients will designate a staff person to be responsible for ensuring that children being served in the program are enrolled in school and connected to appropriate services in the community, including early childhood programs such as Head Start, part C of the Individuals with Disabilities Education Act, and programs authorized under subtitle B of title VII of the Act;
 - e. The subrecipient, its officers, and employees are not debarred or suspended from doing business with the Federal Government; and
 - f. Subrecipients will provide information, such as data and reports, as required by HUD; and
5. To establish such fiscal control and accounting procedures as may be necessary to assure the proper disbursement of, and accounting for grant funds in order to ensure that all financial transactions are conducted, and records maintained in accordance with generally accepted accounting principles, if the Recipient is a Unified Funding Agency;
6. To monitor subrecipient match and report on match to HUD;
7. To take the educational needs of children into account when families are placed in housing and will, to the maximum extent practicable, place families with children as close as possible to their school of origin so as not to disrupt such children's education;
8. To monitor subrecipients at least annually;

9. To use the centralized or coordinated assessment system established by the Continuum of Care as required by the Rule. A victim service provider may choose not to use the Continuum of Care's centralized or coordinated assessment system, provided that victim service providers in the area use a centralized or coordinated assessment system that meets HUD's minimum requirements and the victim service provider uses that system instead;
10. To follow the written standards for providing Continuum of Care assistance developed by the Continuum of Care, including those required by the Rule;
11. Enter into subrecipient agreements requiring subrecipients to operate the project(s) in accordance with the provisions of this Act and all requirements of the Rule; and
12. To comply with such other terms and conditions as HUD may have established in the applicable Notice of Funds Availability.

HUD notifications to the Recipient shall be to the address of the Recipient as stated in the Application, unless the Recipient changes the address and key contacts in e-snaps. Recipient notifications to HUD shall be to the HUD Field Office executing the Agreement. No right, benefit, or advantage of the Recipient hereunder may be assigned without prior written approval of HUD.

The Agreement constitutes the entire agreement between the parties hereto, and may be amended only in writing executed by HUD and the Recipient.

By signing below, Recipients that are states and units of local government certify that they are following a current HUD approved CHAS (Consolidated Plan).

Recipient Name: Grays Harbor County
Grant Number: WA0415L0T011800
Tax ID Number: 91-6001320
DUNS Number: 083736009 - 0000

SCOPE OF WORK for
 FY2018 COMPETITION
 (funding 1 project in CoCs with multiple recipients)

1. The project listed on this Scope of Work is governed by the Act and Rule, as they may be amended from time to time. The project is also subject to the terms of the Notice of Funds Availability for the fiscal year competition in which the funds were awarded and to the applicable annual appropriations act.
2. HUD designations of Continuums of Care as High-performing Communities (HPCS) are published in the HUD Exchange in the appropriate Fiscal Years' CoC Program Competition Funding Availability page. Notwithstanding anything to the contrary in the Application or this Grant Agreement, Recipient may only use grant funds for HPC Homelessness Prevention Activities if the Continuum that designated the Recipient to apply for this grant was designated an HPC for the applicable fiscal year.
3. Recipient is not a Unified Funding Agency and was not the only Applicant the Continuum of Care designated to apply for and receive grant funds and is not the only Recipient for the Continuum of Care that designated it. HUD's total funding obligation for this grant is \$ 184428 for project number WA0415L0T011800. If the project is a renewal to which expansion funds have been added during this competition, the Renewal Expansion Data Report, including the Summary Budget therein, in e-snaps is incorporated herein by reference and made a part hereof. In accordance with 24 CFR 578.105(b), Recipient is prohibited from moving more than 10% from one budget line item in a project's approved budget to another without a written amendment to this Agreement. The obligation for this project shall be allocated as follows:

a. Continuum of Care planning activities	\$ 0
b. Acquisition	\$ 0
c. Rehabilitation	\$ 0
d. New construction	\$ 0
e. Leasing	\$ 0
f. Rental assistance	\$ 110592
g. Supportive services	\$ 61746
h. Operating costs	\$ 0
i. Homeless Management Information System	\$ 0
j. Administrative costs	\$ 12090
k. Relocation Costs	\$ 0

I. HPC homelessness prevention activities:

Housing relocation and stabilization services	\$ 0
Short-term and medium-term rental assistance	\$ 0

4. Performance Period in number of months: 12. The performance period for the project begins _____ and ends _____. No funds for new projects may be drawn down by Recipient until HUD has approved site control pursuant to §578.21 and §578.25 and no funds for renewal projects may be drawn down by Recipient before the end date of the project's final operating year under the grant that has been renewed.
5. If grant funds will be used for payment of indirect costs, the Recipient is authorized to insert the Recipient's and Subrecipients' federally recognized indirect cost rates on the attached Federally Recognized Indirect Cost Rates Schedule, which Schedule shall be incorporated herein and made a part of the Agreement. No indirect costs may be charged to the grant by the Recipient if their federally recognized cost rate is not listed on the Schedule. If no federally recognized indirect cost rate is listed on the Schedule for a project funded under this Agreement, no indirect costs may be charged to the project by the subrecipient carrying out that project.
6. The project has not been awarded project-based rental assistance for a term of fifteen (15) years. Additional funding is subject to the availability of annual appropriations.

This agreement is hereby executed on behalf of the parties as follows:

**UNITED STATES OF AMERICA,
Secretary of Housing and Urban Development**

By:

(Signature)

Jack Peters, Director

(Typed Name and Title)

(Date)

RECIPIENT

Grays Harbor County

(Name of Organization)

By:

(Signature of Authorized Official)

(Typed Name and Title of Authorized Official)

(Date)

Tax ID No.: 91-6001320
CoC Program Grant Number: WA0415L0T011800
Effective Date: 6/7/2019
DUNS No.: 083736009 - 0000

FEDERALLY RECOGNIZED INDIRECT COST RATE SCHEDULE

<u>Grant No.</u>	<u>Recipient Name</u>	<u>Indirect cost rate</u>	<u>Cost Base</u>
WA0415L0T011800			

EXHIBIT B STATEMENT OF WORK

The Contractor will provide **Permanent Supportive Housing for 16 individuals**. This resource will be dedicated to the most vulnerable, chronically homeless individuals in our community to provide housing and the necessary case management, service coordination, outreach, and support services to secure and maintain permanent housing stability.

The County will subcontract tenant based rental assistance and funding for staff to facilitate supportive services to Coastal Community Action Program (CCAP). CCAP will place high needs clients into permanent supportive housing and work with community organizations to deliver necessary supports identified to obtain and maintain housing. A .5 FTE CCAP staff (portion of staff time not funded through Medicaid Waiver supports) will provide:

- Housing search, landlord liaison supports, placement, and ongoing tenant advocacy
- Income and payment calculations, tenant counseling, assisting households to understand leases, securing utilities, making moving arrangements, and processing of rental and utility assistance payments.
- Case management and service coordination for clients with relevant and appropriate supportive service providers such as: Behavioral Health Resources, Sea Mar, Crisis Clinic, Catholic Community Services Adult Behavioral Health, DSHS, and others.
- Facilitation of team staffings with relevant supportive services. This will include delivery and coordination of behavioral health, medical health, employment, access to mainstream benefits, and housing stability supports to meet the needs of individuals exiting chronic homelessness, help them obtain housing stability and increase in income.

Clients will be asked to pay 30% of their income towards housing costs, which will be recorded in client files. Client contribution towards rent share shall be deducted from Contractor-paid rental expenses and documented as “Match” towards the project.

Benchmarks of success will be measured by housing stability rates, number of clients with optimal access to mainstream services, and number of clients with maintained or increased income.



U.S. Department of Housing and Urban Development
Office of Community Planning and Development

Special Attention of:

All Secretary's
Representatives

Notice: CPD-16-11**Issued: July 25, 2016****Expires:** This Notice is effective until it is
amended, superseded, or rescinded**Issued:**

All Regional Directors for
CPD

Cross Reference: 24 CFR Parts 578 and
42 U.S.C. 11381, *et seq.***Expires:**

All CPD Division Directors
Continuums of Care (CoC)
Recipients of the Continuum of Care (CoC)
Program

**Subject: Notice on Prioritizing Persons Experiencing Chronic Homelessness and Other
Vulnerable Homeless Persons in Permanent Supportive Housing****Table of Contents**

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I. Purpose

This Notice supersedes Notice CPD-14-012 and provides guidance to Continuums of Care (CoC) and recipients of Continuum of Care (CoC) Program (24 CFR part 578) funding for permanent supportive housing (PSH) regarding the order in which eligible households should be served in **all** CoC Program-funded PSH. This Notice reflects the new definition of chronically homeless as defined in CoC Program interim rule as amended by the Final Rule on Defining “Chronically Homeless” (herein referred to as the Definition of Chronically Homeless final rule) and updates the orders of priority that were established under the prior Notice. CoCs that previously adopted the orders of priority established in Notice CPD-14-012, which this Notice supersedes, and who received points for having done so in the FY2015 CoC Program Competition are encouraged to update their written standards to reflect the updates to the orders of priority as established in this Notice. CoCs that have not previously adopted the orders of priority established in Notice CPD-14-012 are also encouraged to incorporate the orders of priority included in this Notice into their written standards

A. Background

In June 2010, the Obama Administration released *Opening Doors: Federal Strategic Plan to Prevent and End Homelessness (Opening Doors)*, in which HUD and its federal partners set goals to end Veteran and chronic homelessness by 2015, and end family and youth homelessness by 2020. Although progress has been made there is still a long way to go. In 2015, the United States Interagency Council on Homelessness extended the goal timeline for achieving the goal of ending chronic homelessness nationally from 2015 to 2017. In 2015, there were still 83,170 individuals and 13,105 persons in families with children that were identified as chronically homeless in the United States. To end chronic homelessness, it is critical that CoCs ensure that limited resources awarded through the CoC Program Competition are being used in the most effective manner and that households that are most in need of assistance are being prioritized.

Since 2005, HUD has encouraged CoCs to create new PSH dedicated for use by persons experiencing chronic homelessness (herein referred to as dedicated PSH). As a result, the number of dedicated PSH beds funded through the CoC Program for persons experiencing chronic homelessness has increased from 24,760 in 2007 to 59,329 in 2015. This increase has contributed to a 30.6 percent decrease in the number of chronically homeless persons reported in the Point-in-Time Count between 2007 and 2015. Despite the overall increase in the number of dedicated PSH beds, this only represents 31.6 percent of all CoC Program-funded PSH beds.

To ensure that all PSH beds funded through the CoC Program are used as strategically and effectively as possible, PSH needs to be targeted to serve persons with the highest needs and greatest barriers towards obtaining and maintaining housing on their own—persons experiencing chronic homelessness. HUD’s experience has shown that many communities and recipients of CoC Program-funded PSH continue to serve persons on a “first-come, first-serve” basis or based on tenant selection processes that screen-in those who are most likely to succeed while screening out those with the highest level of need. These approaches to tenant

selection have not been effective in reducing chronic homelessness, despite the increase in the number of PSH beds nationally.

B. Goals of this Notice

The overarching goal of this Notice is to ensure that those individuals and families who have spent the longest time in places not meant for human habitation, in emergency shelters, or in safe havens and who have the most severe service needs within a community are prioritized for PSH. By ensuring that persons with the longest histories of homelessness and most severe service needs are prioritized for PSH, progress towards the Obama Administration's goal of ending chronic homelessness will increase. In order to guide CoCs in ensuring that all CoC Program-funded PSH beds are used most effectively, this Notice revises the orders of priority related to how persons should be selected for PSH as previously established in Notice CPD-14-012 to reflect the changes to the definition of chronically homeless as defined in the Definition of Chronically Homeless final rule. CoCs are strongly encouraged to adopt and incorporate them into the CoC's written standards and coordinated entry process.

