

Agenda
Board of Wahkiakum County Commissioners
Regular Meeting
February 3, 2026
9:30 a.m.

Zoom - Meeting ID: **880 972 233** and Passcode: **Aux4SY**
<https://us02web.zoom.us/j/880972233?pwd=Zk93bUUwWGJEVnV5Wk3YIM4RDIFZz09>
Audio only via phone: 1-253-215-8782 / Meeting ID: **880 972 233** and Passcode: **721021**

Next Resolution No. 21-26

9:30 a.m. **Call to Order & Flag Salute**
9:32 a.m. **Approval of Regular Meeting Agenda**

9:33 a.m. **Consent Agenda**

All matters listed within the Consent Agenda have been distributed to each member of the Board of Wahkiakum County Commissioners for reading and study, are considered routine, and will be enacted by one motion of the Board with no separate discussion. If separate discussion is desired, that item may be removed from the Consent Agenda and placed on the Regular Agenda by request.

- A. Regular Meeting Minutes of January 27, 2026
- B. Resolution No. 21-26 a resolution authorizing the expenditure of funds from the County Properties Cumulative Reserve Fund for the payment of vouchers chargeable to said fund in the amount of \$229.30
- C. Voucher Approval - \$98,851.22
- D. Holiday Closure: President's Day – Monday, February 16, 2026

9:35 a.m. **Public Comment**

(Per RCW 42.30.240, public comments on agenda topics, county programs and topics of concern are welcome during this portion of the meeting. Comments may be made in person or remotely via the Zoom platform. Please limit comments to three minutes per person.)

Review Commissioners' Calendars

9:40 a.m. **New Business**

1. Agreement with the Town of Cathlamet for funding for the swimming pool
2. Agreement with the Town of Cathlamet for funding for the library

9:45 a.m. **Fair Board ~ Patty Dursteler, Fairgrounds Manager**

1. Grant Agreements with the Washington State Department of Agriculture Fairs Program for Youth Building doors and arena groomer

9:50 a.m. **Treasurer ~ Tammy Peterson**

1. Report of annual tax refunds paid

9:55 a.m. **Auditor ~ Nicci Bergseng**

1. Contract with TDJ CPA, Inc. for CPA services

10:00 a.m. **Public Works ~ Chuck Beyer, Director**

1. Acceptance of 2026 Rock Products quotes
2. Acceptance of 2026 Asphalt Products quotes
3. Grays River Covered Bridge sign replacement

10:05 a.m. **Board of Health**
1. Community Health Advocate Program

10:15 a.m. **Commissioner Reports**

Adjournment

*Complete copies of the current Board of Commissioners meeting agenda packet can be viewed at the Board of Commissioners' office.
Partial agenda packets are posted on the county's website at <https://www.co.wahkiakum.wa.us/AgendaCenter>*

*This meeting is accessible to persons with disabilities.
Please call 360-795-8048 if you require special accommodations to participate in this meeting.*

Closed Session **Grievance Hearing** **RCW 42.30.140(4)(b)**

Following adjournment of their regular Open Public Meeting, the Board of County Commissioners will meet in a Closed Session per RCW 42.30.110(4)(b), during which the governing body will plan or adopt the strategy or position to be taken during the course of any collective bargaining, professional negotiations, or grievance or mediation proceedings, or to review the proposals made in the negotiations or proceedings while in progress.



Wahkiakum Board of County Commissioners

District No. 1 Commissioner: Lee Tischer

District No. 2 Commissioner: Daniel L. Cothren, Chair

District No. 3 Commissioner: Mark Letham

MINUTES

Board of Wahkiakum County Commissioners

Regular Meeting

January 27, 2026

Chair Dan Cothren called the regular meeting of the Board of Wahkiakum County Commissioners to order on January 27, 2026, at 9:30 a.m. in the third-floor public meeting room of the Wahkiakum County Courthouse located at 64 Main Street in Cathlamet, Washington.

Present: Chair Dan Cothren, Commissioner Mark Letham, Commissioner Lee Tischer, Clerk of the Board Beth Johnson. DEM Coordinator Austin Smith, Chief Deputy Treasurer Marissa Longtain.

Flag Salute

Chair Dan Cothren led the flag salute.

Regular Meeting Agenda

It was **M/S/A** by Commissioners Letham and Tischer approving the regular meeting agenda for January 27, 2026. Vote: Aye – Tischer, Letham and Cothren. Unanimously approved.

Consent Agenda

It was **M/S/A** by Commissioners Tischer and Letham approving the consent agenda for January 27, 2026. Vote: Aye – Tischer, Letham and Cothren. Unanimously approved. The consent agenda contained the following items:

- A. Regular Meeting Minutes of January 20, 2026
- B. Resolution No. 17-26 a resolution authorizing the expenditure of funds from the Emergency Medical Services Cumulative Reserve Fund for the payment of vouchers chargeable to said fund in the amount of \$10,638.46
- C. Resolution No. 18-26 a resolution authorizing the expenditure of funds from the County Properties Cumulative Reserve Fund for the payment of vouchers properly chargeable to said fund in the amount of \$8,098.14
- D. Resolution No. 19-26 a resolution authorizing the expenditure of \$2,639.59 from the Contingent Liabilities Cumulative Reserve Fund for payment of claims related to medical expenses for a LEOFF member
- E. Resolution No. 20-26 a resolution authorizing the expenditure of funds from the Electronic Communications Cumulative Reserve Fund for the payment of vouchers chargeable to said fund in the amount of \$28,896.95
- F. Voucher Approval - \$ 220,621.70

Public Comment

A speaker commented on a number of topics including a Washington state transportation publication, vocational agricultural books that were thrown away at the high school, right of way procedures and opposition to the school levy.

New Business

Liquor License Renewal

RDR, LLC doing business as The 'O', located at 8 Fairgrounds Road in Skamokawa, has applied for a liquor license renewal. The Board unanimously had no objections to this renewal application.

Treasurer

Fire District No. 3 Request for a Loan

It was **M/S/A** by Commissioners Tischer and Cothren to approve the Treasurer to have the Prosecuting Attorney draw up an Interlocal Loan Agreement so the loan can be issued in the amount of \$13,000 to Wahkiakum Fire District No. 3. Vote: Aye – Tischer and Cothren; Commissioner Letham recused himself. Motion passes.

Commissioner Report

The Board reviewed their work over the past week, topics discussed included legislative bills on ferry districts, litigation procedures, and homelessness. In addition, road conditions were discussed as well as the Weed Board's interview process for a new Weed Control Manager.

Open Sealed Quotes

Gravel, Rock and Crushed Aggregate Products Asphalt Products

The Clerk of the Board opened and read aloud the sealed bids that were received.

Rock Products:

	Burns Construction	Naselle Rock & Asphalt:
Rip-Rap	\$30.00/ton	\$35.00 / ton
Pit Run #1		\$14.00 / ton
Fill	\$8.00 / ton	\$5.00 / ton
Pit Run #2 for fill		\$10.00 / ton
3"-0	\$14.00 / ton	\$14.50 / ton
1 ¼" Minus	\$15.00 / ton	\$17.00 / ton
¾" Minus	\$16.00 / ton	\$17.75 / ton
5/8" Minus	\$16.00 / ton	\$17.75 / ton
¼" Minus		\$20.00 / ton
½" – ¼" Chip Seal	\$25.00 / ton	\$40.00 / ton (as available)
3/8" #10 Chip Seal	\$25.00 / ton	\$45.00 / ton (as available)

3/8" #10 Sanding		\$35.00 / ton (as available)
Quarry Spalls	\$16.00 / ton	\$22.00 / ton
6" Crushed	\$13.00 / ton	\$13.50 / ton
1 1/2" - 3/4" Crushed	\$16.00 / ton	\$22.00 / ton
2 1/2" - 1 1/2" Crushed	\$15.00 / ton	
2" - 4" Crushed	\$15.00 / ton	
3" - 8" Crushed	\$15.00 / ton	
Reject	\$10.00 / ton	\$15.00 / ton

Asphalt Products:

Naselle Rock & Asphalt:

Commercial Grade HMA, Class 1/2" PG 58h-22	\$90.00 / ton
Commercial Grade HMA, Class 3/8" PG 58h-22	\$94.00 / ton

Lakeside Industries, Inc.

Commercial Grade HMA, Class 1/2" PG 58h-22	\$82.00 / ton
Commercial Grade HMA, Class 3/8" PG 58h-22	\$88.50 / ton
EZ Street Bags:	Individual bags: \$24.00 per bag
EZ Street Bags:	Full pallet of 56 bags \$1,176.00
Loose bulk material:	\$150 / ton

Adjournment

With no further business to come before the board, the meeting was adjourned at 9:55 a.m.

Attest: _____
Elizabeth Johnson
Clerk of the Board

Approved: _____
Daniel L. Cothren
Chair of the Board

Cover Page

BOARD OF WAHKIAKUM COUNTY COMMISSIONERS

Meeting Date: 2-3-2026
Presenter: BOCC

Subject	Annual Swimming Pool Cooperative Funding Agreement
Background Information	This contract is reduced from historical funding levels, providing up to \$25,000 in matching funding for operational costs for the swimming pool
Recommendation	
Alternatives	
Financial Impact	Up to \$25,000 from the Non-Departmental Fund / Current Expense is budgeted in the 2026 budget.
Action (Motion)	Move to approve of Resolution No. _____-26 a resolution adopting the Cooperative Funding Agreement with the Town of Cathlamet to assist the town in operating and maintaining the Julia Butler Hansen Swimming Pool in 2026.

1 RESOLUTION NO. ____-26

2
3 A RESOLUTION AUTHORIZING AN INTERLOCAL
4 AGREEMENT BETWEEN WAHIAKUM COUNTY AND
5 THE TOWN OF CATHLAMET

6 WHEREAS, the County of Wahkiakum is authorized to maintain swimming pools in RCW
7 36.68.090 and RCW 67.20.010; and

8 WHEREAS, the Town of Cathlamet is authorized to maintain swimming pools in RCW
9 67.20.010; and

10 WHEREAS, the Town operates a swimming pool, and the creation of a second swimming
11 pool would be redundant; and

12 WHEREAS, RCW 39.34 permits the county to contract with the Town to support one another
13 in executing any governmental activity they are both empowered to enter into; and

14 WHEREAS, this resolution is in the best interests of the citizens of the Town of Cathlamet
15 and the County of Wahkiakum;

16
17 NOW THEREFORE BE IT HEREBY RESOLVED BY THE BOARD OF COMMISSIONERS
18 OF WAHIAKUM COUNTY AS FOLLOWS:

- 19
20 1. An interlocal agreement is hereby approved between the Town and the County agreeing that
21 the County shall supply up to \$25,000.00 for the use of the Town in the support of its
22 swimming pool.
23 2. This Resolution shall become effective immediately upon its passage.

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DULY PASSED AND ADOPTED this 3rd day of February, 2026.

**BOARD OF COUNTY COMMISSIONERS
OF WAHIAKUM COUNTY, WASHINGTON**

ATTEST:

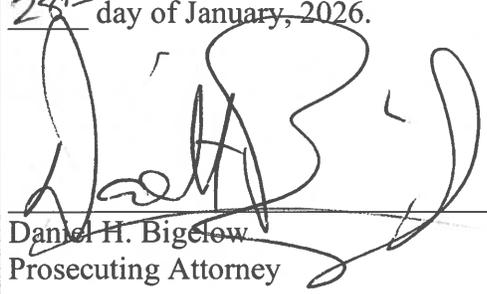
Daniel L. Cothren, Chairman

Elizabeth Johnson
Clerk of the Board

Lee Tischer, Commissioner

APPROVED AS TO FORM this
2nd day of January, 2026.

Mark Letham, Commissioner



Daniel H. Bigelow
Prosecuting Attorney

**COUNTY OF WAHKIAKUM
COOPERATIVE FUNDING AGREEMENT**

THIS AGREEMENT is made this _____ day of _____, 2026, by and between the County of Wahkiakum, a municipal corporation and political subdivision of the State of Washington (hereinafter referred to as **COUNTY**) and the **TOWN OF CATHLAMET** (hereinafter referred to as **TOWN**). The purpose of this Agreement is to define the terms and conditions under which **COUNTY** will provide funds to **TOWN** during the year of 2026. For and in consideration of the mutual covenants contained herein, the parties hereby agree as follows:

1. Statutory Authority for Funding Assistance: The Interlocal Cooperation Act, RCW Chapter 39.34, authorizes cooperation between government entities empowered to perform similar projects. RCW 36.68.090 authorizes the County to operate a swimming pool.

2. Purpose of Funding Assistance: This agreement is intended to assist the Town in operating and maintaining the Julia Butler Hansen Swimming Pool (hereinafter, the Pool).

3. Amount of Funding Assistance for Calendar Year 2026: County will fund up to \$25,000.00 per year in operational costs of the Pool, subject to the matching requirements set forth infra.

4. Frequency of Payments: Payments shall be made on a reimbursement basis upon submission of invoices from the Town showing the Town's expenditure of funds on qualified operational costs of the Pool. Upon receipt of such invoice and sufficient supporting documentation, the County will make its matching payment within thirty days. Provided, however, that any amount not invoiced before November 1, 2026, is waived.

5. General Terms and Conditions Governing This Funding Assistance:

- (a) **Agreement Alterations and Amendments.** County and the Town may mutually amend this Agreement. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind County and the Town.
- (b) **Assignment.** The work to be provided under this Agreement, and any claim arising thereunder, is not assignable or delegable by either party in whole or in part, without the express written consent of the other party.
- (c) **Disputes.** In the event that a dispute arises under this Agreement, it shall be determined by a Dispute Board in the following manner: The Chair of the Board of County Commissioners shall appoint a member to the Dispute Board. The Town shall appoint a member to the Dispute Board. The Chair of the Board of County Commissioners and the Town shall jointly appoint a member to the Dispute Board. The Dispute Board shall evaluate the

dispute and make a determination of the dispute. The determination of the Dispute Board shall be final and binding upon all parties to this Agreement.