HUD seeks to achieve two goals through this Notice:

1. Establish a recommended order of priority for dedicated and prioritized PSH which CoCs are encouraged to adopt in order to ensure that those persons with the longest histories residing in places not meant for human habitation, in emergency shelters, and in safe havens and with the most severe service needs are given first priority.
2. Establish a recommended order of priority for PSH that is not dedicated or prioritized for chronic homelessness in order to ensure that those persons who do not yet meet the definition of chronic homelessness but have the longest histories of homelessness and the most severe service needs, and are therefore the most at risk of becoming chronically homeless, are prioritized.

C. Applicability

The guidance in this Notice is provided to all CoCs and all recipients and subrecipients of CoC Program funds—the latter two groups referred to collectively as recipients of CoC Program-funded PSH. CoCs are strongly encouraged to incorporate the order of priority described in this Notice into their written standards, which CoCs are required to develop per 24 CFR 578.7(a)(9), for their CoC Program-funded PSH. Recipients of CoC Program funds are required to follow the written standards for prioritizing assistance established by the CoC (see 24 CFR 578.23(c)(10)); therefore, if the CoC adopts these recommended orders of priority for their PSH, all recipients of CoC Program-funded PSH will be required to follow them as required by their grant agreement. CoCs that adopted the orders of priority established in Notice CPD-14-012, which this Notice supersedes, and who received points for having done so in the most recent CoC Program Competition are strongly encouraged to update their written standards to reflect the updates to the orders of priority as established in this Notice. Lastly, where a CoC has chosen to not adopt HUD's recommended orders of priority into their written standards, recipients of CoC Program-funded PSH are encouraged to follow these standards for selecting participants into their programs as long as it is not inconsistent with the CoC's written standards.

D. Key Terms

1. **Housing First.** A model of housing assistance that prioritizes rapid placement and stabilization in permanent housing that does not have service participation requirements or preconditions for entry (such as sobriety or a minimum income threshold). HUD encourages all recipients of CoC Program-funded PSH to follow a Housing First approach to the maximum extent practicable.
2. **Chronically Homeless.** The definition of “chronically homeless”, as stated in Definition of Chronically Homeless final rule is:
 - (a) A “homeless individual with a disability,” as defined in section 401(9) of the McKinney-Vento Homeless Assistance Act (42 U.S.C. 11360(9)), who:
 - i. lives in a place not meant for human habitation, a safe haven, or in an emergency shelter; and
 - ii. Has been homeless and living as described in paragraph (a)(i) continuously for at least 12 months or on at least four separate occasions in the last 3 years, as long as the combined occasions equal at least 12 months and each break in homelessness separating the occasions included at least 7 consecutive nights of not living as described in paragraph (a)(i). Stays in institutional care facilities for fewer than 90 days will not constitute as a break in homelessness, but rather such stays are included in the 12-month total, as long as the individual was living or residing in a place not meant for human habitation, a safe haven, or an emergency shelter immediately before entering an institutional care facility;
 - (b) An individual who has been residing in an institutional care facility, including a jail, substance abuse or mental health treatment facility, hospital, or other similar facility, for fewer than 90 days and met all of the criteria in paragraph (a) of this definition, before entering the facility;
 - (c) A family with an adult head of household (or if there is no adult in the family, a minor head of household) who meets all of the criteria in paragraph (a) or (b) of this definition (as described in Section I.D.2.(a) of this Notice), including a family whose composition has fluctuated while the head of household has been homeless.
3. **Severity of Service Needs.** This Notice refers to persons who have been identified as having the most severe service needs.
 - (a) For the purposes of this Notice, this means an individual for whom at least one of the following is true:
 - i. History of high utilization of crisis services, which include but are not limited to, emergency rooms, jails, and psychiatric facilities; and/or

- ii. Significant health or behavioral health challenges, substance use disorders, or functional impairments which require a significant level of support in order to maintain permanent housing.
- iii. For youth and victims of domestic violence, high risk of continued trauma or high risk of harm or exposure to very dangerous living situations.
- iv. When applicable CoCs and recipients of CoC Program-funded PSH may use an alternate criteria used by Medicaid departments to identify high-need, high cost beneficiaries.

(b) Severe service needs as defined in paragraphs i.-iv. above should be identified and verified through data-driven methods such as an administrative data match or through the use of a standardized assessment tool and process and should be documented in a program participant's case file. The determination must not be based on a specific diagnosis or disability type, but only on the severity of needs of the individual. The determination cannot be made based on any factors that would result in a violation of any nondiscrimination and equal opportunity requirements, see 24 C.F.R. § 5.105(a).

II. Dedication and Prioritization of Permanent Supportive Housing Strategies to Increase Number of PSH Beds Available for Chronically Homeless Persons

A. Increase the number of CoC Program-funded PSH beds that are dedicated to persons experiencing chronic homelessness.

Dedicated PSH beds are those which are required through the project's grant agreement to only be used to house persons experiencing chronic homelessness unless there are no persons within the CoC that meet that criteria. If there are no persons within the CoC's geographic area that meet the definition of chronically homeless at a point in which a dedicated PSH bed is vacant, the recipient may then follow the order of priority for non-dedicated PSH established in this Notice, if it has been adopted into the CoC's written standards. The bed will continue to be a dedicated bed, however, so when that bed becomes vacant again it must be used to house a chronically homeless person unless there are still no persons who meet that criterion within the CoC's geographic area at that time. These PSH beds are also reported as "CH Beds" on a CoC's Housing Inventory Count (HIC).

B. Prioritize non-dedicated PSH beds for use by persons experiencing chronic homelessness.

Prioritization means implementing an admissions preference for chronically homeless persons for CoC Program-funded PSH beds. During the CoC Program competition project applicants for CoC Program-funded PSH indicate the number of non-dedicated beds that will be prioritized for use by persons experiencing chronic homelessness during the operating year of that grant, when awarded. These projects are then required to prioritize chronically homeless persons in their non-dedicated CoC Program-funded PSH beds for the applicable operating year as the project application is incorporated into the

grant agreement. All recipients of non-dedicated CoC Program-funded PSH are encouraged to change the designation of their PSH to dedicated, however, at a minimum are encouraged to prioritize the chronically homeless as beds become vacant to the maximum extent practicable, until there are no persons within the CoC's geographic area who meet that criteria. Projects located in CoCs where a sub-CoC approach to housing and service delivery has been implemented, which may also be reflected in a sub-CoC coordinated entry process, need only to prioritize assistance within their specified area. For example, if a Balance of State CoC has chosen to divide the CoC into six distinct regions for purposes of planning and housing and service delivery, each region would only be expected to prioritize assistance within its specified geographic area.¹

The number of non-dedicated beds designated as being prioritized for the chronically homeless may be increased at any time during the operating year and may occur without an amendment to the grant agreement.

III. Order of Priority in CoC Program-funded Permanent Supportive Housing

The definition of chronically homeless included in the final rule on “Defining Chronically Homeless”, which was published on December 4, 2015 and went into effect on January 15, 2016, requires an individual or head of household to have a disability and to have been living in a place not meant for human habitation, in an emergency shelter, or in a safe haven for at least 12 months either continuously or cumulatively over a period of at least 4 occasions in the last 3 years. HUD encourages all CoCs adopt into their written standards the following orders of priority for all CoC Program-funded PSH. CoCs that adopted the orders of priority established in Notice CPD-14-012, which this Notice supersedes, and who received points for having done so in the most recent CoC Program Competition are strongly encouraged to update their written standards to reflect the updates to the orders of priority as established in this Notice. Where a CoC has chosen to not incorporate HUD's recommended orders of priority into their written standards, recipients of CoC Program-funded PSH are encouraged to follow these standards for selecting participants into their programs as long as it is not inconsistent with the CoC's written standards.

As a reminder, recipients of CoC Program-funded PSH are required to prioritize otherwise eligible households in a nondiscriminatory manner. Program implementation, including any prioritization policies, must be implemented consistent with the nondiscrimination provisions of the Federal civil rights laws, including, but not limited to the Fair Housing Act, Section 504 of the Rehabilitation Act, Title VI of the Civil Rights Act, and Title II or III of the Americans with Disabilities Act, as applicable. For example, while it is acceptable to prioritize based on level of need for the type of assistance being offered, prioritizing based on specific disabilities would not be consistent with fair housing requirements or program regulations.

¹ For the State of Louisiana grant originally awarded pursuant to “Department of Housing and Urban Development—Permanent Supportive Housing” in chapter 6 of title III of the Supplemental Appropriations Act, 2008 (Public Law 110–252; 122 Stat. 2351), projects located within the geographic area of a CoC that is not the CoC through which the State is awarded the grant may prioritize assistance within that geographic area instead of within the geographic area of the CoC through which the State is awarded the grant.

A. Prioritizing Chronically Homeless Persons in CoC Program-funded Permanent Supportive Housing Beds Dedicated or Prioritized for Occupancy by Persons Experiencing Chronic Homelessness

1. CoCs are strongly encouraged to revise their written standards to include an order of priority, determined by the CoC, for CoC Program-funded PSH that is dedicated or prioritized for persons experiencing chronic homelessness that is based on the length of time in which an individual or family has resided in a place not meant for human habitation, a safe haven, or an emergency shelter and the severity of the individual's or family's service needs. Recipients of CoC Program-funded PSH that is dedicated or prioritized for persons experiencing chronic homelessness would be required to follow that order of priority when selecting participants for housing, in a manner consistent with their current grant agreement.
2. Where there are no chronically homeless individuals and families within the CoC's geographic area, CoCs and recipients of CoC Program-funded PSH are encouraged to follow the order of priority in Section III.B. of this Notice. For projects located in CoC's where a sub-CoC approach to housing and service delivery has been implemented, which may also be reflected in a sub-CoC coordinated entry process, need only to prioritize assistance within their specified sub-CoC area.²
3. Recipients of CoC Program-funded PSH should follow the order of priority above while also considering the goals and any identified target populations served by the project. For example, a CoC Program-funded PSH project that is permitted to target homeless persons with a serious mental illness should follow the order of priority under Section III.A.1. of this Notice to the extent in which persons with serious mental illness meet the criteria. In this example, if there were no persons with a serious mental illness that also met the criteria of chronically homeless within the CoC's geographic area, the recipient should follow the order of priority under Section III.B for persons with a serious mental illness.
4. Recipients must exercise due diligence when conducting outreach and assessment to ensure that chronically homeless individuals and families are prioritized for assistance based on their total length of time homeless and/or the severity of their needs. HUD recognizes that some persons—particularly those living on the streets or in places not meant for human habitation—might require significant engagement and contacts prior to their entering housing and recipients of CoC Program-funded PSH are not required to allow units to remain vacant indefinitely while waiting for an identified chronically homeless person to accept an offer of PSH. CoC Program-funded PSH providers are encouraged to follow a Housing First approach to the maximum extent practicable. Therefore, a person experiencing chronic homelessness should not be forced to refuse an offer of PSH if they do not want to participate in the project's services, nor should a PSH

² For the State of Louisiana grant originally awarded pursuant to "Department of Housing and Urban Development—Permanent Supportive Housing" in chapter 6 of title III of the Supplemental Appropriations Act, 2008 (Public Law 110–252; 122 Stat. 2351), projects located within the geographic area of a CoC that is not the CoC through which the State is awarded the grant may prioritize assistance within that geographic area instead of within the geographic area of the CoC through which the State is awarded the grant.

project have eligibility criteria or preconditions to entry that systematically exclude those with severe service needs. Street outreach providers should continue to make attempts to engage those persons that have been resistant to accepting an offer of PSH and where the CoC has adopted these orders of priority into their written standards, these chronically homeless persons must continue to be prioritized for PSH until they are housed.