- (d) **Indemnification.** The Town shall be responsible for and shall indemnify and hold County harmless for all claims resulting from the acts or omissions of the Town and its subcontractors. County shall be responsible for and shall indemnify and hold the Town harmless for all claims resulting from the acts or omissions of County and its subcontractors.
- (e) **Independent Capacity.** The employees or agents of each party who are engaged in the performance of this Agreement shall continue to be employees or agents of that party and shall not be considered for any purpose to be employees or agents of the other party.
- (f) **Inspection; Maintenance of Records.** During the term of this Agreement and for one year following termination or expiration of this Agreement, the Town shall give reasonable access to the Town's place of business and records to County and any other employee or agency of the State of Washington for the purpose of inspecting the Town's place of business and its records, and monitoring, auditing and evaluating the Town's performance and compliance with applicable laws, regulations, rules and this Agreement.

During the term of this Agreement and for six years following termination or expiration of this Agreement, the Town shall maintain records sufficient to document:

- Performance of all acts required by statute, regulation, rule, or this Agreement; and
 - Substantiate the Town's statement of its organization's structure, tax status, capabilities and performance; and
 - Demonstrate accounting procedures, practices and records which sufficiently and properly document the Town's invoices to County and all expenditures made by the Town to perform as required by this Agreement.
- (g) **Severability.** If any provision of this Agreement or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Agreement which can be given effect without the invalid provision, if such remainder conforms to the requirements of applicable law and the fundamental purpose of this Agreement, and to this end the provisions of this Agreement are declared to be severable.

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

(i) **Recapture.**

In the event that Town fails to expend funds under this Agreement in accordance with the provisions of this Agreement, County reserves the right to recapture County funds in an amount equivalent to the extent of the noncompliance. Repayment by the Town of funds under this recapture provision shall occur within thirty (30) days of demand. In the event that County is required to institute legal proceedings to enforce this recapture provision, the County shall be entitled to its costs thereof, including reasonable attorney's fees.

(j) **Matching Requirement.**

Except as provided above, the Town shall provide a dollar-for-dollar participation match to share in the cost of maintaining and operating the Pool. For each amount requested of the County pursuant to this Agreement, the Town shall provide documentation of an equal amount expended by the Town for costs incurred in the maintenance and operation of the Pool. Provided, however, the County shall in no event be obligated to pay any amount over \$25,000.00 in and for 2026, pursuant to this Agreement.

6. Special Terms and Conditions:

- (a) **Scope of Work.** The Town shall maintain and operate the Julia Butler Hansen Swimming Pool on a full-time basis for at least 71 days of the year including at least 53 days during the summer months. The pool shall always be open to residents of Wahkiakum County on an equal basis regardless of whether patrons are from within or outside the municipal limits of the Town of Cathlamet.
- (b) **Amendment.** This Amended Contract constitutes the sole and complete agreement of the parties regarding pool funding for the Town of Cathlamet pool for the year of 2026 and replaces any previously signed contract covering that period.

7. Effective Date: This Agreement shall be effective as January 1, 2026, regardless of when it is signed, and shall remain in effect through December 31, 2026.

IN WITNESS WHEREOF the parties have executed this Agreement as of the dates indicated below.

COUNTY OF WAHKIAKUM, By:

TOWN OF CATHLAMET, By:

Daniel L. Cothren, Chair,
Board of County Commissioners

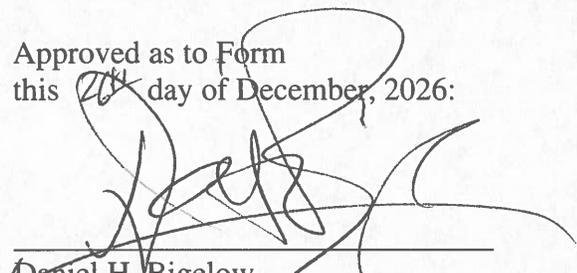
Nicholas Sevald, Mayor

DATE: _____

DATE: _____

Approved as to Form
this 20th day of December, 2026:

Approved as to Form
this ____ day of _____, 2026:



Daniel H. Bigelow
Prosecuting Attorney

Fred Johnson
Town Attorney

Cover Page

BOARD OF WAHKIAKUM COUNTY COMMISSIONERS

Meeting Date: 2-3-2026
Presenter: BOCC

Subject	Agreement with the Town of Cathlamet for funding assistance for the Blanche Bradley Memorial Library
Background Information	This agreement allows for \$2,000 in funding to the library.
Recommendation	
Alternatives	
Financial Impact	\$2,000 from the Interlocal Cooperation Cumulative Reserve Fund
Funds Available	This amount is already budgeted in the 2026 budget
Action (Motion)	Move to approve Resolution No. _____-26 a resolution authorizing an Interlocal Agreement between Wahkiakum County and the Town of Cathlamet for funding to assist the library.

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DULY PASSED AND ADOPTED this 3rd day of February, 2026.

**BOARD OF COUNTY COMMISSIONERS
OF WAHKIAKUM COUNTY, WASHINGTON**

ATTEST:

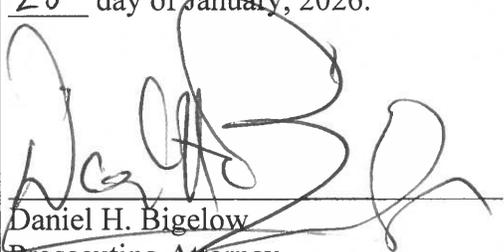
Daniel L. Cothren, Chairman

Elizabeth Johnson
Clerk of the Board

Lee Tischer, Commissioner

APPROVED AS TO FORM this
28th day of January, 2026.

Mark Letham, Commissioner



Daniel H. Bigelow
Prosecuting Attorney

**INTERLOCAL AGREEMENT FOR GRANTING FUNDING
ASSISTANCE FOR THE BLANCHE BRADLEY MEMORIAL LIBRARY**

THIS AGREEMENT is between **WAHKIAKUM COUNTY, WASHINGTON**, a political subdivision of the State of Washington (hereinafter referred to as the “County”) and **THE TOWN OF CATHLAMET**, a municipal corporation duly organized and existing under and by virtue of the laws of the State of Washington, (hereinafter referred to as the “Town”):

Recitals:

A. This Agreement is entered into pursuant to the Interlocal Cooperation Act, RCW Chapter 39.34.

B. Pursuant to RCW 27.12.025, the Town and the County each has the power to “establish and maintain a library, either by itself or in cooperation with one or more other governmental units.”

C. The Town established and maintains the Blanche Bradley Memorial Public Library pursuant to RCW 27.12.025.

D. The County wishes to support literacy and education by giving financial support to the Blanche Bradley Memorial Public Library.

1. STATEMENT OF AGREEMENT

County agrees to furnish TWO THOUSAND DOLLARS (\$2,000.00) to the Town; the Town agrees to spend such money solely for the purpose of acquiring books, periodicals, shelving, and library-specific equipment for the Blanche Bradley Memorial Public Library.

2. ADMINISTRATION

No new or separate legal or administrative entity is created to administer the provisions of this Agreement. The Town’s librarian shall administer the funds supplied pursuant to this agreement. All equipment, books, periodicals, shelving, and other personal property developed or acquired by Town in connection with the library shall be the exclusive property of the Town.

3. DURATION OF AGREEMENT

This Agreement shall remain in force until all obligations of the parties hereunder shall have been performed.

4. COUNTY'S FINANCIAL ASSISTANCE

The County shall pay the sum of TWO THOUSAND DOLLARS (\$2,000.00) to the Town to be applied exclusively toward the acquisition of books, periodicals, shelving, and library-specific equipment for the Blanche Bradley Memorial Public Library.

5. SOURCE OF FUNDS AND PAYMENT

The County shall provide funds for this Agreement from its Current Expense Fund. County shall deliver such funds in a lump sum payment to Town within fifteen (15) business days of the execution of this Agreement by both parties.

6. RECAPTURE OF FUNDS

In the event the Town fails to expend the funds under this Agreement in accordance with the provisions of this Agreement, the County reserves the right to recapture County funds in an amount equivalent to the extent of the noncompliance. Repayment by the Town of funds under this recapture provision shall occur within thirty (30) days of demand by the County upon the Town. In the event that either party is required to institute legal proceedings to enforce this recapture provision, the prevailing party shall be entitled to its costs thereof including reasonable attorney's fees.

7. RELATIONSHIP OF THE PARTIES

Nothing contained in this Agreement shall constitute or be construed to be or to create a partnership or joint venture between the parties.

8. COMPLETE UNDERSTANDING

This Agreement contains the entire understanding of the parties hereto and there are no other written or oral understandings or promises between the parties with respect to the subject matter of this Agreement, other than those contained herein. This Agreement cannot be modified by course of dealing. All modifications or amendments to this Agreement must be in writing and signed by both parties.

9. FILING

Executed copies of this Agreement shall be filed as required by RCW 39.34.040 prior to this Agreement becoming effective.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in duplicate originals as of the date of the last party to sign below.

**TOWN OF CATHLAMET,
WASHINGTON, By:**

**BOARD OF COUNTY COMMISSIONERS
OF WAHKIAKUM COUNTY,
WASHINGTON, By:**

Nicholas Sevald, Mayor

Daniel L. Cothren, Chairman

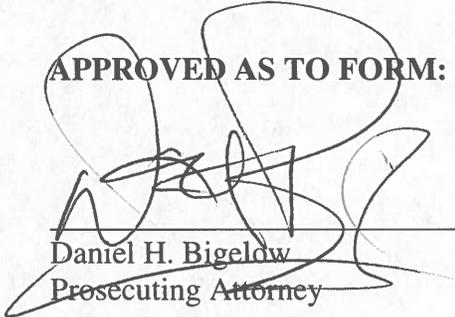
Date: _____

Date: _____

APPROVED AS TO FORM:

APPROVED AS TO FORM:

Fred Johnson
Attorney for the Town



Daniel H. Bigelow
Prosecuting Attorney

ATTEST:

Elizabeth Johnson
Clerk of the Board of County
Commissioners

Cover Page

BOARD OF WAHAKIACUM COUNTY COMMISSIONERS

Meeting Date: February 3rd, 2026
Presenter: Patty Dursteler

Subject	WSDA Health & Safety Grants K6438 Youth Building Doors, \$28,351.40 K6439 Arena Groomer, \$7,485.87
Background Information	The fair applied for two Health & Safety grants in October of 2025. We received both grants (K6438 for \$28,351.40 and K6439 \$7,485.87)
Recommendation	Approve the grants
Alternatives	Lose grants
Financial Impact	K6438 for \$28,351.40 K6439 for \$7,485.87
Funds Available	WSDA Health and Safety Grant
Action (Motion)	Move to approve of the two Grant Agreements with the Washington State Department of Agriculture Fairs Program, K6438 and K6439.

GRANT AGREEMENT FACE SHEET

Agreement Number: K6439

Washington State Department of Agriculture FAIRS PROGRAM CAPITAL PROJECT GRANTS

1. Grantee Wahkiakum County PO Box 85 Cathlamet, WA 98612		2. Fair Facility Wahkiakum County Fair 16 Fairgrounds Road Skamokawa, WA 98647	
3. Grantee Representative Patty Dursteler, Fair Manager Phone: 360-795-3480 Email: wahkiakumfair@gmail.com PO Box 1 Skamokawa, WA 98647		4. WSDA Representative Anne Almonte, Fairs Program Administrator Phone: (360) 902-2043 Email: fairs@agr.wa.gov 1111 Washington Street SE PO Box 42560 Olympia, WA 98504-2560	
5. Grant Amount \$7,485.87		6. Grant Start Date Upon Final Signature	7. Grant End Date May 31, 2027
8. Biennium: 2025-2027		9. Project Must Be Completed By May 31, 2027	
10. Tax ID # 91-6001377	11. Statewide Vendor # 1235-07	12. UBI # 351 000 421	
13. Grant Purpose WSDA and Grantee have entered into this Agreement to provide funding for a capital improvement project to make health or safety improvements to agricultural fairgrounds or fair facilities in order to benefit participants and the fair-going public pursuant to RCW 15.76.165. Grantee will use grant funding to purchase an arena groomer, as further described in Section 4 of the Terms and Conditions.			
WSDA and Grantee agree to the terms of this Agreement as set forth in this Grant Agreement Face Sheet, the Terms and Conditions, and the following documents incorporated by reference: Attachment I: Grantee's Application for Capital Improvement Grant Funds; Attachment II: Certification of Non-State Matching Funds and Value of In-Kind Services to Complete Project. This Agreement governs the rights and obligations of both parties to this Agreement, which is executed on the date below to start as of the date and year last written below.			
FOR THE GRANTEE By signing this agreement, I bind the Grantee to this Agreement and certify that I am authorized to do so.		FOR THE WASHINGTON STATE DEPARTMENT OF AGRICULTURE	
_____ Dan Cothern County Commissioner, Chair		_____ Hannah Mosley-Gonzales Administrative Regulations Manager	
_____ Date		_____ Date	
x Additional signatures on next page Check box if true		TEMPLATE APPROVED AS TO FORM <u>Steve Scheele, Assistant Attorney General, on 7/3/2025</u>	

APPROVED AS TO LEGAL FORM ONLY BY:

Dan Bigelow
Wahkiakum County Attorney

Date

TERMS AND CONDITIONS

Washington State Department of Agriculture Fairs Program CAPITAL PROJECT GRANT

1. DEFINITIONS

The following definitions apply throughout this Agreement.

“Agreement” means this Capital Project Grant Agreement, specifically the Grant Agreement Face Sheet, the Terms and Conditions, and all documents incorporated by reference including Attachment I: Grantee’s Application for Capital Improvement Grant Funds, Attachment II: Certification of Non-State Matching Funds and Value of In-Kind Services to Complete Project.

“Capital Project” and “Project” mean the capital improvement project described in Section 4.

“Fair Facility” means the agricultural fairgrounds or fair facility owned by the Grantee and located at the address shown for the Fair Facility on the Grant Agreement Face Sheet.

“Grant Amount” means the total amount of funding under this Agreement, as set forth on the Grant Agreement Face Sheet.

“Grantee” means the entity identified as the Grantee on the Grant Agreement Face Sheet, who is a Party to the Agreement, and includes all employees and agents of the Grantee.

“WSDA” means the Washington State Department of Agriculture, who is a Party to the Agreement.

2. AUTHORITY AND PURPOSE

Acting under the authority of RCW 15.76.165, WSDA has awarded the Grantee funding under this Agreement to undertake a capital improvement project to make health or safety improvements to agricultural fairgrounds or fair facilities in order to benefit participants and the fair-going public. Grantee will undertake, by whatever legal means, to construct, install, build, or otherwise cause the completion of the Capital Project at the Fair Facility. Grantee must perform all Project activities in accordance with this Agreement’s terms and conditions and all applicable federal, state, and local laws and ordinances, which by this reference are incorporated into this Agreement as though set forth fully herein.

3. FUNDING

WSDA shall pay an amount not to exceed the awarded Grant Amount for the eligible costs necessary for or incidental to the performance of work as set forth for the Capital Project.

4. CAPITAL PROJECT

Grantee must use the funding awarded by WSDA under this Agreement solely for the capital improvement project set forth in Attachment I: Grantee’s Application for Capital Improvement Grant Funds, which includes purchasing an arena groomer.

5. COMMUNITY BENEFITS

In consideration for the funding under this Agreement, Grantee agrees to provide the following community benefits.

- a. Use of the Capital Project in the course of holding an agricultural fair as defined by RCW 15.76.110.
- b. If charging admission fees for the agricultural fair(s), a charge to the general public that is reasonable and consistent with the standard fees charged at other public agricultural fairs and, to the extent possible, discount or free admission to special populations such as military families, foster families, student groups, seniors, babies, and toddlers.
- c. Access to the Fair Facility and its exhibits and programs to persons of differing abilities.
- d. Where possible, availability of the Fair Facility for rental at reasonable or discounted cost for educational or public programs benefitting the public.

- e. Space for charity and other nonprofit community organizations to conduct fundraising or educational activities.
- f. Support other local groups and programs in promoting the welfare of farm people and rural living including the exhibition of livestock and agricultural produce of all kinds, and exhibition of related arts and manufactures including products of the farm home, and exhibition of educational contests, displays, and demonstrations designed to train youth.

6. CHANGE OF OWNERSHIP OR USE

- a. Grantee understands and agrees that Grantee must hold and use all real property and facilities acquired, constructed, improved, or rehabilitated with Grant funds for a period of at least three (3) years following termination or expiration of this Agreement for the express purpose(s) of the Capital Project and the Community Benefits under Section 5 ("Commitment Period").
- b. If the Grantee is found to be out of compliance with this section, the Grantee must repay to the state general fund the amount of the grant and interest as provided in the Recapture provision, Section 17.

7. CERTIFICATION OF NON-STATE MATCHING FUNDS OR IN-KIND SERVICES

- a. The release of state funds under this Agreement is contingent upon the Grantee certifying that it has expended or has access to non-state matching funds or in-kind services from other sources as set forth in Attachment II: Certification of Non-State Matching Funds and In-Kind Services to Complete the Project to complete all construction and activities identified for the Capital Project.
- b. Grantee shall maintain records sufficient to evidence that it has access to or has expended funds from such sources, and shall make such records available for WSDA's review upon request.

8. PROJECT EXPENDITURES ELIGIBLE FOR REIMBURSEMENT

WSDA will make payments to the Grantee on a reimbursement basis only. For the purposes of this Agreement, eligible costs are construed to mean costs incurred and paid by the Grantee. Only costs incurred between (1) the grant start date and (2) the grant end date, as shown in the Grant Agreement Face Sheet, and timely invoiced are eligible for reimbursement under this Agreement. No final invoice voucher is eligible for reimbursement unless it is submitted at the same time as or after submittal of the Certified Project Completion Report in Section 11.

Grantee must not request reimbursement for services and expenses that Grantee has charged or will charge to the state of Washington or any other party under any other contract or agreement. WSDA is not liable for payment of such charges.

Disallowed Costs: The Grantee is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its subcontractors.

9. BILLING PROCEDURES AND PAYMENT

- a. WSDA will reimburse Grantee for eligible project expenditures up to the maximum payable under this Agreement. Grantee must submit a signed and completed Invoice Voucher (Form A-19), referencing the project activity performed, and any appropriate documentation. The Invoice Voucher must be certified by an official of the Grantee with authority to bind the Grantee.
- b. Grantee may submit a single Invoice Voucher for the full grant amount or no-more-than-monthly periodic Invoice Vouchers. WSDA will reimburse no more than seventy-five percent (75%) of the grant amount until all project activities are complete and the Grantee submits a complete Certified Project Completion Report as required by Section 11.
- c. Each Invoice Voucher must be accompanied by a Project Status Report, which describes, in narrative form, the progress made on the project since the last invoice was submitted, as well as a report of project status to date, and all receipts associated with work described in the Project Status Report. WSDA will not release payment for any reimbursement request without receiving a Project Status Report.
- d. The Grantee shall submit all Invoice Vouchers and any required documentation to the WSDA Representative listed on the Face Sheet. Required documentation must include required reports, receipts, invoices, and proof of payment. Acceptable forms of proof of payment include cleared checks (front and back), local government general ledger reports, bank records, or zero balance receipts.
- e. WSDA will process reimbursement after approving the Invoice Voucher and Project Status Report.
- f. Payment shall be considered timely if made by WSDA within thirty (30) calendar days after receipt of properly completed invoices.

- g. Grantee must submit an annual invoice for all work completed during each state fiscal year where there are any Project invoices that the Grantee has not yet submitted for reimbursement. This includes submitting an invoice voucher by July 15, 2026 for all activity July 1, 2025 through June 30, 2026 and submitting the final invoice voucher no later than July 15, 2027 for all activity July 1, 2026 through June 30, 2027. Unless the Legislature has re-appropriated the funding, WSDA will not make payment on vouchers submitted after July 15, 2027.

10. QUARTERLY REPORTS

- a. Grantee shall submit quarterly reports to WSDA by the due date on each report form.
- b. By December 31, 2026, Grantee must affirm in writing that the project will be completed by May 31, 2027, unless Grantee has prior submitted a Certified Project Completion Report.
- c. The Grantee shall furnish WSDA with other reports as WSDA may require.
- d. Failure to file reports as requested may result in termination of this Agreement.

11. CERTIFIED PROJECT COMPLETION REPORT

The Grantee shall complete a Certified Project Completion Report when the Capital Project is complete. The report must include:

- a. A certified statement that the Capital Project is complete and, if applicable, meets required standards.
- b. Before and after photographs, either hard copy or electronic, of the Fair Facility showing the Capital Project.
- c. A certified statement of the actual dollar amounts spent, from all funding sources, in completing the Capital Project. This includes the value of in-kind services performed.
- d. Certification that all costs associated with the project have been incurred and accounted for. Costs are incurred when goods and services are received and/or Agreement work is performed.
- e. Certification that Grantee is and will continue to provide Community Benefits set forth in Section 5.
- f. A final invoice voucher for the remaining eligible funds, unless Grantee intends to submit the final invoice voucher after submitting the project completion report.

12. LACK OF ADEQUATE PROGRESS

Grantee's inability to affirm by December 31, 2026, that the project will be complete by May 31, 2027, is a basis for WSDA to terminate the Agreement in whole or in part for cause as provided in Section 28. At WSDA's discretion, the parties may modify this Agreement in lieu of termination.

13. EVALUATION AND MONITORING

- a. The Grantee shall cooperate with and freely participate in any monitoring or evaluation activities conducted by WSDA, including site inspections, if requested.
- b. If requested by WSDA, Grantee must provide photographs, either hard copy or electronically, which visually depict the progress made on the project.
- c. WSDA or the State Auditor and any of their representatives shall have full access to and the right to examine all of the Grantee's records with respect to all matters covered in this Agreement. 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, payrolls, and records of matters covered by this Agreement at no cost. Such rights last for six (6) years from the date final payment is made.

14. SIGNAGE, MARKERS, AND PUBLICATIONS

If, during the period covered by this Agreement, the Grantee displays or circulates any communication, publication, or donor recognition identifying the financial participants in the project, any such communication or publication must identify "The State of Washington" and "The Washington State Department of Agriculture – Fairs Program" as participants.

15. CODE REQUIREMENTS

All construction and rehabilitation projects must satisfy the requirements of applicable local, state, and federal building, mechanical, plumbing, fire, energy, and barrier-free codes. The Grantee must comply with the Americans with Disabilities Act of 1990, 28 C.F.R. Part 35, which provides comprehensive civil rights protection to

individuals with disabilities in the areas of employment, public accommodations, state and local government services, and telecommunications.

16. PREVAILING WAGE LAW

The project funded under this Agreement is subject to state prevailing wage law (chapter 39.12 RCW). The Grantee is advised to consult the Industrial Statistician at the Washington Department of Labor and Industries to determine the prevailing wages that must be paid. WSDA is not responsible for determining the prevailing wages applying to this project or for any prevailing wage payments that may be required by law.

17. RECAPTURE PROVISION

- a. If Grantee fails to expend state funds in accordance with state law or the provisions of this Agreement, WSDA reserves the right to recapture state funds in an amount equivalent to the principal amount of the grant plus interest. Interest is calculated at the rate of interest on state of Washington general obligation bonds issued most closely to the date of authorization of the grant.
- b. Repayment by the Grantee of state funds under this recapture provision shall occur within thirty (30) days of demand. If WSDA is required to institute proceedings to enforce this recapture provision, WSDA is entitled to its cost thereof, including reasonable attorney's fees.
- c. If Grantee fails to perform this Agreement in accordance with state laws, federal laws, and/or the provisions of this Agreement, WSDA reserves the right to recapture all funds disbursed under the Agreement, in addition to any other remedies available at law or in equity.

18. AMENDMENTS

The parties may amend this Agreement by mutual agreement. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind each of the parties.

19. SAVINGS

If funding from state or other sources is withdrawn, reduced, or limited in any way after the effective date of this Agreement and prior to normal completion, WSDA may terminate the Agreement for convenience under Section 28, without the ten (10) business days' notice requirement. In lieu of termination and at WSDA's discretion, the parties may amend the Agreement to reflect the new funding limitations and conditions.

20. NONDISCRIMINATION

- a. **Nondiscrimination Requirement.** During the term of this Agreement, Grantee, including any subcontractor, shall not discriminate on the bases enumerated at RCW 49.60.530(3). In addition, Grantee, including any subcontractor, shall give written notice of this nondiscrimination requirement to any labor organizations with which Grantee, or subcontractor, has a collective bargaining or other agreement.

The funds provided under this Agreement shall not be used to fund religious worship, exercise, or instruction. No person shall be required to participate in any religious worship, exercise, or instruction in order to have access to the facilities funded by this Agreement.
- b. **Obligation to Cooperate.** Grantee, including any subcontractor, shall cooperate and comply with any Washington State agency investigation regarding any allegation that Grantee, including any subcontractor, has engaged in discrimination prohibited by this Agreement pursuant to RCW 49.60.530(3).
- c. **Default.** Notwithstanding any provision to the contrary, WSDA may suspend Grantee, including any subcontractor, upon notice of a failure to participate and cooperate with any state agency investigation into alleged discrimination prohibited by this Agreement, pursuant to RCW 49.60.530(3). Any such suspension will remain in place until WSDA receives notification that Grantee, including any subcontractor, is cooperating with the investigating state agency. In the event Grantee, or subcontractor, is determined to have engaged in discrimination identified at RCW 49.60.530(3), WSDA may terminate this Agreement in whole or in part, and Grantee, subcontractor, or both, may be referred for debarment as provided in RCW 39.26.200. Grantee or subcontractor may be given a reasonable time in which to cure this noncompliance, including implementing conditions consistent with any court-ordered injunctive relief or settlement agreement.
- d. **Remedies for Breach.** Notwithstanding any provision to the contrary, in the event of Agreement termination or suspension for engaging in discrimination, Grantee, subcontractor, or both, shall be liable for contract damages as authorized by law including, but not limited to, any cost difference between the original Grant and the replacement or cover Grant and all administrative costs directly related to the replacement Grant, e.g., cost of the competitive bidding, mailing, advertising and staff time, which damages are distinct from any penalties imposed under Chapter 49.60, RCW. Grantee may also be required to repay grant funds pursuant to Section 17 (Recapture) of the Terms and Conditions if the Agreement is terminated based on a violation of the nondiscrimination requirement. WSDA shall have the right to deduct from any monies due to Grantee or

subcontractor, or that thereafter become due, an amount for damages Grantee or subcontractor will owe WSDA for default under this provision.

21. HISTORICAL AND CULTURAL ARTIFACTS

Prior to approval and disbursement of any funds awarded under this Agreement, Grantee shall cooperate with WSDA to complete the requirements of Governor's Executive Order 21-02 or Grantee shall complete a review under Section 106 of the National Historic Preservation Act, if applicable. **WSDA will not disburse any funds under this Agreement unless and until WSDA determines that adequate consultation has been completed as required by Executive Order 21-02. Project activities commenced prior to the completion of adequate consultation may not be reimbursed and are undertaken at Grantee's own risk.**

Grantee agrees that the Grantee is legally and financially responsible for compliance with all laws, regulations, and agreements related to the preservation of historical or cultural resources and agrees to hold harmless WSDA and the state of Washington in relation to any claim related to such historical or cultural resources discovered, disturbed, or damaged as a result of the project funded by this Agreement.