B. Prioritizing Chronically Homeless Persons in CoC Program-funded Permanent Supportive Housing Beds Not Dedicated or Not Prioritized for Occupancy by Persons Experiencing Chronic Homelessness

1. CoCs are strongly encouraged to revise their written standards to include the following order of priority for non-dedicated and non-prioritized PSH beds. If adopted into the CoCs written standards, recipients of CoC Program-funded PSH that is not dedicated or prioritized for the chronically homeless would be required to follow this order of priority when selecting participants for housing, in a manner consistent with their current grant agreement.

(a) First Priority—Homeless Individuals and Families with a Disability with Long Periods of Episodic Homelessness and Severe Service Needs

An individual or family that is eligible for CoC Program-funded PSH who has experienced fewer than four occasions where they have been living or residing in a place not meant for human habitation, a safe haven, or in an emergency shelter but where the cumulative time homeless is at least 12 months **and** has been identified as having severe service needs.

(b) Second Priority—Homeless Individuals and Families with a Disability with Severe Service Needs.

An individual or family that is eligible for CoC Program-funded PSH who is residing in a place not meant for human habitation, a safe haven, or in an emergency shelter and has been identified as having severe service needs. The length of time in which households have been homeless should also be considered when prioritizing households that meet this order of priority, but there is not a minimum length of time required.

(c) Third Priority—Homeless Individuals and Families with a Disability Coming from Places Not Meant for Human Habitation, Safe Haven, or Emergency Shelter Without Severe Service Needs.

An individual or family that is eligible for CoC Program-funded PSH who is residing in a place not meant for human habitation, a safe haven, or an emergency shelter where the individual or family has not been identified as having severe service needs. The length of time in which households have been homeless should be considered when prioritizing households that meet this order of priority, but there is not a minimum length of time required.

(d) Fourth Priority—Homeless Individuals and Families with a Disability Coming from Transitional Housing.

An individual or family that is eligible for CoC Program-funded PSH who is currently residing in a transitional housing project, where prior to residing in the transitional housing had lived in a place not meant for human habitation, in an emergency shelter, or safe haven. This priority also includes individuals and families residing in transitional housing who were fleeing or attempting to flee domestic violence, dating violence, sexual assault, or stalking and prior to residing in that transitional housing project even if they did not live in a place not meant for human habitation, an emergency shelter, or a safe haven prior to entry in the transitional housing.

2. Recipients of CoC Program-funded PSH should follow the order of priority above, as adopted by the CoC, while also considering the goals and any identified target populations served by the project. For example, non-dedicated or non-prioritized CoC Program-funded PSH that is permitted to target youth experiencing homelessness should follow the order of priority under Section III.B.1. of this Notice, as adopted by the CoC, to the extent in which youth meet the stated criteria.
3. Recipients must exercise due diligence when conducting outreach and assessment to ensure that persons are prioritized for assistance based on their length of time homeless and the severity of their needs following the order of priority described in this Notice, and as adopted by the CoC. HUD recognizes that some persons—particularly those living on the streets or in places not meant for human habitation—might require significant engagement and contacts prior to their entering housing and recipients are not required to keep units vacant indefinitely while waiting for an identified eligible individual or family to accept an offer of PSH (see [FAQ 1895](#)). Recipients of CoC Program-funded PSH are encouraged to follow a Housing First approach to the maximum extent practicable. Street outreach providers should continue to make attempts to engage those persons that have been resistant to accepting an offer of PSH and where the CoC has adopted these orders of priority into their written standards, these individuals and families must continue to be prioritized until they are housed.

IV. Using Coordinated Entry and a Standardized Assessment Process to Determine Eligibility and Establish a Prioritized Waiting List

A. Coordinated Entry Requirement

Provisions at 24 CFR 578.7(a)(8) requires that each CoC, in consultation with recipients of Emergency Solutions Grants (ESG) program funds within the CoC's geographic area, establish and operate either a centralized or coordinated assessment system (referred to in this Notice as coordinated entry or coordinated entry process) that provides an initial, comprehensive assessment of the needs of individuals and families for housing and services. CoCs that adopt the order of priority in Section III of this Notice into the CoC's written standards are strongly encouraged to use a coordinated entry process to ensure that there is a single prioritized list for all CoC Program-funded PSH within the CoC. The [Coordinated Entry Policy Brief](#), provides recommended criteria for a quality coordinated entry process and standardized assessment tool and process. Under no circumstances shall the order of priority be based upon diagnosis or disability type,

but instead on the length of time an individual or family has been experiencing homelessness and the severity of needs of an individual or family.

B. Written Standards for Creation of a Single Prioritized List for PSH

CoCs are also encouraged to include in their policies and procedures governing their coordinated entry system a requirement that all CoC Program-funded PSH accept referrals only through a single prioritized list that is created through the CoCs coordinated entry process, which should also be informed by the CoCs street outreach. Adopting this into the CoC's policies and procedures for coordinated entry would further ensure that CoC Program-funded PSH is being used most effectively, which is one of the goals in this Notice. The single prioritized list should be updated frequently to reflect the most up-to-date and real-time data as possible.

C. Standardized Assessment Tool Requirement

CoCs must utilize a standardized assessment tool, in accordance with 24 CFR 578.3, or process. The [Coordinated Entry Policy Brief](#), provides recommended criteria for a quality coordinated entry process and standardized assessment tool.

D. Nondiscrimination Requirements

CoCs and recipients of CoC Program-funded PSH must continue to comply with the nondiscrimination provisions of Federal civil rights laws, including, but not limited to, the Fair Housing Act, Section 504 of the Rehabilitation Act, Title VI of the Civil Rights Act, and Titles II or III of the Americans with Disabilities Act, as applicable. See 24 C.F.R. § 5.105(a).

V. Recordkeeping Recommendations for CoCs that have Adopted the Orders of Priority in this Notice

24 CFR 578.103(a)(4) outlines documentation requirements for all recipients of dedicated and non-dedicated CoC Program-funded PSH associated with determining whether or not an individual or family is chronically homeless for the purposes of eligibility. In addition to those requirements, HUD expects that where CoCs have adopted the orders of priority in Section III. of this Notice into their written standards. The CoC, as well as recipients of CoC Program-funded PSH, will maintain evidence of implementing these priorities. Evidence of following these orders of priority may be demonstrated by:

- A. Evidence of Severe Service Needs.** Evidence of severe service needs is that by which the recipient is able to determine the severity of needs as defined in Section I.D.3. of this Notice using data-driven methods such as an administrative data match or through the use of a standardized assessment. The documentation should include any information pertinent to how the determination was made, such as notes associated with case-conferencing decisions.
- B. Evidence that the Recipient is Following the CoC's Written Standards for Prioritizing Assistance.** Recipients must follow the CoC's written standards for prioritizing assistance, as adopted by the CoC. In accordance with the CoC's adoption of

written standards for prioritizing assistance, recipients must in turn document that the CoC's revised written standards have been incorporated into the recipient's intake procedures and that the recipient is following its intake procedures when accepting new program participants into the project.

C. Evidence that there are no Households Meeting Higher Order of Priority within CoC's Geographic Area.

- (a) When dedicated and prioritized PSH is used to serve non-chronically homeless households, the recipient of CoC Program-funded PSH should document how it was determined that there were no chronically homeless households identified for assistance within the CoC's geographic area – or for those CoCs that implement a sub-CoC³ planning and housing and service delivery approach, the smaller defined geographic area within the CoC's geographic area – at the point in which a vacancy became available. This documentation should include evidence of the outreach efforts that had been undertaken to locate eligible chronically homeless households within the defined geographic area and, where chronically homeless households have been identified but have not yet accepted assistance, the documentation should specify the number of persons that are chronically homeless that meet this condition and the attempts that have been made to engage the individual or family. Where a CoC is using a single prioritized list, the recipient of PSH may refer to that list as evidence.
- (b) When non-dedicated and non-prioritized PSH is used to serve an eligible individual or family that meets a lower order of priority, the recipient of CoC Program-funded PSH should document how the determination was made that there were no eligible individuals or families within the CoC's geographic area - or for those CoCs that implement a sub-CoC planning and housing and service delivery approach, the smaller defined geographic area within the CoC's geographic area - that met a higher priority. Where a CoC is using a single prioritized list, the recipient of PSH may refer to that list as evidence that there were no households identified within the CoC's geographic area that meet a higher order of priority.

VI. Questions Regarding this Notice

Questions regarding this notice should be submitted to HUD Exchange Ask A Question (AAQ) Portal at: <https://www.hudexchange.info/get-assistance/my-question/>.

³ For the State of Louisiana grant originally awarded pursuant to “Department of Housing and Urban Development—Permanent Supportive Housing” in chapter 6 of title III of the Supplemental Appropriations Act, 2008 (Public Law 110–252; 122 Stat. 2351), projects located within the geographic area of a CoC that is not the CoC through which the State is awarded the grant may prioritize assistance within that geographic area instead of within the geographic area of the CoC through which the State is awarded the grant.

EXHIBIT D: Billing Invoice
Grantee Name:
Report Month/Year:

	Total
Administration	
Rental Assistance	
McKinney Supportive Services	
<i>Damage Deposits</i>	
<i>Case Management</i>	
<i>Utility Deposits</i>	
<i>Assistance with Moving (Furniture, supplies, etc.)</i>	
INVOICE TOTAL	\$ -

HUD Match

Month:

Year:

Prepared by:

Date	Description	Justification	Value
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -

EXHIBIT F: BUDGET

ESTIMATED 12 MONTH BUDGET

PROJECT: Grays Harbor Permanent Supportive Housing Project

Proposed Activities	Dollars Grant Request
1. Leased Units	
2. Leased Structures	
3. Long-Term Rental Assistance	\$110,592
4. Housing Operations (not for Rental Assistance)	
5. Supportive Services	\$61,746
(Subtotal lines 1 through 5)	\$172,722
6. Administrative Costs	\$6,045
7. Total Budget	\$178,383

Eligible Operations Costs	
Eligible Item	Grant Request
Maintenance and Repair	
Property Taxes and Insurance	
Replacement Reserve	
Building Security	
Electricity, Gas & Water	
Furniture	
Equipment (lease or buy)	
Total	

Eligible Supportive Services	
Eligible Item	Grant Request
Assistance with Moving Costs	\$8,000
Case Management	\$33,250

Housing Search/Counseling Services	
Damage Deposits	\$18,432
Life Skills	
Outreach Services	
Transportation	
Utility Deposits	\$2,000
Total	\$61,746

Grant Request Budget:

- Rental Assistance: **\$110,592**
 - \$110,592 (2018 FMR \$576 one bedroom x 12 months x 16 clients)
- Supportive Services: \$ 43,250
 - Case Management - \$33,250.
 - Housing search and placement. Includes services or activities designed to assist households in locating, obtaining, and retaining suitable housing. Services or activities may include: tenant counseling, assisting households to understand leases, securing utilities, making moving arrangements, representative payee services concerning rent and utilities, and mediation and outreach to property owners related to locating or retaining housing.
 - Furniture/Household Items: \$8,000
 - Security Deposits: \$18,432 (\$1156 deposit (\$576 x 2) per client x 16 clients)
 - Landlord liaison advocacy and Department of Commerce Landlord mitigation funds will be used whenever possible in lieu of or to reduce double damage deposits

EXHIBIT G - Billing/Invoice Checklist

Coastal Community Action Program monthly invoice review process: CHECKLIST

To confirm that all expenditures included in the request for reimbursement meet the above criteria, the County engages in the review process outlined in "CCAP Invoice Review Process" following receipt of the billing invoice and related documentation.