In addition to the requirements set forth in this Agreement, Grantee shall, in accordance with Governor's Executive Order 21-02 as applicable, coordinate with WSDA and the Washington State Department of Archaeology and Historic Preservation ("DAHP"), including any recommended consultation with any affected tribe(s), during Capital Project design and **prior to construction** to determine the existence of any tribal cultural resources affected by the Capital Project. Grantee agrees to avoid, minimize, or mitigate impacts to the cultural resource as a continuing prerequisite to receipt of funds under this Agreement.

The Grantee agrees that, unless the Grantee is proceeding under an approved historical and cultural monitoring plan or other memorandum of agreement, if historical or cultural artifacts are discovered during construction, the Grantee shall immediately stop construction and notify the local historical preservation officer and the state's historical preservation officer at DAHP, and the WSDA Representative identified on the Grant Agreement Face Sheet. If human remains are uncovered, the Grantee shall report the presence and location of the remains to the coroner and local enforcement immediately, then contact DAHP and the concerned tribe's cultural staff or committee.

The Grantee shall require this provision to be contained in all subcontracts for work or services for any activities associated with the Capital Project to be funded under this Agreement.

In addition to the requirements set forth in this Agreement, Grantee agrees to comply with RCW 27.44 regarding Indian Graves and Records; RCW 27.53 regarding Archaeological Sites and Resources; RCW 68.60 regarding Abandoned and Historic Cemeteries and Historic Graves; and WAC 25-48 regarding Archaeological Excavation and Removal Permits.

Completion of the requirements of Section 106 of the National Historic Preservation Act shall substitute for completion of Governor's Executive Order 21-02.

In the event that the parties find it necessary to amend the scope of the Capital Project, the Grantee may be required to re-comply with Governor's Executive Order 21-02, or Section 106 of the National Historic Preservation Act.

22. CONFLICT OF INTEREST

Grantees must maintain and comply with written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award, and administration of contracts. Grantee must comply with the following minimum requirements:

No employee, officer, or agent may participate in the selection, award, or administration of a contract supported by a grant award if he or she has a real or apparent conflict of interest. Such a conflict of interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract. The officers, employees, and agents of the Grantee may neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts and must comply with RCW 39.26.020. However, Grantee may set standards for situations in which the financial interest is not substantial or the gift is an unsolicited item of nominal value. The standards of conduct must provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the Grantee.

If the Grantee has a parent, affiliate, or subsidiary organization that is not a state or local government, or federally recognized tribe, the Grantee must also maintain written standards of conduct covering organizational conflicts of interest. Organizational conflicts of interest means that because of relationships with a parent company, affiliate,

or subsidiary organization, the grantee is unable or appears to be unable to be impartial in conducting a procurement action involving a related organization.

23. DISPUTES

Except as otherwise provided in this Grant Agreement, when a dispute arises between the parties and it cannot be resolved by direct negotiation, either party may request a dispute hearing with the Director of WSDA, who may designate a neutral person to decide the dispute.

The request for a dispute hearing must:

- a. Be in writing;
- b. State the disputed issues;
- c. State the relative positions of the parties;
- d. State the Grantee's name, address, and Grant Agreement number; and
- e. Be mailed to the Director and the other party's (respondent's) Grant Agreement Representative within 3 working days after the parties agree that they cannot resolve the dispute.

The respondent shall send a written answer to the requestor's statement to both the Director or the Director's designee and the requestor within 5 working days.

The Director or designee shall review the written statements and reply in writing to both parties within 10 working days. The Director or designee may extend this period if necessary by notifying the parties.

The decision shall not be admissible in any succeeding judicial or quasi-judicial proceeding.

The parties agree that this dispute process shall precede any action in a judicial or quasi-judicial tribunal.

Nothing in this Grant Agreement shall be construed to limit the parties' choice of a mutually acceptable alternate dispute resolution (ADR) method in addition to the dispute hearing procedure outlined above.

24. ATTORNEYS' FEES

Unless expressly permitted under another provision of this Agreement, in the event of litigation or other action brought to enforce Agreement terms, each party agrees to bear its own attorneys' fees and costs.

25. HOLD HARMLESS

- a. This Agreement is solely for the benefit of the parties and gives no right to any other entity that is not a party to this Agreement. Each party is responsible and assumes liability for its own negligent acts or omissions, or those of its officers, agents, or employees to the fullest extent required by law. In the case of negligence of more than one party, any damages allowed shall be levied in proportion to the percentage of negligence attributable to each party, and each party shall have the right to seek contribution from the other party in proportion to the percentage of negligence attributable to the other party.
- b. This indemnification clause also applies to all causes of action arising out of the performance of work activities under this Agreement. Each contract for services or activities utilizing funds provided in whole or in part by this Agreement must include a provision that WSDA and the state of Washington are not liable for damages or claims from damages arising from any subcontractor's performance or activities under the terms of the contracts.

26. INDEPENDENT CAPACITY OF GRANTEE

The Grantee and its employees or agents performing under this Agreement are not employees or agents of the state of Washington or WSDA. The Grantee will not hold itself out as or claim to be an officer or employee of WSDA or of the state of Washington by reason hereof, nor will the Grantee make any claim of right, privilege or benefit which would accrue to such officer or employee under law. Conduct and control of the work will be solely with the Grantee.

27. RECORDS MAINTENANCE

The Grantee shall maintain books, records, receipts, documents, data, and other evidence relating to this Agreement and Capital Project for a period of six (6) years following the date of final payment. At no additional cost, these records, including materials generated under the Agreement, shall be subject at all reasonable times to inspection, review, or audit by WSDA, personnel duly authorized by WSDA, the Office of the State Auditor, and federal and state officials so authorized by law, regulation, or agreement. If any litigation, claim, or audit is started

before the expiration of the six (6) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.

28. TERMINATION OR SUSPENSION

- a. For Cause: If WSDA determines the Grantee has failed to comply with the conditions of this Agreement in a timely manner, WSDA has the right to terminate this Agreement. Before terminating the Agreement, WSDA shall notify the Grantee in writing of the need to take corrective action. If corrective action is not taken within twenty (20) calendar days, WSDA may terminate the Agreement and seek recapture of funds as provided in Section 17.
- b. For Failure to Complete: If the Grantee fails to complete the Capital Project by the Project Completion Date shown on the Grant Agreement Face Page, WSDA may terminate this Agreement and seek recapture of funds as provided in Section 17.
- c. For Convenience: Except as otherwise provided in this Agreement, WSDA may terminate this Agreement, in whole or in part, after ten (10) days written notice, beginning on the second day after the mailing. If this Agreement is so terminated, WSDA shall be liable only for payment required under the terms of this Agreement for services rendered or goods delivered prior to the effective date of termination.
- d. For Fraud or Misrepresentation: In the event the Grantee commits fraud or makes any misrepresentation in connection with the grant application or during the performance of this Agreement, WSDA reserves the right to terminate this Agreement immediately or amend this Agreement accordingly and seek recapture of funds as provided in Section 17.
- e. Suspension: WSDA reserves the right to suspend all or part of the Agreement, withhold further payments, or prohibit the Grantee from incurring additional obligations of funds during investigation of an alleged compliance breach and pending corrective action by the Grantee or a decision by WSDA to terminate the Agreement.
- f. The rights and remedies of WSDA provided in this Agreement are not exclusive and are, in addition to any other rights and remedies, provided by law.

29. FRAUD AND OTHER LOSS REPORTING

Grantee shall report in writing all known or suspected fraud or other loss of any funds or other property furnished under this Agreement immediately or as soon as practicable to the WSDA Representative identified on the Grant Agreement Face Sheet.

30. ORDER OF PRECEDENCE

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

- a. Applicable federal and state of Washington statutes and regulations
- b. Grant Agreement Face Sheet
- c. Terms and Conditions
- d. Attachments

31. OWNERSHIP OF PROPERTY

WSDA makes no claim to any real property improved or constructed with funds awarded under this Agreement, does not assert, and will not acquire any ownership interest in or title to the capital facilities and/or equipment constructed or purchased with state funds under this Agreement. This provision does not extend to claims that WSDA may bring against the Grantee in recapturing funds expended in violation of this Agreement.

32. ENTIRE AGREEMENT

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

33. GOVERNING LAW AND VENUE

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

34. SEVERABILITY

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

35. SURVIVAL

The terms, conditions, and warranties contained in this Agreement that by their sense and context are intended to survive the completion of the performance, cancellation, or termination of this Grant shall so survive, including but not limited to the following sections: Capital Project, Community Benefits, Change of Ownership or Use, Evaluation and Monitoring, Recapture Provision, Hold Harmless, and Records Maintenance.

36. WAIVER

WSDA's failure to insist on strict performance of any provision in this Agreement or to exercise any right based upon a breach of any provision or the acceptance of any performance during such breach, shall not constitute a waiver of any right under this Agreement.

37. GRANT MANAGEMENT

The Representative for each of the parties shall be responsible for and shall be the contact person for all communications and billings regarding the performance of this Grant Agreement.

38. STATE PUBLIC WORKS

For work done at the cost of the State, Grantee must comply with public works statutes RCW 39.04 and RCW 39.10, apprenticeship requirements, and the State and local building codes, as applicable. If Grantee has questions about compliance, Grantee will need to visit the Washington State Department of Labor & Industries Public Works Projects website for more information.

39. REAPPROPRIATION

- a. The parties hereto understand and agree that any State funds not expended by the Grant End Date listed on the Grant Agreement Face Sheet will lapse on that date, unless the parties have executed an amendment to extend the Grant End Date prior to that date.
- b. Unless specifically reappropriated by the Washington State Legislature, State funds provided for this program lapse on June 30, 2027. If funds are reappropriated and the Grant Agreement has been amended to extend the original Grant End Date, the State's obligation under the terms of this Grant Agreement shall be contingent upon the terms of such reappropriation.
- c. In the event any funds awarded under this Grant Agreement are reappropriated for use in a future biennium, WSDA reserves the right to assign a reasonable share of any such reappropriation for administrative costs.

40. BREACHES OF OTHER STATE CONTRACTS

Grantee is expected to comply with all other contracts and grant agreements executed between Grantee and the state of Washington. A breach of any other contract or grant agreement entered into between Grantee and the state of Washington may, in WSDA's sole discretion, be deemed a breach of this Agreement.

41. PUBLIC RECORDS ACT

WSDA is a public agency subject to the Public Records Act, RCW 42.56 (PRA). Under the PRA, all materials relating to the conduct of government or the performance of any governmental or proprietary function prepared, owned, used, or retained by WSDA or its functional equivalents are considered public records. The PRA requires that public records responsive to a public records request be promptly produced unless the PRA or an "other statute" exempts such records from production. This Agreement is not intended to alter WSDA's obligations under the PRA.

42. INSURANCE

- a. Insurance Requirements for Reimbursable Activities

The Grantee must have insurance coverage that is substantially similar to the coverage described in subsection b below for all periods in which Grantee performed work for which it will seek reimbursement. The intent of the required insurance is to protect the state of Washington should there be any claims, suits, actions, costs, damages or expenses arising from any loss or negligent or intentional act or omission of the

Grantee or subgrantee/subcontractor, or agents of either, while performing under the terms of this Grant Agreement.

b. Insurance Requirements During the Term of the Grant Agreement

i. The Grantee shall provide proof to WSDA of insurance coverage that shall be maintained in full force and effect, as indicated below, and shall submit renewal certificates not less than 30 calendar days prior to expiration of each policy required under this Section:

A. **Commercial General Liability Insurance Policy.** Provide a Commercial General Liability Insurance Policy, including contractual liability, written on an occurrence basis, in adequate quantity to protect against legal liability arising out of or related to this Grant Agreement but in no less than \$1,000,000 per occurrence. Additionally, the Grantee is responsible for ensuring that any subgrantee/subcontractor provide adequate insurance coverage for the activities arising out of or related to subgrants/subcontracts (if any). Commercial General Liability Insurance coverage shall be maintained in full force and effect during the term of this Grant Agreement and throughout the Commitment Period as defined in Terms and Conditions Section 6a. This insurance must be maintained throughout the term of the Grant Agreement and the Commitment Period as defined in Terms and Conditions Section 6a.

B. **Property Insurance.** The Grantee shall keep the property insured in an amount sufficient to permit such insurance to be written at all times on a replacement cost basis. Such insurance shall cover the following hazards, as applicable:

- 1) Loss or damage by fire and such other risks;
- 2) Loss or damage from leakage or sprinkler systems now or hereafter installed in any building on the premises;
- 3) Loss or damage by explosion of steam boilers, pressure vessels, oil or gasoline storage tanks, or similar apparatus now or hereafter installed in a building or building on the premises.

This property insurance coverage must be maintained in full force and effect throughout the term of this Grant Agreement and the Commitment Period as defined in Terms and Conditions Section 6a.

C. **Professional Liability, Errors, and Omissions Insurance.** If Grantee will be providing any professional services to be reimbursed under this Grant Agreement, the Grantee shall maintain Professional Liability or Errors and Omissions Insurance with minimum limits of no less than \$1,000,000 per occurrence to cover all activities by the Grantee and licensed staff employed or under contract to the Grantee. The state of Washington, the Washington State Department of Agriculture, its agents, officers, and employees need not be named as additional insureds under this policy. This insurance must be maintained throughout the Commitment Period as defined in Terms and Conditions Section 6a. Grantee shall require that any subgrantees/subcontractors providing professional services that are reimbursable under this Grant Agreement maintain Professional Liability or Errors and Omissions Insurance at the coverage levels set forth in this subsection.

D. **Fidelity Insurance.** Every officer, director, employee, or agent who is authorized to act on behalf of the Grantee for the purpose of receiving or depositing funds into program accounts or issuing financial documents, checks, or other instruments of payment for program costs shall be insured to provide protection against loss where:

- 1) The amount of fidelity coverage secured pursuant to this Grant Agreement shall be \$2,000,000 or the highest of planned reimbursement for the Grant Agreement period, whichever is lower. Fidelity insurance secured pursuant to this paragraph shall name the state of Washington, the Washington State Department of Agriculture, its agents, officers, and employees as beneficiary.
- 2) Subgrantees/subcontractors that receive \$10,000 or more per year in funding through this Grant Agreement shall secure fidelity insurance as noted above. Fidelity insurance secured by subgrantees/subcontractors pursuant to this paragraph shall name the Grantee and the Grantee's fiscal agent (if any) as beneficiary.
- 3) Fidelity Insurance coverage shall be maintained in full force and effect from the start date of this Grant Agreement until Grantee has submitted a Certified Project Completion Report, subject to the following: Fidelity Insurance must be issued on either (a) a "loss sustained" basis; or (b) if issued on a "loss-discovered" basis, provide coverage for at least 6 months following the date of WSDA's receipt of the Certified Project Completion Report.

- ii. The insurance required shall be issued by an insurance company authorized to do business within the State of Washington. Except as otherwise set forth in this Section, each insurance policy shall name “the State of Washington the Department of Agriculture, its agents, officers, and employees” as additional insureds on all policies. All policies shall be primary to any other valid and collectable insurance. The Grantee shall instruct the insurers to give WSDA 30 calendar days’ advance notice of any insurance cancellation or modification.
- iii. The Grantee shall submit to WSDA within 15 calendar days of the Grant Agreement start date, a certificate of insurance which outlines the coverage and limits defined in this insurance section including, without limitation, the type of insurance coverage under the policy, the designated beneficiary, who is covered, the amounts, the period of coverage, and that WSDA will be provided 30 days’ advance written notice of cancellation. During the term of the Grant Agreement, the Grantee shall submit renewal certificates not less than 30 calendar days prior to expiration of each policy required under this Section. Additionally, Grantee shall provide copies of insurance instruments or certifications at WSDA’s request and until six month after WSDA has received a Closeout Certification Form from Grantee. Copies of such insurance instruments and certifications will be provided within 15 calendar days of WSDA’s request unless otherwise agreed to by the parties.
- iv. Grantees and Local Governments that Participate in a Self-Insurance Program.

Self-Insured/Liability Pool or Self-Insured Risk Management Program – With prior approval from WSDA, the Grantee may provide the coverage above under a self-insured/liability pool or self-insured risk management program. In order to obtain permission from WSDA, the Grantee shall provide: (1) a description of its self-insurance program, and (2) a certificate and/or letter of coverage that outlines coverage limits and deductibles. All self-insured risk management programs or self-insured/liability pool financial reports must comply with Generally Accepted Accounting Principles (GAAP) and adhere to accounting standards promulgated by: 1) Governmental Accounting Standards Board (GASB), 2) Financial Accounting Standards Board (FASB), and 3) the Washington State Auditor’s annual instructions for financial reporting. Grantee’s participating in joint risk pools shall maintain sufficient documentation to support the aggregate Claim liability information reported on the balance sheet. The state of Washington, the Washington State Department of Agriculture, its agents, and employees need not be named as additional insured under a self-insured property/liability pool, if the pool is prohibited from naming third parties as additional insured.

Grantee shall provide annually to WSDA a summary of coverages and a letter of self- insurance, evidencing continued coverage under Grantee’s self-insured/liability pool or self-insured risk management program. Such annual summary of coverage and letter of self-insurance will be provided on the anniversary of the start date of this Grant Agreement.

43. MODIFICATION TO THE PROJECT BUDGET

- a. Notwithstanding any other provision of this Grant Agreement, the Grantee may, at its discretion, make modifications to line items in Attachment II (Certification of Non-State Matching Funds and Value of In-Kind Services to Complete the Project) that will not change the line item by more than 15%.
- b. The Grantee shall notify WSDA in writing (by email or regular mail) when proposing any budget modification or modifications to a line item in Attachment II (Certification of Non-State Matching Funds and Value of In-Kind Services to Complete the Project) that would change the line item by more than 15%. Conversely, WSDA may initiate the budget modification approval process if presented with a request for payment under this Grant Agreement that would cause one or more budget line items to exceed the 15% threshold change described above.
- c. Any such budget modification or modifications as described above shall require the written approval of WSDA (by email or regular mail), and such written approval shall amend the Certification of Non-State Matching Funds and Value of In-Kind Services to Complete the Project. Each party to this Grant Agreement will retain and make any and all documents related to such budget modifications a part of their respective Grant Agreement file.
- d. Nothing in this Section shall be construed to permit an increase in the amount of funds available for the Project, as set forth in the Grant Agreement Face Sheet Section 5 (Grant Amount) of this Grant Agreement.

ATTACHMENT I:
Grantee's Application for Capital Improvement Grant Funds

**ATTACHMENT II:
 Certification of Non-State Matching Funds and Value of In-Kind Services to
 Complete the Project**

**Washington State Department of Agriculture: Fair Capital Grants
 Grantee: Wahkiakum County
 Agreement Number: K6439**

Type of Funding	Source Description	Amount
Grant	Washington State Department of Agriculture	\$7,485.87
Other Grants		
Grant #1		
Grant #2		
Total Other Grants		
Other Monetary Sources		
Source #1		
Source #2		
Total Other Sources		
Estimated Value of In-Kind Services		
Source #1		
Source #2		
Total Value of In-Kind		
Total Project Funding		\$7,485.87

CERTIFICATION PERFORMANCE MEASURE

The Grantee, by its signature, certifies that non-state matching funds and in-kind services from sources other than those provided by this Agreement and identified above are fully expended or committed, or both, in an amount sufficient to complete the project, or a distinct phase of the project that is useable to the public, and that the funding will be used for the purpose as described elsewhere in this Agreement, as of the date and year written below.

The Grantee shall maintain records sufficient to evidence that it has expended or has access to the funds needed to complete the Capital Project and shall make such records available for WSDA's review upon request.

 Dan Cothorn
 County Commissioner, Chair

 DATE

APPROVED AS TO LEGAL FORM ONLY BY:

Dan Bigelow
Wahkiakum County Attorney

Date

GRANT AGREEMENT FACE SHEET

Agreement Number: K6438

Washington State Department of Agriculture FAIRS PROGRAM CAPITAL PROJECT GRANTS

1. Grantee Wahkiakum County PO Box 85 Cathlamet, WA 98612		2. Fair Facility Wahkiakum County Fair 16 Fairgrounds Road Skamokawa, WA 98647	
3. Grantee Representative Patty Dursteler, Fair Manager Phone: 360-795-3480 Email: wahkiakumfair@gmail.com PO Box 1 Skamokawa, WA 98647		4. WSDA Representative Anne Almonte, Fairs Program Administrator Phone: (360) 902-2043 Email: fairs@agr.wa.gov 1111 Washington Street SE PO Box 42560 Olympia, WA 98504-2560	
5. Grant Amount \$28,351.40		6. Grant Start Date Upon Final Signature	7. Grant End Date May 31, 2027
8. Biennium: 2025-2027		9. Project Must Be Completed By May 31, 2027	
10. Tax ID # 91-6001377	11. Statewide Vendor # 1235-07	12. UBI # 351 000 421	
13. Grant Purpose WSDA and Grantee have entered into this Agreement to provide funding for a capital improvement project to make health or safety improvements to agricultural fairgrounds or fair facilities in order to benefit participants and the fair-going public pursuant to RCW 15.76.165. Grantee will use grant funding to purchase and replace doors and tables in the Youth Building, as further described in Section 4 of the Terms and Conditions.			
WSDA and Grantee agree to the terms of this Agreement as set forth in this Grant Agreement Face Sheet, the Terms and Conditions, and the following documents incorporated by reference: Attachment I: Grantee's Application for Capital Improvement Grant Funds; Attachment II: Certification of Non-State Matching Funds and Value of In-Kind Services to Complete Project. This Agreement governs the rights and obligations of both parties to this Agreement, which is executed on the date below to start as of the date and year last written below.			
FOR THE GRANTEE By signing this agreement, I bind the Grantee to this Agreement and certify that I am authorized to do so.		FOR THE WASHINGTON STATE DEPARTMENT OF AGRICULTURE	
_____ Dan Cothorn County Commissioner, Chair		_____ Hannah Mosley-Gonzales Administrative Regulations Manager	
_____ Date		_____ Date	
x Additional signatures on next page Check box if true		TEMPLATE APPROVED AS TO FORM <u>Steve Scheele, Assistant Attorney General, on 7/3/2025</u>	

APPROVED AS TO LEGAL FORM ONLY BY:

Dan Bigelow
Wahkiakum County Attorney

Date

TERMS AND CONDITIONS

Washington State Department of Agriculture Fairs Program CAPITAL PROJECT GRANT

1. DEFINITIONS

The following definitions apply throughout this Agreement.

“Agreement” means this Capital Project Grant Agreement, specifically the Grant Agreement Face Sheet, the Terms and Conditions, and all documents incorporated by reference including Attachment I: Grantee’s Application for Capital Improvement Grant Funds, Attachment II: Certification of Non-State Matching Funds and Value of In-Kind Services to Complete Project.

“Capital Project” and “Project” mean the capital improvement project described in Section 4.

“Fair Facility” means the agricultural fairgrounds or fair facility owned by the Grantee and located at the address shown for the Fair Facility on the Grant Agreement Face Sheet.

“Grant Amount” means the total amount of funding under this Agreement, as set forth on the Grant Agreement Face Sheet.

“Grantee” means the entity identified as the Grantee on the Grant Agreement Face Sheet, who is a Party to the Agreement, and includes all employees and agents of the Grantee.

“WSDA” means the Washington State Department of Agriculture, who is a Party to the Agreement.

2. AUTHORITY AND PURPOSE

Acting under the authority of RCW 15.76.165, WSDA has awarded the Grantee funding under this Agreement to undertake a capital improvement project to make health or safety improvements to agricultural fairgrounds or fair facilities in order to benefit participants and the fair-going public. Grantee will undertake, by whatever legal means, to construct, install, build, or otherwise cause the completion of the Capital Project at the Fair Facility. Grantee must perform all Project activities in accordance with this Agreement’s terms and conditions and all applicable federal, state, and local laws and ordinances, which by this reference are incorporated into this Agreement as though set forth fully herein.

3. FUNDING

WSDA shall pay an amount not to exceed the awarded Grant Amount for the eligible costs necessary for or incidental to the performance of work as set forth for the Capital Project.

4. CAPITAL PROJECT

Grantee must use the funding awarded by WSDA under this Agreement solely for the capital improvement project set forth in Attachment I: Grantee’s Application for Capital Improvement Grant Funds, which includes purchasing and replacing doors and tables in the Youth Building.

5. COMMUNITY BENEFITS

In consideration for the funding under this Agreement, Grantee agrees to provide the following community benefits.

- a. Use of the Capital Project in the course of holding an agricultural fair as defined by RCW 15.76.110.
- b. If charging admission fees for the agricultural fair(s), a charge to the general public that is reasonable and consistent with the standard fees charged at other public agricultural fairs and, to the extent possible, discount or free admission to special populations such as military families, foster families, student groups, seniors, babies, and toddlers.
- c. Access to the Fair Facility and its exhibits and programs to persons of differing abilities.
- d. Where possible, availability of the Fair Facility for rental at reasonable or discounted cost for educational or public programs benefitting the public.

- e. Space for charity and other nonprofit community organizations to conduct fundraising or educational activities.
- f. Support other local groups and programs in promoting the welfare of farm people and rural living including the exhibition of livestock and agricultural produce of all kinds, and exhibition of related arts and manufactures including products of the farm home, and exhibition of educational contests, displays, and demonstrations designed to train youth.

6. CHANGE OF OWNERSHIP OR USE

- a. Grantee understands and agrees that Grantee must hold and use all real property and facilities acquired, constructed, improved, or rehabilitated with Grant funds for a period of at least three (3) years following termination or expiration of this Agreement for the express purpose(s) of the Capital Project and the Community Benefits under Section 5 ("Commitment Period").
- b. If the Grantee is found to be out of compliance with this section, the Grantee must repay to the state general fund the amount of the grant and interest as provided in the Recapture provision, Section 17.

7. CERTIFICATION OF NON-STATE MATCHING FUNDS OR IN-KIND SERVICES

- a. The release of state funds under this Agreement is contingent upon the Grantee certifying that it has expended or has access to non-state matching funds or in-kind services from other sources as set forth in Attachment II: Certification of Non-State Matching Funds and In-Kind Services to Complete the Project to complete all construction and activities identified for the Capital Project.
- b. Grantee shall maintain records sufficient to evidence that it has access to or has expended funds from such sources, and shall make such records available for WSDA's review upon request.

8. PROJECT EXPENDITURES ELIGIBLE FOR REIMBURSEMENT

WSDA will make payments to the Grantee on a reimbursement basis only. For the purposes of this Agreement, eligible costs are construed to mean costs incurred and paid by the Grantee. Only costs incurred between (1) the grant start date and (2) the grant end date, as shown in the Grant Agreement Face Sheet, and timely invoiced are eligible for reimbursement under this Agreement. No final invoice voucher is eligible for reimbursement unless it is submitted at the same time as or after submittal of the Certified Project Completion Report in Section 11.

Grantee must not request reimbursement for services and expenses that Grantee has charged or will charge to the state of Washington or any other party under any other contract or agreement. WSDA is not liable for payment of such charges.

Disallowed Costs: The Grantee is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its subcontractors.