Below is a checklist of documents that will expedite the review and authorization process if submitted with monthly invoice and verified by CCAP.

- ☐ EXHIBIT G: Billing Invoice
- ☐ General Ledger reports for all line items where funding is requested
- ☐ Billing Detail Report that breaks out specific client expenses for each line item where funding is requested (ex: list of client names/HMIS ID number and amount of rental assistance or other support paid by CCAP where reimbursement is requested). The following line items will require this detailed backup:
 - Rental Assistance
 - Damage Deposits

Exhibit H: Program Slot Template
Month submitted: (Example May 2018)

		Estimated Program "Slots" (per month)	Formula	"Slots" filled in previous month	Difference	Notes (why more or less slots are filled)
McKinney Vento	\$110,592	16	\$576 FMR 1 BR x 16 clients		-16	
Total	#####	16				

Cost per year/slot	\$	6,912.00
Cost per month/slot	\$	576.00
Fair Market Rent 1 bedroom	\$	576.00

SERVICE CONTRACT

THIS SERVICE CONTRACT (as may be further amended from time to time, the “Contract”) is made effective as of ____ day of _____, 2019 by and between Grays Harbor County through the Department of Public Health and Social Services, a political subdivision of the State of Washington, and Coastal Community Action Program (the Provider). The County and Provider are hereinafter referred to as the parties and each a party.

WHEREAS, the Grays Harbor County and Coastal Community Action Program desire to enter into an agreement to provide permanent supportive housing in accordance with the provisions set forth in the agreement below AND

WHEREAS, funding for these services is provided through the Housing and Urban Development (HUD) McKinney Vento Continuum of Care Grant AND

WHEREAS, this agreement is governed by Title IV of the McKinney-Vento Homeless Assistance Act 42 U.S.C. 11301 et seq. (the “Act”) and the Continuum of Care Program Rule (the “Rule”) AND

WHEREAS, all services provided under this contract must be in full compliance with EXHIBIT A – Continuum of Care Program Grant Contract and EXHIBIT B- Statement of Work AND

WHEREAS, certain services are provided for in the EXHIBITS A – H, attached hereto and made a part hereof.

NOW, THEREFORE, in consideration of the terms, conditions, covenants and performance contained herein, the parties hereto agree as follows:

1. SERVICES

- A. Provider shall provide the following service: Permanent Supportive Housing for Chronically Homeless Individuals
- B. Provider shall deliver services in a way that supports meeting the system performance benchmarks outlined below. The Provider and the County will review performance measures at least quarterly at quality assurance meetings.

PERFORMANCE MEASURES

Performance Measure	Performance Benchmark
Percentage of persons remaining in permanent housing as of the end of the operating year or exiting to permanent housing (subsidized or unsubsidized)	At least 85%

Performance Measure	Performance Benchmark
Percentage of persons 18 or older who maintained or increased their total income	At least 80%
Percentage of persons with optimal access to mainstream benefits	At least 80%

The Provider shall attend and participate in monthly quality assurance meetings with the County and assist in developing agenda items and file review process as needed.

C. The Provider shall ensure a representative with policy level responsibility participates in the Housing Stakeholder Coalition, Housing Executive Team, USDA Grant and Coordinated Entry work group meetings.

D. Provider agrees to maintain books, records, documents and accounting procedures, and practices which accurately reflect the use of the funds provided under this Contract. Provider shall retain all books, records, documents, and other material relevant to this Contract for six (6) years after its expiration. Provider agrees that County or its designee shall have full access and right to examine any of said materials at all reasonable times during said period.

2. COUNTY OBLIGATION

In exchange for the services the provider shall provide, the County will compensate the Provider, as outlined in Section 5 below.

3. DURATION OF CONTRACT / TERMINATION:

The term of this contract shall begin July 1, 2019 and upon signing by all parties, and shall end no later than June 30, 2020. Either party may terminate this contract for any reason with thirty (30) days written notice to the other party.

4. MODIFICATION OF CONTRACT:

The contract may be modified by mutual written agreement of the parties.

5. COMPENSATION AND PAYMENT METHOD:

A. The County will compensate the Provider for services rendered, according to the following schedule and terms and for a maximum of \$178,383.

B. Provider shall use the funds for the activities described in EXHIBIT A and C

C. Monthly invoices must follow the template EXHIBIT D – Billing Invoice Template verifying that the work in EXHIBIT A and C was performed.

D. The Provider shall provide monthly invoices to the County no later than the 15th day of the month for services rendered the previous month. The County shall remit payment to the Provider within thirty (30) days following receipt of the monthly invoice.

E. Housing resources are awarded on a 12 month basis for the period July 1, 2019 through June 30, 2020. Provider shall manage funds to ensure services are prioritized through Coordinated Entry to serve the most vulnerable based on the Assessment Tool and CPD-16-11 (EXHIBIT C) and are available during the entire duration of the Contract.

F. A total of \$110,592 is dedicated to rental assistance; \$61,746 to supportive services and \$6,045 is dedicated to Administration. The total agreement combining all funds shall not exceed \$178,383, as outlined in EXHIBIT F Budget. The Provider shall bill the County on a monthly basis (see Section 5: Billing Limitation). Monthly invoices shall be in a format approved by the County.

6. PROVIDER AS INDEPENDENT PROVIDER:

The parties agree that the Provider is an independent provider, and is neither an employee nor agent of Grays Harbor County. As such, the Provider shall not be entitled to any status, benefits, privileges or entitlements as a county employee. All payments made hereunder and all services performed shall be made and performed pursuant to this Contract by the Provider as an independent provider.

7. USE OF FUNDS:

Provider shall use funds for the activities described in EXHIBIT A and C, agreeing that service providers will be on-station performing as described.

8. NON-DISCRIMINATION IN CLIENT SERVICES

The Provider shall not, on grounds of race, color, sex, sexual orientation, religion, national origin, creed, marital status, age, Vietnam era or disabled veteran status, or the presence of any sensory, mental, or physical disability deny an individual any services or other benefits provided under this Contract.

9. HOLD HARMLESS AND INDEMNIFICATION

A. To the fullest extent permitted by law, the Provider agrees to indemnify, pay costs to 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 act or omission, negligent or otherwise, of the Provider, its employees, agents or volunteers or Provider's sub Providers 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 the Provider's or its sub Providers' use of, presence upon or proximity to the property of the County. This indemnification obligation of the Provider 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 the Provider shall not be limited in any way by the Washington State Industrial Insurance Act, RCW Title 51, or by application of any other workmen's compensation act, disability benefit act or other employee benefit act, and the Provider hereby expressly waives any immunity afforded by such acts.

B. 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 Provider's indemnity obligations under this Contract. The Provider agrees all Providers' indemnity obligations shall survive the completion, expiration or termination of this Contract.

10. COMPLIANCE WITH LAWS.

A. Provider, in performance of this Contract, agrees to comply with all applicable Federal, State, and local laws or ordinances, including federal and state nondiscrimination statutes and regulations as now or hereafter amended including, but not limited to:

Washington State Laws and Regulations

- a. Affirmative Action, RCW 41.06.020 (11)
- b. Boards of directors or officers of non-profit corporations – Liability – Limitations, RCW 4.24.264
- c. Disclosure – campaign finances-lobbying, Chapter 42.17 RCW
- d. Discrimination – human rights commission, Chapter 49.60 RCW
- e. Ethics in public service, Chapter 42.52 RCW

- f. Office of minority and women's business enterprises, Chapter 39.19 RCW and Chapter 326-02 WAC
- g. Open public meetings act, Chapter 42.30 RCW
- h. Public Records Act, Chapter 42.56 RCW
- i. State budgeting, accounting, and reporting system, Chapter 43.88 RCW

Federal Laws and Regulations

- a. Title IV of the McKinney Vento Homeless Assistance Act 42 U.S.C. 11301 et seq. (the "Act") and the Continuum of Care Program Rule (the "Rule")
- b. Federal Hatch Act, 5 USC 1501-1508

B. The Provider assumes full responsibility for the payment of all assessments, payroll taxes, or contributions, whether State or Federal, as to the Provider and all of Provider's employees, if any, engaged in the performance of work under this agreement. The Provider shall furnish to the County, on its request, a certificate or other evidence of compliance with all State or Federal laws concerning contributions, taxes, and payroll assessments. In addition, the Provider agrees to pay any and all taxes or assessments of whatever nature or kind levied or assessed as a consequence of the work performed or on the compensation to be paid under this contract.

C. The Provider shall comply with all applicable laws, ordinances, codes, regulations, and policies of local and state and federal governments,

11. INSURANCE

A. General Liability Insurance, using a standard ISO CG 00 01 occurrence form, including premises, operations, products and completed operations, contractual liability with limits not less than \$1,000,000 per occurrence, \$2,000,000 General "Aggregate and \$2,000,000 Products-Completed Operations Aggregate for bodily injury, personal injury and property damage. The County, its Board, officers, agents and employees shall be included as Additional Insureds either by specific endorsement naming these parties or a blanket additional insured endorsement applicable "when required by written contact or agreement".

B. Professional Liability (errors & omissions) Insurance. The Provider shall maintain professional liability or professional errors and omissions coverage 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 agreement and Provider agrees to maintain continuous coverage through a period no less than three years after completion of the services required by this agreement.

C. Workers' Compensation and Employer Liability. The Provider shall maintain workers' compensation insurance as required by Title 51, Revised Code of Washington, and will provide evidence of coverage to the Grays Harbor County Risk Management Division.

D. Automobile Liability. The Provider shall maintain automobile liability insurance at least as broad as Insurance Services Office form CA 00 01 covering bodily injury and property damage for all activities of the Provider arising out of or in connection with Work to be performed under this Contract, 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.

12. HOMELESS MANAGEMENT INFORMATION SYSTEM (HMIS):

The Provider shall use the Homeless Management Information System (HMIS) to collect and report data in accordance with the Provider Partner HMIS Contract.

The Provider shall maintain security and confidentiality of HMIS information and is responsible for the action of its users and for the training and supervision. The Provider shall comply with all data and security requirements and requires:

- The Provider shall enter a record in HMIS for every client served with funds associated with this Contract.
- The Provider shall regularly update and correct HMIS data submitted for the provision of effective client services and community planning purposes.
- The Provider shall report client discharge data in HMIS prior to the next billing period following a client's discharge from service.
- The Provider shall participate in HMIS training as needed and/or as requested by the County.
- The Provider shall notify the County and the Department of Commerce when data has been or may be compromised within one (1) business day of discovery.
- All data security provisions implemented by the Provider shall meet the Department of Commerce CHG Guidelines.

13. POLICIES AND PROCEDURES

The Provider shall demonstrate written policies and procedures that outline service delivery that cover the following areas and submitted to and approved by the County within sixty (60) days of

executed contract:

- Prioritization of services
- Connection to appropriate community-based support services
- Data entry and analysis
- Tracking and evaluating performance measures
- Grievance Procedure for individuals not offered services
- Termination or Denial of Service Policy
- Habitability Complaint Procedure
- Rent Limit Policy
- Determining Rent and Utility Subsidy Procedure
- Response to requests for information
- Rental assistance to family members/friends

9. REPORTING REQUIREMENTS.

Monthly (with invoice):

Provider will submit completed Billing/Invoice checklist (EXHIBIT G). Provider will submit monthly client roster of enrolled and active clients in each program funded through this contract via “Program Slot template” (EXHIBIT H).

The Provider will participate in monthly file reviews with the County to ensure compliance with contract terms.