9. BILLING PROCEDURES AND PAYMENT

- a. WSDA will reimburse Grantee for eligible project expenditures up to the maximum payable under this Agreement. Grantee must submit a signed and completed Invoice Voucher (Form A-19), referencing the project activity performed, and any appropriate documentation. The Invoice Voucher must be certified by an official of the Grantee with authority to bind the Grantee.
- b. Grantee may submit a single Invoice Voucher for the full grant amount or no-more-than-monthly periodic Invoice Vouchers. WSDA will reimburse no more than seventy-five percent (75%) of the grant amount until all project activities are complete and the Grantee submits a complete Certified Project Completion Report as required by Section 11.
- c. Each Invoice Voucher must be accompanied by a Project Status Report, which describes, in narrative form, the progress made on the project since the last invoice was submitted, as well as a report of project status to date, and all receipts associated with work described in the Project Status Report. WSDA will not release payment for any reimbursement request without receiving a Project Status Report.
- d. The Grantee shall submit all Invoice Vouchers and any required documentation to the WSDA Representative listed on the Face Sheet. Required documentation must include required reports, receipts, invoices, and proof of payment. Acceptable forms of proof of payment include cleared checks (front and back), local government general ledger reports, bank records, or zero balance receipts.
- e. WSDA will process reimbursement after approving the Invoice Voucher and Project Status Report.
- f. Payment shall be considered timely if made by WSDA within thirty (30) calendar days after receipt of properly completed invoices.

- g. Grantee must submit an annual invoice for all work completed during each state fiscal year where there are any Project invoices that the Grantee has not yet submitted for reimbursement. This includes submitting an invoice voucher by July 15, 2026 for all activity July 1, 2025 through June 30, 2026 and submitting the final invoice voucher no later than July 15, 2027 for all activity July 1, 2026 through June 30, 2027. Unless the Legislature has re-appropriated the funding, WSDA will not make payment on vouchers submitted after July 15, 2027.

10. QUARTERLY REPORTS

- a. Grantee shall submit quarterly reports to WSDA by the due date on each report form.
- b. By December 31, 2026, Grantee must affirm in writing that the project will be completed by May 31, 2027, unless Grantee has prior submitted a Certified Project Completion Report.
- c. The Grantee shall furnish WSDA with other reports as WSDA may require.
- d. Failure to file reports as requested may result in termination of this Agreement.

11. CERTIFIED PROJECT COMPLETION REPORT

The Grantee shall complete a Certified Project Completion Report when the Capital Project is complete. The report must include:

- a. A certified statement that the Capital Project is complete and, if applicable, meets required standards.
- b. Before and after photographs, either hard copy or electronic, of the Fair Facility showing the Capital Project.
- c. A certified statement of the actual dollar amounts spent, from all funding sources, in completing the Capital Project. This includes the value of in-kind services performed.
- d. Certification that all costs associated with the project have been incurred and accounted for. Costs are incurred when goods and services are received and/or Agreement work is performed.
- e. Certification that Grantee is and will continue to provide Community Benefits set forth in Section 5.
- f. A final invoice voucher for the remaining eligible funds, unless Grantee intends to submit the final invoice voucher after submitting the project completion report.

12. LACK OF ADEQUATE PROGRESS

Grantee's inability to affirm by December 31, 2026, that the project will be complete by May 31, 2027, is a basis for WSDA to terminate the Agreement in whole or in part for cause as provided in Section 28. At WSDA's discretion, the parties may modify this Agreement in lieu of termination.

13. EVALUATION AND MONITORING

- a. The Grantee shall cooperate with and freely participate in any monitoring or evaluation activities conducted by WSDA, including site inspections, if requested.
- b. If requested by WSDA, Grantee must provide photographs, either hard copy or electronically, which visually depict the progress made on the project.
- c. WSDA or the State Auditor and any of their representatives shall have full access to and the right to examine all of the Grantee's records with respect to all matters covered in this Agreement. 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, payrolls, and records of matters covered by this Agreement at no cost. Such rights last for six (6) years from the date final payment is made.

14. SIGNAGE, MARKERS, AND PUBLICATIONS

If, during the period covered by this Agreement, the Grantee displays or circulates any communication, publication, or donor recognition identifying the financial participants in the project, any such communication or publication must identify "The State of Washington" and "The Washington State Department of Agriculture – Fairs Program" as participants.

15. CODE REQUIREMENTS

All construction and rehabilitation projects must satisfy the requirements of applicable local, state, and federal building, mechanical, plumbing, fire, energy, and barrier-free codes. The Grantee must comply with the Americans with Disabilities Act of 1990, 28 C.F.R. Part 35, which provides comprehensive civil rights protection to

individuals with disabilities in the areas of employment, public accommodations, state and local government services, and telecommunications.

16. PREVAILING WAGE LAW

The project funded under this Agreement is subject to state prevailing wage law (chapter 39.12 RCW). The Grantee is advised to consult the Industrial Statistician at the Washington Department of Labor and Industries to determine the prevailing wages that must be paid. WSDA is not responsible for determining the prevailing wages applying to this project or for any prevailing wage payments that may be required by law.

17. RECAPTURE PROVISION

- a. If Grantee fails to expend state funds in accordance with state law or the provisions of this Agreement, WSDA reserves the right to recapture state funds in an amount equivalent to the principal amount of the grant plus interest. Interest is calculated at the rate of interest on state of Washington general obligation bonds issued most closely to the date of authorization of the grant.
- b. Repayment by the Grantee of state funds under this recapture provision shall occur within thirty (30) days of demand. If WSDA is required to institute proceedings to enforce this recapture provision, WSDA is entitled to its cost thereof, including reasonable attorney's fees.
- c. If Grantee fails to perform this Agreement in accordance with state laws, federal laws, and/or the provisions of this Agreement, WSDA reserves the right to recapture all funds disbursed under the Agreement, in addition to any other remedies available at law or in equity.

18. AMENDMENTS

The parties may amend this Agreement by mutual agreement. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind each of the parties.

19. SAVINGS

If funding from state or other sources is withdrawn, reduced, or limited in any way after the effective date of this Agreement and prior to normal completion, WSDA may terminate the Agreement for convenience under Section 28, without the ten (10) business days' notice requirement. In lieu of termination and at WSDA's discretion, the parties may amend the Agreement to reflect the new funding limitations and conditions.

20. NONDISCRIMINATION

- a. **Nondiscrimination Requirement.** During the term of this Agreement, Grantee, including any subcontractor, shall not discriminate on the bases enumerated at RCW 49.60.530(3). In addition, Grantee, including any subcontractor, shall give written notice of this nondiscrimination requirement to any labor organizations with which Grantee, or subcontractor, has a collective bargaining or other agreement.

The funds provided under this Agreement shall not be used to fund religious worship, exercise, or instruction. No person shall be required to participate in any religious worship, exercise, or instruction in order to have access to the facilities funded by this Agreement.
- b. **Obligation to Cooperate.** Grantee, including any subcontractor, shall cooperate and comply with any Washington State agency investigation regarding any allegation that Grantee, including any subcontractor, has engaged in discrimination prohibited by this Agreement pursuant to RCW 49.60.530(3).
- c. **Default.** Notwithstanding any provision to the contrary, WSDA may suspend Grantee, including any subcontractor, upon notice of a failure to participate and cooperate with any state agency investigation into alleged discrimination prohibited by this Agreement, pursuant to RCW 49.60.530(3). Any such suspension will remain in place until WSDA receives notification that Grantee, including any subcontractor, is cooperating with the investigating state agency. In the event Grantee, or subcontractor, is determined to have engaged in discrimination identified at RCW 49.60.530(3), WSDA may terminate this Agreement in whole or in part, and Grantee, subcontractor, or both, may be referred for debarment as provided in RCW 39.26.200. Grantee or subcontractor may be given a reasonable time in which to cure this noncompliance, including implementing conditions consistent with any court-ordered injunctive relief or settlement agreement.
- d. **Remedies for Breach.** Notwithstanding any provision to the contrary, in the event of Agreement termination or suspension for engaging in discrimination, Grantee, subcontractor, or both, shall be liable for contract damages as authorized by law including, but not limited to, any cost difference between the original Grant and the replacement or cover Grant and all administrative costs directly related to the replacement Grant, e.g., cost of the competitive bidding, mailing, advertising and staff time, which damages are distinct from any penalties imposed under Chapter 49.60, RCW. Grantee may also be required to repay grant funds pursuant to Section 17 (Recapture) of the Terms and Conditions if the Agreement is terminated based on a violation of the nondiscrimination requirement. WSDA shall have the right to deduct from any monies due to Grantee or

subcontractor, or that thereafter become due, an amount for damages Grantee or subcontractor will owe WSDA for default under this provision.

21. HISTORICAL AND CULTURAL ARTIFACTS

Prior to approval and disbursement of any funds awarded under this Agreement, Grantee shall cooperate with WSDA to complete the requirements of Governor's Executive Order 21-02 or Grantee shall complete a review under Section 106 of the National Historic Preservation Act, if applicable. **WSDA will not disburse any funds under this Agreement unless and until WSDA determines that adequate consultation has been completed as required by Executive Order 21-02. Project activities commenced prior to the completion of adequate consultation may not be reimbursed and are undertaken at Grantee's own risk.**

Grantee agrees that the Grantee is legally and financially responsible for compliance with all laws, regulations, and agreements related to the preservation of historical or cultural resources and agrees to hold harmless WSDA and the state of Washington in relation to any claim related to such historical or cultural resources discovered, disturbed, or damaged as a result of the project funded by this Agreement.

In addition to the requirements set forth in this Agreement, Grantee shall, in accordance with Governor's Executive Order 21-02 as applicable, coordinate with WSDA and the Washington State Department of Archaeology and Historic Preservation ("DAHP"), including any recommended consultation with any affected tribe(s), during Capital Project design and **prior to construction** to determine the existence of any tribal cultural resources affected by the Capital Project. Grantee agrees to avoid, minimize, or mitigate impacts to the cultural resource as a continuing prerequisite to receipt of funds under this Agreement.

The Grantee agrees that, unless the Grantee is proceeding under an approved historical and cultural monitoring plan or other memorandum of agreement, if historical or cultural artifacts are discovered during construction, the Grantee shall immediately stop construction and notify the local historical preservation officer and the state's historical preservation officer at DAHP, and the WSDA Representative identified on the Grant Agreement Face Sheet. If human remains are uncovered, the Grantee shall report the presence and location of the remains to the coroner and local enforcement immediately, then contact DAHP and the concerned tribe's cultural staff or committee.

The Grantee shall require this provision to be contained in all subcontracts for work or services for any activities associated with the Capital Project to be funded under this Agreement.

In addition to the requirements set forth in this Agreement, Grantee agrees to comply with RCW 27.44 regarding Indian Graves and Records; RCW 27.53 regarding Archaeological Sites and Resources; RCW 68.60 regarding Abandoned and Historic Cemeteries and Historic Graves; and WAC 25-48 regarding Archaeological Excavation and Removal Permits.

Completion of the requirements of Section 106 of the National Historic Preservation Act shall substitute for completion of Governor's Executive Order 21-02.

In the event that the parties find it necessary to amend the scope of the Capital Project, the Grantee may be required to re-comply with Governor's Executive Order 21-02, or Section 106 of the National Historic Preservation Act.

22. CONFLICT OF INTEREST

Grantees must maintain and comply with written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award, and administration of contracts. Grantee must comply with the following minimum requirements:

No employee, officer, or agent may participate in the selection, award, or administration of a contract supported by a grant award if he or she has a real or apparent conflict of interest. Such a conflict of interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract. The officers, employees, and agents of the Grantee may neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts and must comply with RCW 39.26.020. However, Grantee may set standards for situations in which the financial interest is not substantial or the gift is an unsolicited item of nominal value. The standards of conduct must provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the Grantee.

If the Grantee has a parent, affiliate, or subsidiary organization that is not a state or local government, or federally recognized tribe, the Grantee must also maintain written standards of conduct covering organizational conflicts of interest. Organizational conflicts of interest means that because of relationships with a parent company, affiliate,

or subsidiary organization, the grantee is unable or appears to be unable to be impartial in conducting a procurement action involving a related organization.

23. DISPUTES

Except as otherwise provided in this Grant Agreement, when a dispute arises between the parties and it cannot be resolved by direct negotiation, either party may request a dispute hearing with the Director of WSDA, who may designate a neutral person to decide the dispute.

The request for a dispute hearing must:

- a. Be in writing;
- b. State the disputed issues;
- c. State the relative positions of the parties;
- d. State the Grantee's name, address, and Grant Agreement number; and
- e. Be mailed to the Director and the other party's (respondent's) Grant Agreement Representative within 3 working days after the parties agree that they cannot resolve the dispute.

The respondent shall send a written answer to the requestor's statement to both the Director or the Director's designee and the requestor within 5 working days.

The Director or designee shall review the written statements and reply in writing to both parties within 10 working days. The Director or designee may extend this period if necessary by notifying the parties.

The decision shall not be admissible in any succeeding judicial or quasi-judicial proceeding.

The parties agree that this dispute process shall precede any action in a judicial or quasi-judicial tribunal.

Nothing in this Grant Agreement shall be construed to limit the parties' choice of a mutually acceptable alternate dispute resolution (ADR) method in addition to the dispute hearing procedure outlined above.

24. ATTORNEYS' FEES

Unless expressly permitted under another provision of this Agreement, in the event of litigation or other action brought to enforce Agreement terms, each party agrees to bear its own attorneys' fees and costs.