Quarterly:

The Provider shall track and report required match (in-kind and cash) to the County as outlined in EXHIBIT E Match Requirements. Match and all backup documentation shall be reported to the County at least quarterly. The County will review Quarterly Performance Measures with the Provider and design work plan to address any challenges identified.

The Provider shall cooperate with, and freely participate in, any monitoring or evaluation activities conducted by the County or its funders that are pertinent to the Intent of this Contract. The County and its funders shall have full access to and the right to examine, during normal business hours and as often as is necessary, all of the Provider's records with respect to all matters covered in this Contract. Such representatives shall be permitted to audit, examine, and make excerpts or transcripts from such records and to make audits of all contracts invoices, materials, payroll, and records of matters covered by this Contract. Such rights extend for six years from the date final payment is made hereunder.

IN WITNESS WHEREOF the parties hereto have caused this Contract to be executed this ____ day of _____, 2019.

PROVIDER:

BOARD OF COMMISSIONERS

Of Grays Harbor County :

Randy Ross, Chair, Commissioner

Wes Cormier, Commissioner

CLERK OF THE BOARD:

Jenna Amsbury

Vicki Raines, Commissioner

APPROVED AS TO FORM:

Deputy Prosecuting Attorney

EXHIBITS: Referenced and incorporated into Contract:

EXHIBIT A Continuum of Care Program Grant Contract

EXHIBIT B Statement of Work

EXHIBIT C CPD-16-11

EXHIBIT D Billing Invoice Template

EXHIBIT E Match Requirements

EXHIBIT F Budget

EXHIBIT G Billing/Invoice checklist

EXHIBIT H Program Slot Template



**GRAYS HARBOR COUNTY
BOARD OF COUNTY COMMISSIONERS
AGENDA COVER SHEET**

MEETING DATE
6/18/2019 1:00:00 PM

DEPARTMENT: Facilities, Utilities, Solid Waste
DIVISION: <i>(if applicable)</i>
SUBMITTER: Maggie McDougall for Mark Cox
AGENDA ITEM TITLE: Request to Execute Contract - Juvenile Landscape Services
EXPLANATION OF REQUEST: <i>(include dates, important information and summary)</i> The Department prepared and posted a bid in regards to landscape services at the Juvenile Detention Facility in March of 2019. The project was awarded to Premium Landscape Services in April. The Department requests the Board to execute the attached contract. The contracted work is to include the clean-up of current garden beds, transitioning in river rock, and creating a gravel pathway around the outside fence.
FISCAL IMPACT/FUNDING SOURCE: This project will be funded by the Juvenile's 2019 budget, fund 001.000.026
RECOMMENDED ACTION: The Department recommends the Board execute the Small Works Contract with Premium Landscape Services.

[BELOW TO BE COMPLETED BY CLERK OF BOARD]

BOCC ACTION:

	APPROVED
	DENIED
	TABLED/DEFERRED/NO ACTION TAKEN
	CONTINUED TO DATE: ____/____/____ TIME: _____
	OTHER _____

Contract Number: PS-19-00008

**GRAYS HARBOR COUNTY PUBLIC WORKS
SMALL WORKS CONTRACT
PUBLIC IMPROVEMENTS OR
MAINTENANCE
(For contracts less than \$300,000)**

Scope of Work: The terms, conditions and requirements of this Small Works Contract shall be incorporated into any project a Contractor performs under the Small Work Roster or a Bid Solicitation. When or If Grays Harbor County, herein after referred to as "GHC", decides to award a contract to a listed Contractor through the Small Works Roster or Bid Solicitation, it shall prepare a Request for Quotation or a purchase order which shall describe in detail the improvement or maintenance to be performed. Refer to Exhibit "A" for Scope of Work. The Contractor will not begin work until a signed and dated purchase order or Notice to proceed has been received from a GHC Authorized Representative.

Contractor's Obligation: The Contractor agrees that for each public improvement and/or building maintenance project that is awarded, it will furnish all materials, labor, tools, machinery, and implements of every description necessary for completing such work. All work shall be done in accordance with the Contract Documents and in accordance with all state, federal and local laws and regulations. The Contractor agrees to do the work and furnish the materials in a most substantial and workmanlike manner according to the Contract Documents and within the time limits stated in the Contract Documents. Unless otherwise specified in the Contract Documents, all projects with GHC shall be governed by the current year's Standard Specifications for Road, Bridge and Municipal Construction as published by the Washington State Department of Transportation. Pursuant to RCW 39.06.020, the contractor who is awarded the contract must verify responsibility criteria in accordance with RCW 39.04.350 and for each first tier subcontractor and a subcontractor of any tier that hires other subcontractors must verify responsibility criteria for each of its subcontractors. Verification shall include that each subcontractor, at the time of subcontract execution, meets the responsibility listed in RCW 39.06.020 and if required by chapter 19.28 RCW, or an elevator contractor license, if required by chapter 70.87 RCW. This verification requirement, as well as the responsibility criteria, must be included in the project contract and in each subcontract of every tier.

GHC Obligation: In consideration of the promises and agreements of the Contractor as set forth herein, and in consideration of the faithful performance and furnishing of the work and materials required by this Contract to the satisfaction of GHC, GHC agrees to pay the Contractor in the manner and in the times provided in the Contract Documents and in accordance with the policies of GHC and the laws of the State of Washington. The amount finally to be paid is, however, variable upon the amount of work done and/or materials furnished pursuant to unit prices, if any, fixed in the Contractor's Proposal or as modified by any or all approved change orders.

Permits: The Contractor agrees to make all necessary arrangements and to obtain all necessary permits to do the work required and covered by this Contract from the United States and any of its subdivisions or agencies and the State of Washington and any of its subdivisions or agencies and any municipalities.

Insurance: The Contractor agrees to the following requirements relating to insurance coverage and shall provide appropriate insurance certificates and endorsements to GHC. Said certificate must be provided on a standard "ACORD" form, or its equivalent, and must provide that coverage shall not be canceled or modified without 45 days prior written notice to GHC in accordance with RCW 48.18.290. Written notice shall include the affected contract reference number. In the event project specific insurance requirements apply, GHC will request proof of coverage prior to issuance of Notice to Proceed. In addition, all policies shall be issued by an insurance company licensed to do business in the State of Washington and has a rating of A- Class VII or better. Any exception must be reviewed and approved by the Risk Manager of Grays Harbor County by submitting a copy of the contract and evidence of insurance before contract commencement. Minimum required insurance coverage is as follows:

- A policy of Commercial General Liability Insurance, including:
 - \$1,000,000 Each Occurrence
 - \$2,000,000 General Aggregate
 - \$1,000,000 Products & Completed Operations Aggregate
 - \$1,000,000 Personal & Advertising Injury, each offense
- Washington Stop Gap (this must be indicated on the certificate)/Employers' Liability:
 - \$1,000,000 Each Accident
 - \$1,000,000 Disease – Policy Limit
 - \$1,000,000 Disease – Each Employee
- Auto Liability Coverage:
 - \$1,000,000 Combined Single Limit
- GHC named as an Additional Insured including applicable endorsements (this must be indicated on the certificate).
- Waiver of any rights of subrogation including applicable endorsements

Contract Number: PS-19-00008

- GHC shall be named as Certificate Holder.

Worker's Compensation: The Contractor shall comply with the State of Washington, Department of Labor and Industries Industrial Insurance program, Title 51 RCW, for all of its employees who are required to be so covered by the laws of the State of Washington and in case any work is subcontracted, the Contractor shall require the subcontractor to provide worker's compensation insurance for all of its employees unless or to the extent that such employees are covered by the protection provided by the Contractor.

OSHA and WISHA requirements: Contractor agrees to comply with conditions of the federal Occupational Safety and Health Administration (OSHA) and, if products are manufactured or stored in the State of Washington, the Washington Industrial Safety and Health Act (WISHA) and the standards and regulations issued thereunder, and certifies that all items furnished and purchased will conform to and comply with said laws, standards and regulations. Contractor further agrees to indemnify and hold harmless GHC from all damages assessed as a result of contractor's failure to comply with those laws, standards and regulations, and for the failure of the items furnished under the contract to so comply.

Employment Security: The Contractor shall comply with all employment security laws of the State of Washington, and shall timely make all required payments in connection therewith.

Contractor's Bond: GHC may at its discretion require a performance and payment bond. The Contractor agrees that before it undertakes performance of the Contract, it will file with GHC a Performance and Payment Bond in the full amount of the Contract price, executed by itself as a principal and one or more surety companies authorized to do business in the State of Washington as surety when requested by a GHC authorized representative. The bond shall be supplied on a GHC approved form.

Payment of Suppliers: The Contractor agrees to pay in a timely manner all suppliers of labor, materials, and equipment utilized in operations under the Contract.

Hours of Work: The Contractor agrees that all persons employed by it and by any of its subcontractors in work done pursuant to this Contract shall not be employed in excess of eight hours in any one day, except as in accordance with Chapter 49.28 RCW.

Payment of Labor: The Contractor agrees that all laborers, workers, or mechanics employed by it or by any subcontractor in the work of this Contract will be paid not less than the prevailing rate of wage for an hour's work in accordance with the provisions of Chapter 39.12 RCW and all such rules and regulations as may be promulgated thereto by the Washington Department of Labor and Industries.

In case any dispute arises as to what the prevailing rate of wage for work of a similar nature are and such dispute cannot be adjusted by the parties involved, the matter shall be referred to the Director of the Department of Labor and Industries of the State of Washington for arbitration and the director's decision therein shall be final and conclusive and binding on all parties involved in the dispute.

The Contractor and its subcontractors may be required to submit weekly/bi-weekly Certified Payrolls to GHC upon request. The Contractor and its subcontractors are required to keep Certified Payrolls on file for a minimum of three (3) years after project completion. See WAC 296-126-050(1)

Effective Date for Rates is March 29, 2019 for Landscape Construction found at: <https://fortress.wa.gov/nli/wagelookup/prvWagelookup.aspx>. The effective rates are also available on file at the Grays Harbor County Public Services Office located at 100 W Broadway, Ste 31 Montesano, WA 98563.

Payment: Invoices will be paid thirty (30) days after GHC receipt and acceptance of the materials or work, provided that all required forms have been submitted. Payment periods will be computed from the acceptance of all work, or the date of receipt of a correct invoice, whichever date is later. This section is not intended to restrict partial payments that are specified in the Purchase Order. No payment shall be due prior to GHC receipt and acceptance of the items identified in the invoice thereof.

Notwithstanding the provisions above, GHC reserves the right to refuse payment, in whole or in part, until such time as GHC is satisfied that the Contractor and its subcontractors have satisfied all claims and requirements of the Washington State Department of Revenue, Washington State Department of Labor and Industries and Washington State Department of Employment Security, as well as all claims of suppliers of labor, materials, or equipment.

For projects in excess of \$35,000 there will be reserved and retained from monies earned by the Contractor on estimates during the progress of the improvements of work, a sum equal to 5 percent of all such estimates. Said retained amount shall be held in trust in accordance with the Specifications and RCW Ch. 60.28. Every person performing labor or furnishing supplies toward the completion of said improvement of work shall have a lien upon said monies so reserved. Payment of the retained percentage shall be withheld for a period of 45 days following the final completion and acceptance of all Contract work by GHC, and shall be paid the Contractor at the expiration of 60 days per RCW 39.12, subject to any claims filed in accordance with law and receipt of the submission of all required payrolls and affidavits, and releases or certificates have been obtained from the Washington State Department of Labor & Industries, Washington State Department of Employment Security and from the Washington State Department of Revenue.

Contract Number: PS-19-00008

Indemnification: To the fullest extent permitted by law, the Contractor agrees to indemnify, defend and hold GHC 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 act or omission, negligent or otherwise, of the Contractor, its employees, agents or volunteers or Contractor'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 Agreement; or 3) are based upon the Contractor's or its subcontractors use of, presence upon or proximity to the property of GHC. This indemnification obligation of the provider shall not apply in the limited circumstance where the claim, damage, loss or expense is caused by the sole negligence of GHC. In the event of the concurrent negligence of the Contractor, its subcontractors, employees or agents, and GHC, its employees or agents, this indemnification obligation of the Contractor shall be valid and enforceable only to the extent of the negligence of the Contractor, its subcontractors, employees and agents. This indemnification obligation of the Contractor shall not be limited in any way by the Washington State Industrial Insurance Act, RCW Title 51, or by application of any other workmen's compensation act, disability benefit act or any employee benefit act, and the Contractor hereby expressly waives any immunity afforded by such acts. The foregoing indemnification obligations of the Contractor are a material inducement to GHC to enter into this Agreement, are reflected in the Contractor's compensation, and have been mutually negotiated by the parties.

Contractor's Initials acknowledging indemnity terms: SKH

1. **Participation by GHC -- No Waiver.** GHC 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 Contractor's Indemnity obligations under this Agreement.
2. **Survival of Contractor's Indemnity Obligations.** The Contractor agrees all Contractors' Indemnity obligations shall survive the completion, expiration or termination of this Agreement.
3. **Indemnity by Subcontractors.** In the event the Contractor enters into subcontracts to the extent allowed under this Agreement, the Contractor's subcontractors shall indemnify GHC on a basis equal to or exceeding Contractor's indemnity obligations to GHC.

Governing Law: This Contract shall be deemed to have been executed and delivered within the State of Washington, and the rights and obligations of the parties hereunder shall be construed and enforced in accordance with, and governed by, the laws of the State of Washington without regard to the principles of conflict of laws. Any action or suit brought in connection with this Agreement shall be brought in the Superior Court of Grays Harbor County, Washington.

Ownership of Records and Documents -- Public Disclosure: All materials, writings, products prepared, produced, constructed, assembled, made performed or otherwise by the Contractor or the Contractor's subcontractors or consultants in the course of performing this Contract shall immediately become the property of GHC. Such property shall constitute "work made for hire" as defined by the U.S. Copyright Act of 1976, 17 U.S.C. §101, and the ownership of the copyright and any other intellectual property rights in such property shall vest in GHC at the time of its creation. Ownership of the intellectual property includes the right to copyright, patent, and register, and the ability to transfer these rights. Material which the Contractor uses to perform this Contract but is not created, prepared, constructed, assembled, made, performed or otherwise produced for or paid for by GHC is owned by the Contractor and is not "work made for hire" within the terms of this Contract. In consideration of the compensation provided for by this Contract, the Contractor hereby further assigns all copyright interests in such materials, writings and products to GHC. A copy may be retained by the Contractor. All documents related to this contract are subject to the Washington State Public Records Act, chapter 42.56 RCW.

Assignment: This Agreement is binding on each party, its successors, assigns, and legal representatives and may not, under any circumstances, be assigned or transferred by either party without express written authorization.

Contract Documents: In case of conflict, the precedence of the following documents (if applicable) in controlling the work shall be:

1. Purchase Order,
2. Request for Quotation or Request for Proposal
3. Small Works Contract,
4. Certification of Compliance with Wage Payment Statutes
5. Permits from Outside Agencies,
6. Amendments to the Standard Specifications,

Approved change orders, force accounts, and approved revisions to the drawings and specifications will take precedence over Contract Documents.

Contract Number: PS-19-00008

Site Security: While on GHC premises, Contractor, its agents, employees, or subcontractors shall conform in all respects with physical, fire, or other security regulations.

Termination for Convenience: GHC, at its sole discretion, may terminate this contract for convenience at any time for any reason deemed appropriate. Termination is effective immediately upon notice of termination given by GHC.

Dated this 1 day of June, 2019

Dated this _____ day of June, 2019

PREMIUM LANDSCAPE SERVICE

GRAYS HARBOR COUNTY
Board of County Commissioners



Signature of Authorized Representative

Randy Ross, Chair

Samuel Hill
Printed Name

Owner
Title

Wes Cormier, District 1

604-081-069
UBI Number

PREMLS811KA

WA State Contractor License Number

Vickie L. Raines, District 3

707-458-00-8

WA State Employment Security Account Number

Attest:

Jenna Amsbury, Clerk of the Board

Approved as to form:

Deputy Prosecuting Attorney

EXHIBIT A

SCOPE OF WORK

Services required will include completing the following:

River Rock Beds - \$9,866.00 plus sales tax

- Cleanup of all the roots from the plants that are to be removed in the garden beds
- Lowering the grade of the garden beds in order to keep the river rock in place
- Installation of high grade, black powder coated aluminum edging on any garden beds that connect with the lawn
- Installation of high grade landscape fabric over all the areas river rock is to be installed
- Pickup, delivery and installation of river rock in all garden beds
- Clean up of all the work related debris

3' Gravel Pathway Around the Outside Fence - \$8,064.50 plus sales tax

- Outside Fence Dimension = 485 Linear Feet
- Removal of a 3' strip of grass
- Removal and disposal of the grass (off site)
- Installation of high grade, black powder coated aluminum edging
- Installation of high grade landscape fabric for weed prevention
- Installation of crushed gravel
- Clean up of all the work related debris

After recording return to:
Tom Gray, PLS
Grays Harbor Co. DPW
100 W. Broadway Suite 31
Montesano, WA 98563

**Temporary Construction Easement
Bush Creek County Road
C-77970-01**

Grantor:

**Barbara Trammell, Executor
Estate of Leona Severson, deceased**

Grantee:

Grays Harbor County

Abbreviated Legal Description of Property

The Northeast quarter of the Northeast quarter Lying Southeasterly of road, in Section 19,
Township 18 North, Range 5 West, W.M., Grays Harbor County, State of Washington.

Assessors Property Tax Parcel Number: 180519110030

Parcel #0002
Severson TCE
1

KNOW ALL MEN BY THESE PRESENTS, that the Grantor, **Barbara Trammell, Executor of the Estate of Leona Severson, deceased**, hereby conveys and warrants to the Grantee, **County of Grays Harbor, a political subdivision of the State of Washington**, the following described temporary construction easement, situated in Grays Harbor County, in the State of Washington, under the imminent threat of the Grantee's exercise of its right of Eminent Domain.

Description
Bush Creek County Road
County Road No. 77970
Grays Harbor County, Washington

This description prepared by the Grays Harbor County Public Works Department
 Survey Division
 January 15, 2019

A portion of a parcel of land described as;

All that portion of the Northeast quarter of the Northeast quarter of Section 19, Township 18 North, Range 5 West of the Willamette Meridian, lying Southeasterly of Bush Creek County Road;
Situate in the County of Grays Harbor, State of Washington.

The Temporary Construction Easement area being all of the above described property lying within the boundaries of Right-of-Way hereinafter described with reference to the deed centerline of the Bush Creek County Road, which centerline is described as follows;

Commencing at a 5/8-inch rebar with yellow plastic cap stamped LS 7397, found at the East one sixteenth corner of Sections 19 and 18, Township 18 North, Range 5 West, Willamette Meridian, said East one sixteenth corner being located South 89° 53' 07" West a distance of 1,321.97 feet from a three-inch diameter pipe with a pinched top and dimple located at the Northeast Section corner of Section 19;

Thence South 54° 04' 11" East, a distance of 1,039.79 feet to Engineer's Centerline Station (hereinafter referred to as "station") 31+05.00, beginning of project, (BP);

thence along said centerline North 24° 26' 18" East a distance of 72.93 feet to station 31+77.93 point of curvature, (PC) of a curve to the right, the radius point of which bears South 65° 33' 42" East a distance of 625.00 feet;

thence along the centerline of said curve, a distance of 321.64 feet to station 34+99.57 point of tangency, (PT);

Parcel #0002
 Severson TCE
 2

thence North 53° 55' 28" East a distance of 241.32 feet along said centerline to station 37+40.89 point of curvature, (PC) of a curve to the left, the radius point of which bears North 34° 04' 32" West a distance of 595.00 feet;

thence along the centerline of said curve to the right, a distance of 89.61 feet to station 38+30.50 point on curve, (POC), and also the end of project, (EP);

Temporary Construction Easement widths measured in feet, from the above-described centerline either radial to, or perpendicular from, are as follows:

Station	Width on the Northerly side (left) of centerline	Width on the Southerly side (right) of centerline
33+10.00 POC		30.00 and 60.00 feet
33+20.00 POC	45.00 and 80.00 feet	
33+50.00 POC	80.00 and 45.00 feet	
34+40.00 POC		60.00 and 30.00 feet
36+40.00 POT	30.00 and 70.00 feet	
38+55.00 POC	70.00 and 30.00 feet	

Said parcel lying on the Southerly side of Bush Creek Road and between Engineer's Centerline Station 31+05 BP and 34+00.50 POC.

The parcel of land to which this description applies contains 14.0 acres.

Temporary Construction Easement to be acquired under this deed will be 0.046 acres.

All in Section 19, Township 18 North, Range 5 West, Willamette Meridian.

As shown and delineated on Exhibit Map "A" attached hereto and made a part thereof.

This temporary construction easement shall expire on December 31, 2020, or the completion of construction, whichever occurs first.

TO HAVE AND TO HOLD the same, unto the County of Grays Harbor in the State of Washington for the purposes of a Temporary Construction Easement according to the terms mentioned above.

IT IS UNDERSTOOD AND AGREED that the delivery of this deed is hereby tendered and that the terms and obligations hereof shall not become binding upon the County of Grays Harbor, State of Washington, unless and until accepted and approved hereon in writing for the County of Grays Harbor, by the Board of County Commissioners, or their designee.

Barbara Trammell

Barbara Trammell, Executor
Estate of Leona Severson

6/11/19

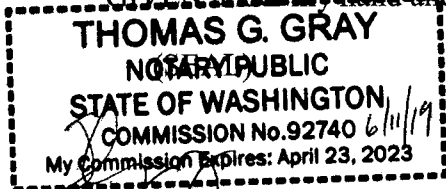
Date

STATE OF WASHINGTON)

County of Grays Harbor : ss

On this 11th day of June 2019 before me personally appeared Barbara Trammell, individually, and as executor of the Estate of Leona Severson, deceased, to me known to be the individual in and who executed the foregoing instrument, and acknowledged to me she signed and sealed the same as her free and voluntary act and in the capacity and for the uses and purposes therein mentioned.

GIVEN under my hand and official seal the day and year last above written.



[Signature]

Notary Public in and for the State of
Washington, residing at Aberdeen, WA
My commission expires 4/23/2023

ACCEPTED and **APPROVED** this _____ day of _____, 2019.