25. HOLD HARMLESS

- a. This Agreement is solely for the benefit of the parties and gives no right to any other entity that is not a party to this Agreement. Each party is responsible and assumes liability for its own negligent acts or omissions, or those of its officers, agents, or employees to the fullest extent required by law. In the case of negligence of more than one party, any damages allowed shall be levied in proportion to the percentage of negligence attributable to each party, and each party shall have the right to seek contribution from the other party in proportion to the percentage of negligence attributable to the other party.
- b. This indemnification clause also applies to all causes of action arising out of the performance of work activities under this Agreement. Each contract for services or activities utilizing funds provided in whole or in part by this Agreement must include a provision that WSDA and the state of Washington are not liable for damages or claims from damages arising from any subcontractor's performance or activities under the terms of the contracts.

26. INDEPENDENT CAPACITY OF GRANTEE

The Grantee and its employees or agents performing under this Agreement are not employees or agents of the state of Washington or WSDA. The Grantee will not hold itself out as or claim to be an officer or employee of WSDA or of the state of Washington by reason hereof, nor will the Grantee make any claim of right, privilege or benefit which would accrue to such officer or employee under law. Conduct and control of the work will be solely with the Grantee.

27. RECORDS MAINTENANCE

The Grantee shall maintain books, records, receipts, documents, data, and other evidence relating to this Agreement and Capital Project for a period of six (6) years following the date of final payment. At no additional cost, these records, including materials generated under the Agreement, shall be subject at all reasonable times to inspection, review, or audit by WSDA, personnel duly authorized by WSDA, the Office of the State Auditor, and federal and state officials so authorized by law, regulation, or agreement. If any litigation, claim, or audit is started

before the expiration of the six (6) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.

28. TERMINATION OR SUSPENSION

- a. For Cause: If WSDA determines the Grantee has failed to comply with the conditions of this Agreement in a timely manner, WSDA has the right to terminate this Agreement. Before terminating the Agreement, WSDA shall notify the Grantee in writing of the need to take corrective action. If corrective action is not taken within twenty (20) calendar days, WSDA may terminate the Agreement and seek recapture of funds as provided in Section 17.
- b. For Failure to Complete: If the Grantee fails to complete the Capital Project by the Project Completion Date shown on the Grant Agreement Face Page, WSDA may terminate this Agreement and seek recapture of funds as provided in Section 17.
- c. For Convenience: Except as otherwise provided in this Agreement, WSDA may terminate this Agreement, in whole or in part, after ten (10) days written notice, beginning on the second day after the mailing. If this Agreement is so terminated, WSDA shall be liable only for payment required under the terms of this Agreement for services rendered or goods delivered prior to the effective date of termination.
- d. For Fraud or Misrepresentation: In the event the Grantee commits fraud or makes any misrepresentation in connection with the grant application or during the performance of this Agreement, WSDA reserves the right to terminate this Agreement immediately or amend this Agreement accordingly and seek recapture of funds as provided in Section 17.
- e. Suspension: WSDA reserves the right to suspend all or part of the Agreement, withhold further payments, or prohibit the Grantee from incurring additional obligations of funds during investigation of an alleged compliance breach and pending corrective action by the Grantee or a decision by WSDA to terminate the Agreement.
- f. The rights and remedies of WSDA provided in this Agreement are not exclusive and are, in addition to any other rights and remedies, provided by law.

29. FRAUD AND OTHER LOSS REPORTING

Grantee shall report in writing all known or suspected fraud or other loss of any funds or other property furnished under this Agreement immediately or as soon as practicable to the WSDA Representative identified on the Grant Agreement Face Sheet.

30. ORDER OF PRECEDENCE

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

- a. Applicable federal and state of Washington statutes and regulations
- b. Grant Agreement Face Sheet
- c. Terms and Conditions
- d. Attachments

31. OWNERSHIP OF PROPERTY

WSDA makes no claim to any real property improved or constructed with funds awarded under this Agreement, does not assert, and will not acquire any ownership interest in or title to the capital facilities and/or equipment constructed or purchased with state funds under this Agreement. This provision does not extend to claims that WSDA may bring against the Grantee in recapturing funds expended in violation of this Agreement.

32. ENTIRE AGREEMENT

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

33. GOVERNING LAW AND VENUE

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

34. SEVERABILITY

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

35. SURVIVAL

The terms, conditions, and warranties contained in this Agreement that by their sense and context are intended to survive the completion of the performance, cancellation, or termination of this Grant shall so survive, including but not limited to the following sections: Capital Project, Community Benefits, Change of Ownership or Use, Evaluation and Monitoring, Recapture Provision, Hold Harmless, and Records Maintenance.

36. WAIVER

WSDA's failure to insist on strict performance of any provision in this Agreement or to exercise any right based upon a breach of any provision or the acceptance of any performance during such breach, shall not constitute a waiver of any right under this Agreement.

37. GRANT MANAGEMENT

The Representative for each of the parties shall be responsible for and shall be the contact person for all communications and billings regarding the performance of this Grant Agreement.

38. STATE PUBLIC WORKS

For work done at the cost of the State, Grantee must comply with public works statutes RCW 39.04 and RCW 39.10, apprenticeship requirements, and the State and local building codes, as applicable. If Grantee has questions about compliance, Grantee will need to visit the Washington State Department of Labor & Industries Public Works Projects website for more information.

39. REAPPROPRIATION

- a. The parties hereto understand and agree that any State funds not expended by the Grant End Date listed on the Grant Agreement Face Sheet will lapse on that date, unless the parties have executed an amendment to extend the Grant End Date prior to that date.
- b. Unless specifically reappropriated by the Washington State Legislature, State funds provided for this program lapse on June 30, 2027. If funds are reappropriated and the Grant Agreement has been amended to extend the original Grant End Date, the State's obligation under the terms of this Grant Agreement shall be contingent upon the terms of such reappropriation.
- c. In the event any funds awarded under this Grant Agreement are reappropriated for use in a future biennium, WSDA reserves the right to assign a reasonable share of any such reappropriation for administrative costs.

40. BREACHES OF OTHER STATE CONTRACTS

Grantee is expected to comply with all other contracts and grant agreements executed between Grantee and the state of Washington. A breach of any other contract or grant agreement entered into between Grantee and the state of Washington may, in WSDA's sole discretion, be deemed a breach of this Agreement.

41. PUBLIC RECORDS ACT

WSDA is a public agency subject to the Public Records Act, RCW 42.56 (PRA). Under the PRA, all materials relating to the conduct of government or the performance of any governmental or proprietary function prepared, owned, used, or retained by WSDA or its functional equivalents are considered public records. The PRA requires that public records responsive to a public records request be promptly produced unless the PRA or an "other statute" exempts such records from production. This Agreement is not intended to alter WSDA's obligations under the PRA.

42. INSURANCE

- a. Insurance Requirements for Reimbursable Activities

The Grantee must have insurance coverage that is substantially similar to the coverage described in subsection b below for all periods in which Grantee performed work for which it will seek reimbursement. The intent of the required insurance is to protect the state of Washington should there be any claims, suits, actions, costs, damages or expenses arising from any loss or negligent or intentional act or omission of the

Grantee or subgrantee/subcontractor, or agents of either, while performing under the terms of this Grant Agreement.

b. Insurance Requirements During the Term of the Grant Agreement

i. The Grantee shall provide proof to WSDA of insurance coverage that shall be maintained in full force and effect, as indicated below, and shall submit renewal certificates not less than 30 calendar days prior to expiration of each policy required under this Section:

A. **Commercial General Liability Insurance Policy.** Provide a Commercial General Liability Insurance Policy, including contractual liability, written on an occurrence basis, in adequate quantity to protect against legal liability arising out of or related to this Grant Agreement but in no less than \$1,000,000 per occurrence. Additionally, the Grantee is responsible for ensuring that any subgrantee/subcontractor provide adequate insurance coverage for the activities arising out of or related to subgrants/subcontracts (if any). Commercial General Liability Insurance coverage shall be maintained in full force and effect during the term of this Grant Agreement and throughout the Commitment Period as defined in Terms and Conditions Section 6a. This insurance must be maintained throughout the term of the Grant Agreement and the Commitment Period as defined in Terms and Conditions Section 6a.

B. **Property Insurance.** The Grantee shall keep the property insured in an amount sufficient to permit such insurance to be written at all times on a replacement cost basis. Such insurance shall cover the following hazards, as applicable:

- 1) Loss or damage by fire and such other risks;
- 2) Loss or damage from leakage or sprinkler systems now or hereafter installed in any building on the premises;
- 3) Loss or damage by explosion of steam boilers, pressure vessels, oil or gasoline storage tanks, or similar apparatus now or hereafter installed in a building or building on the premises.

This property insurance coverage must be maintained in full force and effect throughout the term of this Grant Agreement and the Commitment Period as defined in Terms and Conditions Section 6a.

C. **Professional Liability, Errors, and Omissions Insurance.** If Grantee will be providing any professional services to be reimbursed under this Grant Agreement, the Grantee shall maintain Professional Liability or Errors and Omissions Insurance with minimum limits of no less than \$1,000,000 per occurrence to cover all activities by the Grantee and licensed staff employed or under contract to the Grantee. The state of Washington, the Washington State Department of Agriculture, its agents, officers, and employees need not be named as additional insureds under this policy. This insurance must be maintained throughout the Commitment Period as defined in Terms and Conditions Section 6a. Grantee shall require that any subgrantees/subcontractors providing professional services that are reimbursable under this Grant Agreement maintain Professional Liability or Errors and Omissions Insurance at the coverage levels set forth in this subsection.

D. **Fidelity Insurance.** Every officer, director, employee, or agent who is authorized to act on behalf of the Grantee for the purpose of receiving or depositing funds into program accounts or issuing financial documents, checks, or other instruments of payment for program costs shall be insured to provide protection against loss where:

- 1) The amount of fidelity coverage secured pursuant to this Grant Agreement shall be \$2,000,000 or the highest of planned reimbursement for the Grant Agreement period, whichever is lower. Fidelity insurance secured pursuant to this paragraph shall name the state of Washington, the Washington State Department of Agriculture, its agents, officers, and employees as beneficiary.
- 2) Subgrantees/subcontractors that receive \$10,000 or more per year in funding through this Grant Agreement shall secure fidelity insurance as noted above. Fidelity insurance secured by subgrantees/subcontractors pursuant to this paragraph shall name the Grantee and the Grantee's fiscal agent (if any) as beneficiary.
- 3) Fidelity Insurance coverage shall be maintained in full force and effect from the start date of this Grant Agreement until Grantee has submitted a Certified Project Completion Report, subject to the following: Fidelity Insurance must be issued on either (a) a "loss sustained" basis; or (b) if issued on a "loss-discovered" basis, provide coverage for at least 6 months following the date of WSDA's receipt of the Certified Project Completion Report.

- ii. The insurance required shall be issued by an insurance company authorized to do business within the State of Washington. Except as otherwise set forth in this Section, each insurance policy shall name “the State of Washington the Department of Agriculture, its agents, officers, and employees” as additional insureds on all policies. All policies shall be primary to any other valid and collectable insurance. The Grantee shall instruct the insurers to give WSDA 30 calendar days’ advance notice of any insurance cancellation or modification.
- iii. The Grantee shall submit to WSDA within 15 calendar days of the Grant Agreement start date, a certificate of insurance which outlines the coverage and limits defined in this insurance section including, without limitation, the type of insurance coverage under the policy, the designated beneficiary, who is covered, the amounts, the period of coverage, and that WSDA will be provided 30 days’ advance written notice of cancellation. During the term of the Grant Agreement, the Grantee shall submit renewal certificates not less than 30 calendar days prior to expiration of each policy required under this Section. Additionally, Grantee shall provide copies of insurance instruments or certifications at WSDA’s request and until six month after WSDA has received a Closeout Certification Form from Grantee. Copies of such insurance instruments and certifications will be provided within 15 calendar days of WSDA’s request unless otherwise agreed to by the parties.
- iv. Grantees and Local Governments that Participate in a Self-Insurance Program.

Self-Insured/Liability Pool or Self-Insured Risk Management Program – With prior approval from WSDA, the Grantee may provide the coverage above under a self-insured/liability pool or self-insured risk management program. In order to obtain permission from WSDA, the Grantee shall provide: (1) a description of its self-insurance program, and (2) a certificate and/or letter of coverage that outlines coverage limits and deductibles. All self-insured risk management programs or self-insured/liability pool financial reports must comply with Generally Accepted Accounting Principles (GAAP) and adhere to accounting standards promulgated by: 1) Governmental Accounting Standards Board (GASB), 2) Financial Accounting Standards Board (FASB), and 3) the Washington State Auditor’s annual instructions for financial reporting. Grantee’s participating in joint risk pools shall maintain sufficient documentation to support the aggregate Claim liability information reported on the balance sheet. The state of Washington, the Washington State Department of Agriculture, its agents, and employees need not be named as additional insured under a self-insured property/liability pool, if the pool is prohibited from naming third parties as additional insured.

Grantee shall provide annually to WSDA a summary of coverages and a letter of self- insurance, evidencing continued coverage under Grantee’s self-insured/liability pool or self-insured risk management program. Such annual summary of coverage and letter of self-insurance will be provided on the anniversary of the start date of this Grant Agreement.

43. MODIFICATION TO THE PROJECT BUDGET

- a. Notwithstanding any other provision of this Grant Agreement, the Grantee may, at its discretion, make modifications to line items in Attachment II (Certification of Non-State Matching Funds and Value of In-Kind Services to Complete the Project) that will not change the line item by more than 15%.
- b. The Grantee shall notify WSDA in writing (by email or regular mail) when proposing any budget modification or modifications to a line item in Attachment II (Certification of Non-State Matching Funds and Value of In-Kind Services to Complete the Project) that would change the line item by more than 15%. Conversely, WSDA may initiate the budget modification approval process if presented with a request for payment under this Grant Agreement that would cause one or more budget line items to exceed the 15% threshold change described above.
- c. Any such budget modification or modifications as described above shall require the written approval of WSDA (by email or regular mail), and such written approval shall amend the Certification of Non-State Matching Funds and Value of In-Kind Services to Complete the Project. Each party to this Grant Agreement will retain and make any and all documents related to such budget modifications a part of their respective Grant Agreement file.
- d. Nothing in this Section shall be construed to permit an increase in the amount of funds available for the Project, as set forth in the Grant Agreement Face Sheet Section 5 (Grant Amount) of this Grant Agreement.