**BOARD OF COUNTY COMMISSIONERS
GRAYS HARBOR COUNTY, WASHINGTON**

Randy Ross, Chairman

Wes Cormier, District 1

ATTEST:

Clerk of the Board

Vickie L. Raines, District 3

Parcel #0002
Severson TCE

6

EXHIBIT MAP "A"

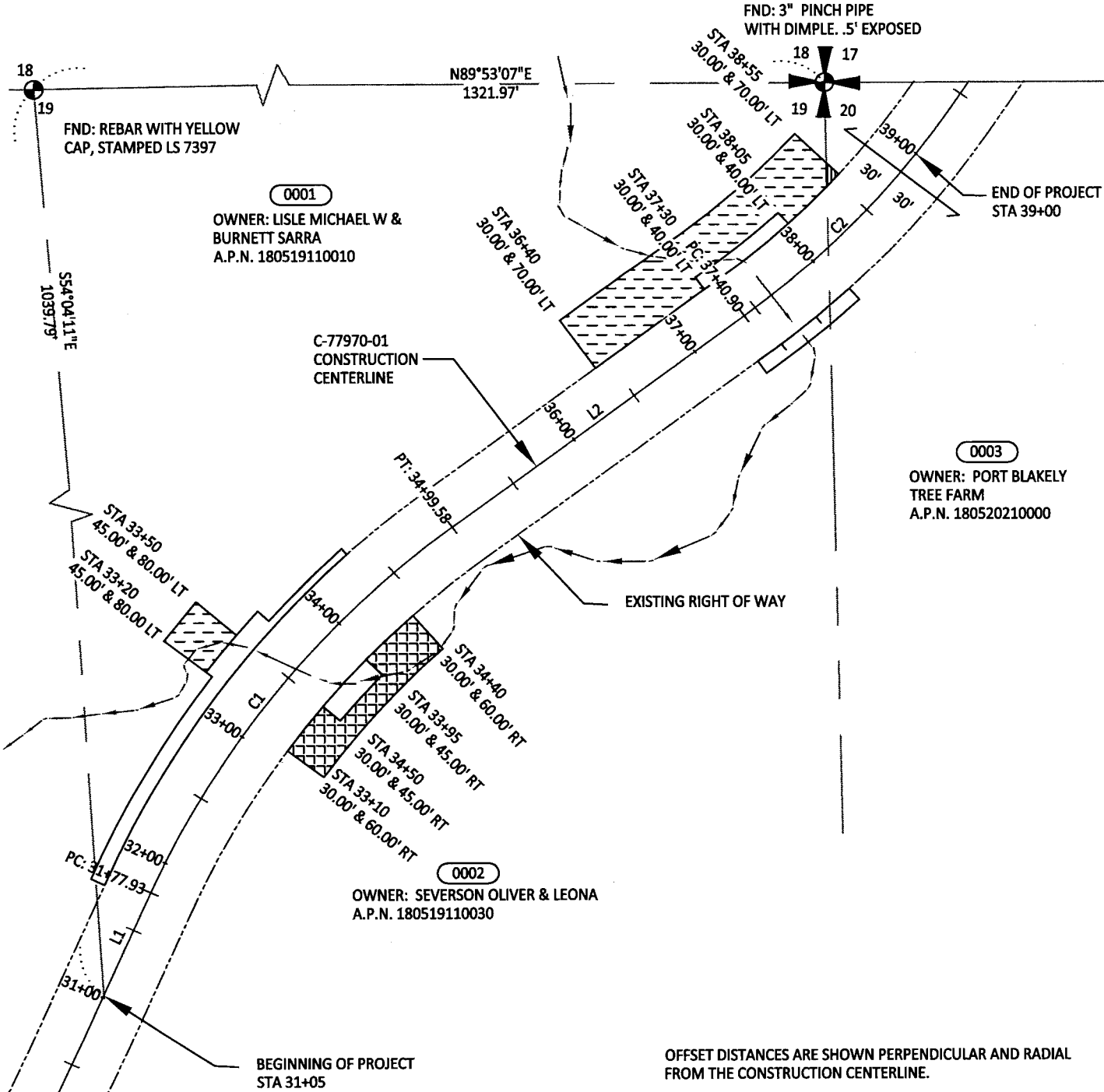
BUSH CREEK ROAD FISH PASSAGE BARRIER
CORRECTION PROJECT C-77970-01
MP 0.77 TO MP 0.90
SECTION 19 & 20, TWP. 18 NORTH, RANGE 5 WEST, W.M.
GRAYS HARBOR COUNTY, WA.

TEMPORARY CONSTRUCTION EASEMENT

PARCEL NUMBER	TITLE OWNER OR PURCHASER	TOTAL OWNERSHIP ACRES	EXISTING ROW FEET	TEMPORARY CONSTRUCTION EASEMENT ACRES	REMAINDER ACRES
0001	LISLE MICHAEL W & BURNETT SARRA	5.0	60.0	0.20	5.0
0002	SEVERSON OLIVER & LEONA	14.0	60.0	0.046	14.0
0003	PORT BLAKELY TREE FARMS	244.6	60.0	0.002	244.6

LINE TABLE		
NO.	BEARING	DISTANCE
L1	N24°26'18"E	72.93'
L2	N53°55'28"E	241.32'

CURVE TABLE			
NO.	DELTA	RADIUS	LENGTH
C1	29°29'10"	625.00'	321.64'
C2	19°08'43"	595.00'	159.10'



1" = 100

After recording return to:
Tom Gray, PLS
Grays Harbor Co. DPW
100 W. Broadway Suite 31
Montesano, WA 98563

**Right-of-Way Deed
Bush Creek County Road
C-77970-01**

Grantors:

**Barbara Trammell, Executor
Estate of Leona Severson, deceased**

Grantee:

Grays Harbor County

Abbreviated Legal Description of Property

The Northeast quarter of the Northeast quarter Lying Southeasterly of road, in Section 19,
Township 18 North, Range 5 West, W.M., Grays Harbor County, State of Washington.

Assessors Property Tax Parcel Number: 180519110030

Parcel #0002
Severson Deed
1

KNOW ALL MEN BY THESE PRESENTS, that the Grantor, Barbara Trammell, **Executor of the Estate of Leona Severson, deceased**, for and in consideration of the sum of ONE THOUSAND AND NO/100 (\$1,000.00) Dollars, hereby conveys and warrants to the Grantee, **County of Grays Harbor, a political subdivision of the State of Washington**, the following described real property, situated in Grays Harbor County, in the State of Washington, under the imminent threat of the Grantee's exercise of its right of Eminent Domain.

**Description
Bush Creek County Road
County Road No. 77970
Grays Harbor County, Washington**

This description prepared by the Grays Harbor County Public Works Department
Survey Division
January 15, 2019

A parcel of land described as;

**All that portion of the Northeast quarter of the Northeast quarter of Section 19, Township 18 North, Range 5 West of the Willamette Meridian, lying Southeasterly of Bush Creek County Road;
Situate in the County of Grays Harbor, State of Washington.**

The Right-of-Way acquisition being all of the above described property lying within the boundaries of Right-of-Way hereinafter described with reference to the deed centerline of the Bush Creek County Road, which centerline is described as follows;

Commencing at a 5/8-inch rebar with yellow plastic cap stamped LS 7397, found at the East one sixteenth corner of Sections 19 and 18, Township 18 North, Range 5 West, Willamette Meridian, said East one sixteenth corner being located South 89° 53' 07" West a distance of 1,321.97 feet from a three-inch diameter pipe with a pinched top and dimple located at the Northeast Section corner of Section 19;

Thence South 54° 04' 11" East, a distance of 1,039.79 feet to Engineer's Centerline Station (hereinafter referred to as "station") 31+05.00, beginning of project, (BP);

thence along said centerline North 24° 26' 18" East a distance of 72.93 feet to station 31+77.93 point of curvature, (PC) of a curve to the right, the radius point of which bears South 65° 33' 42" East a distance of 625.00 feet;

thence along the centerline of said curve, a distance of 321.64 feet to station 34+99.57 point of tangency, (PT);

thence North 53° 55' 28" East a distance of 241.32 feet along said centerline to station 37+40.89 point of curvature, (PC) of a curve to the left, the radius point of which bears North 34° 04' 32" West a distance of 595.00 feet;

thence along the centerline of said curve to the right, a distance of 89.61 feet to station 38+30.50 point on curve, (POC), and also the end of project, (EP);

Road Right-of-Way widths measured in feet, from the above-described centerline either radial to, or perpendicular from, are as follows:

Station	Width on the Northerly side (left) of centerline	Width on the Southerly side (right) of centerline
31+05 BP	30.00 feet	30.00 feet
Station	Width on the Northerly side (left) of centerline	Width on the Southerly side (right) of centerline
31+70.00 POT	30.00 and 40.00 feet	
31+77.93 PC	30.00 and 40.00 feet	
33+20.00 POC	40.00 and 45.00 feet	
33+50.00 POC		30.00 and 45.00 feet
33+70.00 POC	45.00 and 35.00 feet	
33+95 POC		45.00 and 30.00 feet
34+35.00	35.00 and 30.00 feet	
34+99.57 PT	30.00 and 40.00 feet	
37+30.00 POT	30.00 and 40.00 feet	30.00 and 40.00 feet
37+40.89 PC	40.00 feet	40.00 feet
38+05.00 POC	40.00 and 30.00 feet	40.00 and 30.00 feet
39+00.00 EP	30.00 feet	30.00 feet

Parcel #0002
Severson Deed
3

Said parcel lying on the Southerly side of Bush Creek Road and between Engineer's Centerline Station 31+05 BP and 38+30.50 EP.

The parcel of land to which this description applies contains 14.0 acres.

Total permanent easement to be acquired under this deed will be 0.08 acres.

All in Section 19, Township 18 North, Range 5 West, Willamette Meridian.

As shown and delineated on Exhibit Map "A" attached hereto and made a part thereof.

TO HAVE AND TO HOLD the same, unto the County of Grays Harbor in the State of Washington for the purposes of a permanent easement forever.

IT IS UNDERSTOOD AND AGREED that the delivery of this deed is hereby tendered and that the terms and obligations hereof shall not become binding upon the County of Grays Harbor, State of Washington, unless and until accepted and approved hereon in writing for the County of Grays Harbor, by the Board of County Commissioners, or their designee.

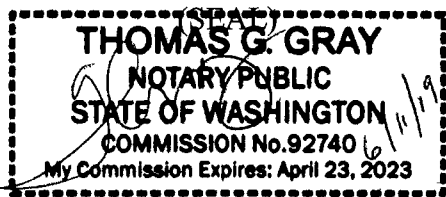
Barbara Trammell
Barbara Trammell, Executor
Estate of Leona Severson

6/14/19
Date

STATE OF WASHINGTON)
County of Grays Harbor) : ss

On this 11th day of June 2019 before me personally appeared Barbara Trammell, individually, and as executor of the Estate of Leona Severson, deceased, to me known to be the individual in and who executed the foregoing instrument, and acknowledged to me she signed and sealed the same as her free and voluntary act and in the capacity and for the uses and purposes therein mentioned.

GIVEN under my hand and official seal the day and year last above written.



[Signature]
Notary Public in and for the State of
Washington, residing at Aberdeen, WA
My commission expires 4/23/2023

ACCEPTED and **APPROVED** this _____ day of _____, 2019.

**BOARD OF COUNTY COMMISSIONERS
GRAYS HARBOR COUNTY, WASHINGTON**

Randy Ross, Chairman

Wes Cormier, District 1

ATTEST:

Clerk of the Board

Vickie L. Raines, District 3

EXHIBIT MAP "A"

BUSH CREEK ROAD FISH PASSAGE BARRIER
CORRECTION PROJECT C-77970-01
MP 0.77 TO MP 0.90

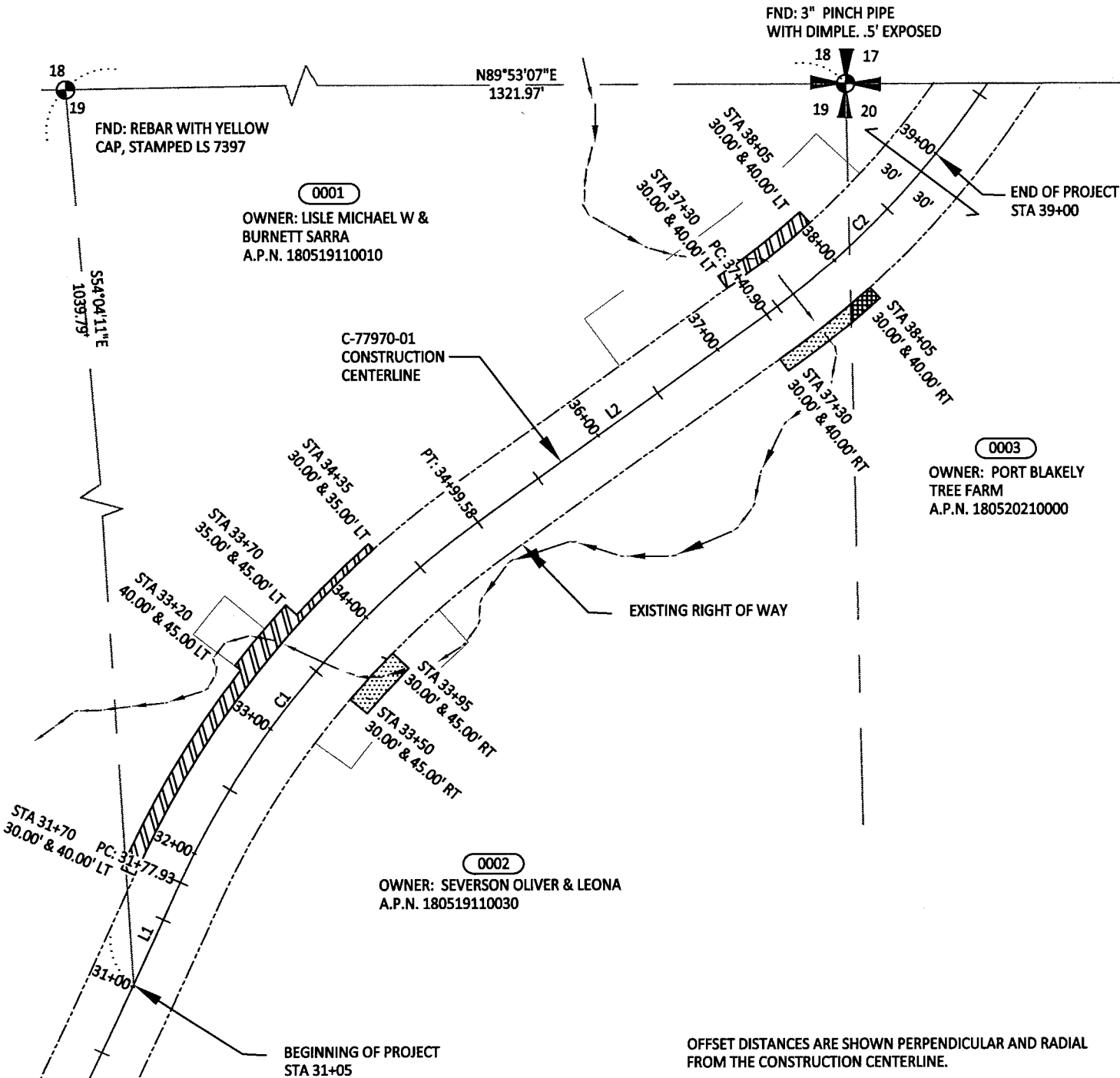
SECTION 19 & 20, TWP. 18 NORTH, RANGE 5 WEST, W.M.
GRAYS HARBOR COUNTY, WA.

PERMANENT SLOPE AND DRAINAGE EASEMENT

PARCEL NUMBER	TITLE OWNER OR PURCHASER	TOTAL OWNERSHIP ACRES	EXISTING ROW FEET	PERMANENT SLOPE AND DRAINAGE EASEMENT ACRES	REMAINDER ACRES
0001	LISLE MICHAEL W & BURNETT SARRA	5.0	60.0	0.078	5.0
0002	SEVERSON OLIVER & LEONA	14.0	60.0	0.028	14.0
0003	PORT BLAKELY TREE FARMS	244.6	60.0	0.005	244.6

LINE TABLE		
NO.	BEARING	DISTANCE
L1	N24°26'18"E	72.93'
L2	N53°55'28"E	241.32'

CURVE TABLE			
NO.	DELTA	RADIUS	LENGTH
C1	29°29'10"	625.00'	321.64'
C2	19°08'43"	595.00'	159.10'



1" = 100



**GRAYS HARBOR COUNTY
BOARD OF COUNTY COMMISSIONERS
AGENDA COVER SHEET**

MEETING DATE
6/18/2019 1:00:00 PM

DEPARTMENT: Public Works
DIVISION: Roads <i>(if applicable)</i>
SUBMITTER: Tom Gray
AGENDA ITEM TITLE: Bush Creek Road Fish Passage Barrier Correction Project 77970-01
EXPLANATION OF REQUEST: <i>(include dates, important information and summary)</i> This request is for the acceptance and approval of additional property rights on the south side of Bush Creek Road for the temporary construction easement as well as a permanent slope and drainage easement
FISCAL IMPACT/FUNDING SOURCE: \$1,000.00 Chehalis Basin Fisheries Task Force
RECOMMENDED ACTION: Approve and Accept by signing both easements

[BELOW TO BE COMPLETED BY CLERK OF BOARD]

BOCC ACTION:

- ☐ APPROVED
- ☐ DENIED
- ☐ TABLED/DEFERRED/NO ACTION TAKEN
- ☐ CONTINUED TO DATE: ____/____/____ TIME: _____
- ☐ OTHER _____



**GRAYS HARBOR COUNTY
BOARD OF COUNTY COMMISSIONERS
AGENDA COVER SHEET**

MEETING DATE
6/18/2019 1:00:00 PM

DEPARTMENT: Public Works

DIVISION: Roads

(if applicable)

SUBMITTER: Rob Wilson

AGENDA ITEM TITLE: Local Agency Agreement and Project Prospectus Approval for Montesano Street Paving Project

EXPLANATION OF REQUEST: *(include dates, important information and summary)*

The Road Department would like to obligate Preliminary Engineering funds for the Montesano Street Paving Project. An approved Local Agency Agreement and Project Prospectus are required as part of the obligation package sent to WSDOT Highways and Local Programs.

FISCAL IMPACT/FUNDING SOURCE:

Obligates \$60,550 of federal funds to be used for preliminary engineering.

RECOMMENDED ACTION:

Approve and sign attached Local Agency Agreement and Project Prospective

[BELOW TO BE COMPLETED BY CLERK OF BOARD]

BOCC ACTION:

- ☐ APPROVED
- ☐ DENIED
- ☐ TABLED/DEFERRED/NO ACTION TAKEN
- ☐ CONTINUED TO DATE: ____/____/____ TIME: _____
- ☐ OTHER _____



**GRAYS HARBOR COUNTY
BOARD OF COUNTY COMMISSIONERS
AGENDA COVER SHEET**

MEETING DATE
6/18/2019 1:00:00 PM

DEPARTMENT: Public Works

DIVISION: Roads

(if applicable)

SUBMITTER: Rob Wilson

AGENDA ITEM TITLE: Local Agency Agreement and Project Prospectus Approval for the Pacific Beach Sidewalk Project.

EXPLANATION OF REQUEST: *(include dates, important information and summary)*

The Road Department would like to obligate Preliminary Engineering funds for the Pacific Beach Sidewalk Project. An approved Local Agency Agreement and Project Prospectus are required as part of the obligation package sent to WSDOT Highways and Local Programs.

FISCAL IMPACT/FUNDING SOURCE:

This would obligate \$50,000 of federal funds for preliminary engineering.

RECOMMENDED ACTION:

Approve and sign the Local Agency Agreement and Project Prospectus

[BELOW TO BE COMPLETED BY CLERK OF BOARD]

BOCC ACTION:

- ☐ APPROVED
- ☐ DENIED
- ☐ TABLED/DEFERRED/NO ACTION TAKEN
- ☐ CONTINUED TO DATE: ____/____/____ TIME: _____
- ☐ OTHER _____



**GRAYS HARBOR COUNTY
BOARD OF COUNTY COMMISSIONERS
AGENDA COVER SHEET**

MEETING DATE
6/18/2019 1:00:00 PM

DEPARTMENT: Facilities, Utilities, Solid Waste

DIVISION:

(if applicable)

SUBMITTER: Maggie McDougall for Mark Cox

AGENDA ITEM TITLE: Approval of Project Final Completion - Seabrook Lift Station

EXPLANATION OF REQUEST: *(include dates, important information and summary)*

The Department requests the Board to approve the final completion for the Seabrook Pump Station Project. The project's substantial completion date was April 25, 2018, certified by our engineer on June 11, 2018, and signed and approved by the Board on June 18, 2018. Since then, Rognlin's has been paid in full, including the release of the retainage. The County has since taken ownership and now maintains the Lift Station. The required filing of the Notice of Completion has been executed with Dept. of Revenue, Employment Security, and Labor and Industries.

FISCAL IMPACT/FUNDING SOURCE:

Pacific Beach Sewer 404.000.000

RECOMMENDED ACTION:

The Department recommends the Board approval the final completion.

[BELOW TO BE COMPLETED BY CLERK OF BOARD]

BOCC ACTION:

☐
☐
☐
☐
☐

APPROVED

DENIED

TABLED/DEFERRED/NO ACTION TAKEN

CONTINUED TO DATE: ____/____/____ TIME: _____

OTHER _____



**GRAYS HARBOR COUNTY
BOARD OF COUNTY COMMISSIONERS
AGENDA COVER SHEET**

MEETING DATE
6/18/2019 1:00:00 PM

DEPARTMENT: Public Works

DIVISION: Roads

(if applicable)

SUBMITTER: Rob Wilson

AGENDA ITEM TITLE: Amendment to Project Agreement, Wishkah Flood Wall

EXPLANATION OF REQUEST: *(include dates, important information and summary)*

The attached Amendment to Project Agreement with the Washington State RCO will reduce the amount of funding available for the Wishkah Flood Wall. These funds will be made available for the Keys Road/Lower Satsop flood protection project. The project funds will be reduced by \$238,198.04.

FISCAL IMPACT/FUNDING SOURCE:

RECOMMENDED ACTION:

Approve the Amendment to Project Agreement.

[BELOW TO BE COMPLETED BY CLERK OF BOARD]

BOCC ACTION:

- ☐ APPROVED
- ☐ DENIED
- ☐ TABLED/DEFERRED/NO ACTION TAKEN
- ☐ CONTINUED TO DATE: ____/____/____ TIME: _____
- ☐ OTHER _____

Amendment to Project Agreement

Project Sponsor: Grays Harbor County
Project Title: Wishkah Road Flood Levee Project

Project Number: 16-1187C
Amendment Number: 6

Amendment Type:

Cost Change

Amendment Description:

Reduce budget by \$238,198.04 since coming in short and use funds for flood reduction efforts in the Lower Satsop.

Project Funding:

The total cost of the project for the purpose of this Agreement changes as follows :

	Old Amount		New Amount	
	Amount	%	Amount	%
RCO - CBS Projects	\$5,700,000.00	100.00%	\$5,461,801.96	100.00%
Project Sponsor	\$0.00	0.00%	\$0.00	0.00%
Total Project Cost	\$5,700,000.00	100%	\$5,461,801.96	100%
Admin Limit	\$0.00	0.00%	\$0.00	0.00%
A&E Limit	\$400,000.00	7.92%	\$382,517.48	7.92%

Agreement Terms

In all other respects the Agreement, to which this is an Amendment, and attachments thereto, shall remain in full force and effect. In witness whereof the parties hereto have executed this Amendment.

State Of Washington
Recreation and Conservation Office

Grays Harbor County

BY: _____
Kaleen Cottingham

TITLE: Director

DATE: _____

Pre-approved as to form:

BY: _____ /S/
Assistant Attorney General

AGENCY: _____

BY: _____

TITLE: _____

DATE: _____