ATTACHMENT I:
Grantee's Application for Capital Improvement Grant Funds

**ATTACHMENT II:
 Certification of Non-State Matching Funds and Value of In-Kind Services to
 Complete the Project**

**Washington State Department of Agriculture: Fair Capital Grants
 Grantee: Wahkiakum County
 Agreement Number: K6438**

Type of Funding	Source Description	Amount
Grant	Washington State Department of Agriculture	\$28,351.40
Other Grants		
Grant #1		
Grant #2		
Total Other Grants		
Other Monetary Sources		
Source #1		
Source #2		
Total Other Sources		
Estimated Value of In-Kind Services		
Source #1	Labor	\$274.08
Source #2		
Total Value of In-Kind		\$274.08
Total Project Funding		\$28,625.48

CERTIFICATION PERFORMANCE MEASURE

The Grantee, by its signature, certifies that non-state matching funds and in-kind services from sources other than those provided by this Agreement and identified above are fully expended or committed, or both, in an amount sufficient to complete the project, or a distinct phase of the project that is useable to the public, and that the funding will be used for the purpose as described elsewhere in this Agreement, as of the date and year written below.

The Grantee shall maintain records sufficient to evidence that it has expended or has access to the funds needed to complete the Capital Project and shall make such records available for WSDA's review upon request.

 Dan Cothern
 County Commissioner, Chair

 DATE

APPROVED AS TO LEGAL FORM ONLY BY:

Dan Bigelow
Wahkiakum County Attorney

Date

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BOARD OF WAHKIAKUM COUNTY COMMISSIONERS

Meeting Date: February 03, 2026

Presenter: Tammy Peterson/Marissa Longtain

Subject	Annual Tax Refund Paid Report
Background Information	RCW 84.69.020 Grounds for refunds—Determination—Payment—Report. The county treasurer of each county shall make all refunds determined to be authorized by this section, and by the first Monday in February of each year, report to the county legislative authority a list of all refunds made under this section during the previous year. The list is to include <u>the name of the person receiving the refund, the amount of the refund, and the reason for the refund.</u>
Recommendation	None- This is an informational report
Alternatives	
Financial Impact	\$7128.32
Funds Available	
Action (Motion)	None required – for review only

Refunds Paid Report

Group by Owner/Account
 Refund Type: Administrative, Adjudicated
 Refund Status: Generated
 Refund Date: 1/1/2025 - 12/31/2025

Refund Date	Owner / Account	Refunded To	Refund Type	Refund Amount	P&I Interest	Interest	Total
5/8/25	ANDRE VIKTOR & LYUBOV V ZHEREBENKO	ANDRE VIKTOR ZHEREBENKO	SEG	\$355.68	\$0.00	\$1.78	\$357.46
3/27/25	DAVID A WEST	DAVID A WEST	NEW SENIOR	\$22.55	\$0.00	\$0.16	\$22.71
6/16/25	HELGELAND HOLDINGS	HELGELAND HOLDINGS	DOR AUD	\$452.44	\$0.00	\$3.03	\$455.47
5/8/25	HELGELAND HOLDINGS	HELGELAND HOLDINGS	EX	\$2,327.35	\$0.00	\$84.97	\$2,422.32
5/8/25	JERRY M & LINDA K DEBRIAE TRUST	JERRY DEBRIAE RENTAL CO	CHANGE	\$117.88	\$0.00	\$0.14	\$118.02
10/16/25	JUDY R DURRAH	JUDY R DURRAH	NEW SENIOR	\$44.82	\$0.00	\$2.27	\$46.89
9/29/25	LAWRENCE D & BARBARA J ROSE	LAWRENCE D & BARBARA J ROSE	NEW SENIOR	\$487.08	\$0.00	\$10.51	\$497.59
9/25/25	PORT DISTRICT #1	HANIGAN LAW OFFICE P.S.	CHANGE	\$3.56	\$0.00	\$0.00	\$3.56
12/4/25	ROGER & JOANN REED	ROGER & JOANN REED	NEW SENIOR	\$738.65	\$0.00	\$0.00	\$738.65
7/8/25	STATE OF WA DNR	WEYERHAEUSER TIMBER HOLDINGS, INC	CHANGE	\$252.49	\$0.00	\$3.40	\$255.89
8/1/25	STATE OF WA DNR	THE CONSERVATION FUND	CHANGE	\$1,385.04	\$0.00	\$25.94	\$1,410.98
8/26/25	TERESE A KOFLER	TERESE A KOFLER	NEW SENIOR	\$350.76	\$0.00	\$2.91	\$353.67
5/8/25	THE JLH LIVING TRUST	HANIGAN LAW OFFICE P.S.	SEG	\$355.87	\$0.00	\$4.13	\$359.80
8/27/25	VIRGINIA SUE SCOTT	VIRGINIA SUE SCOTT	NEW SENIOR	\$84.63	\$0.00	\$0.68	\$85.31
Grand Total				\$6,978.40	\$0.00	\$149.92	\$7,128.32

New SNR = \$1728.29
 Other = \$5400.03

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BOARD OF WAHKIAKUM COUNTY COMMISSIONERS

Meeting Date: January 27, 2026

Presenter: Nicci Bergseng

Subject	Attached for your review and approval is the contract for CPA services between Wahkiakum County and TDJ CPA, INC.
Background Information	<p>This partnership has been an essential support to the County over the past several years. Their expertise and institutional knowledge have helped ensure compliance, accuracy, and continuity in our financial reporting and auditing processes.</p> <p>As the County has recently experienced staff reductions, maintaining this professional support has become even more critical. At the same time, state requirements continue to evolve, increasing complexity and volume of required reporting. With fewer internal resources available, the CPA services outlined in this contract are vital to meeting these obligations effectively and on time.</p> <p>Approval of this contract will allow the County to continue operating responsibly, remain compliant with state and federal requirements, and reduce risk during a period of limited staffing capacity.</p>
Recommendation	Approve the CPA services contract with TDJ CPA, Inc and Wahkiakum County.
Alternatives	Don't approve. This would require existing staff to absorb additional reporting and compliance responsibilities, which may increase risk of delays, errors, or noncompliance given current staffing levels and regulatory demands.
Financial Impact	Up to \$50,000 is budgeted in the 2026 current non-dept professional expense fees.
Funds Available	
Action (Motion)	Move to approve the engagement letter between Wahkiakum County and Teresa Johnson CPA, in assistance and preparation of the 2025 annual report.



Teresa D. Johnson CPA, Inc.

October 22, 2025

Nicci Bergseng, County Auditor
Wahkiakum County
PO Box 543
Cathlamet, WA 98612

Dear Nicci:

Teresa D Johnson CPA, Inc (“firm,” “we,” “us,” or “our”) is pleased to provide the Wahkiakum County (“you” or “your”) with the professional services described below. This letter, and the attached *Terms and Conditions Addendum* and any other attachments incorporated herein (collectively, “Agreement”), confirm our understanding of the terms and objectives of our engagement and the nature and limitations of the services we will provide. The engagement between you and our firm will be governed by the terms of this Agreement.

Engagement Objective and Scope

Consulting Services

We will provide technical assistance to the Wahkiakum County during the engagement letter term, as requested. Consulting services are as follows:

- Providing technical accounting assistance

The performance of “other accounting services” is deemed to be “nonattest services” in our professional standards.

Preparation Services

The objective of our engagement is to prepare, from information you provide, the annual financial statements of Wahkiakum County as of December 31, 2025, which are comprised of the cash basis schedules required by the Washington State Auditor’s Office listed in the engagement deliverables.

Our engagement cannot be relied upon to identify or disclose any financial statement misstatements, including those caused by fraud or error, or to identify or disclose any wrongdoing within the entity. If we identify or suspect that an instance of noncompliance with laws and regulations has occurred or is likely to occur, we will discuss the matter with the appropriate level of management and, when appropriate, those charged with governance. In addition, we are not responsible for identifying or communicating deficiencies in your internal controls.

You may request that we perform additional services not contemplated in this engagement letter. If this occurs, we will communicate with you regarding the scope and estimated cost of these additional services. Engagements for additional services may necessitate that we amend the Agreement or issue a separate agreement to reflect the obligations of all parties. In the absence of any other written communications from us documenting additional services, our services will be limited to and governed by the terms of this Agreement.

Engagement Deliverable

The deliverable of this engagement will be the prepared financial statements outlined in the *Engagement Objective and Scope* section of this Agreement.

- C-4 Fund Resources and Uses Arising from Cash Transactions
- C-5 Fiduciary Fund Resources and Uses Arising from Cash Transactions
- Notes to the Financial Statements
- Schedule 1 - Revenues/Expenditures/Expenses
- Schedule 9 - Schedule of Liabilities
- Schedule 6 - Summary of Bank Reconciliation
- Schedule 15 - Expenditures of State Financial Assistance
- Schedule 16 - Schedule of Expenditures of Federal Awards
- Schedule 17 - Public Works
- Schedule 20 - Sales and Use Tax for Public Facilities - Rural Counties
- Schedule 21 – Risk Management

The prepared financial statements will not be accompanied by a report.

Each page of the prepared financial statements, including related notes to the financial statements, will include a statement indicating that no assurance is provided on the financial statements.

CPA Firm Responsibilities

We will conduct our engagement in accordance with the Statements on Standards for Accounting and Review Services (“SSARs”) promulgated by the Accounting and Review Services Committee of the American Institute of Certified Public Accountants (“AICPA”), including the ethical principles of integrity, objectivity, professional competence, and due care.

Financial statement preparation differs significantly from a review or audit of financial statements. A financial statement preparation engagement does not contemplate performing inquiry, analytical procedures, or other procedures ordinarily performed in a review. It also does not contemplate obtaining an understanding of the entity’s internal controls, assessing fraud risk, testing accounting records by obtaining sufficient appropriate audit evidence through inspection, observation, confirmation, or the examination of source documents (for example, cancelled checks or bank images), or other procedures ordinarily performed in an audit.

We are not required to, and will not, verify the accuracy or completeness of the information you will provide to us for the engagement or otherwise gather evidence for the purpose of expressing an opinion

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or a conclusion. Accordingly, we will not express an opinion or a conclusion or provide any assurance on the prepared financial statements.

The above professional services will be performed based upon information you provide to us. We will perform our services based upon the assumption that all information you submit is true, complete and accurate according to documents and other information retained in your files. If we become aware of records, documents, explanations, or other information, including significant judgments, provided by management are incomplete, inaccurate, or otherwise unsatisfactory, we will bring this information to the attention of management and request additional or corrected information.

Our responsibility under this engagement is limited to the period covered by our services and does not extend to matters that may arise during any periods for which we are not engaged.

This engagement is limited to the professional services outlined above.

Client Responsibilities

The engagement to be performed is conducted on the basis that your management acknowledges and understands that our role is to prepare financial statements in accordance with its regulatory basis of accounting and to assist you in the presentation of the financial statements in accordance with the Washington State Auditor's Office Cash Basis of Accounting BARS Manual.

You have the following overall responsibilities that are fundamental to our undertaking the engagement in accordance with SSARS:

- the selection of the financial reporting framework to be applied in the preparation of the financial statements;
- the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of the financial statements that are free from misstatement whether due to fraud or error;
- providing us with:
 - documentation and other information that is relevant to the preparation and presentation of the financial statements;
 - additional information that we may request from you for the purpose of the engagement; and
 - unrestricted access to persons with the entity of whom we determine it necessary to make such inquiries;
- the prevention and detection of fraud;
- ensuring that you comply with the laws and regulations applicable to your activities and identifying instances of noncompliance;
- ensuring that your records, documentation, explanations and other information, including significant judgments, you provide to us are complete and accurate; and
- safeguarding your records and documentation.

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You have designated Nicci Bergseng as our primary contact for this engagement.

During the course of the engagement, we may assist management with judgments regarding amounts or disclosures to be reflected in the financial statements. We will discuss any such judgments with you, and you accept responsibility of those judgments.

You acknowledge that independence is not required in order to provide financial statement preparation services in accordance with the SSARSs. The performance of the preparation services may impair our independence unless safeguards are met. We are available to discuss these safeguards with you if you anticipate the need for services that require independence, such as an audit or review of financial statements.

Timing of Engagement

We expect to begin services on or about January 01, 2026 and plan to issue our report on approximately May 30, 2026. The timing of our work is dependent upon the timely receipt of the information we request from you, including timely responses to any questions we may ask. Submission of all year-end financial statements and supporting documentation need to be provided to us by February 15, 2026. Failure to provide these documents by this date may impact our ability to complete the engagement by the agreed-upon deadline.

Our services under this Agreement will conclude upon the earliest occurrence of one (1) of the following events:

- September 30, 2026
- as of the date of our closure letter; or
- written notification by either party that the engagement is terminated.

Professional Fee

Our professional fee for the services outlined above is estimated to be \$40,000. Services will be billed monthly at the standard billing rate of \$274 per hour. This fee is based upon the complexity of the expected work to be performed, our professional time and out-of-pocket expenses. Circumstances may arise that impact our estimated fee such as, but not limited to, (1) timeliness, accuracy, or completeness of the information you provide to us; (2) changes in your personnel or operations that impact our services; (3) mutually agreed changes in the scope of this engagement; or (4) other unanticipated items that arise during our engagement and that require additional time in order to complete the agreed-upon services. In the event that this estimate will be exceeded, we will obtain pre-approval prior to performing additional services.

If the information that you provide or we request is not submitted in a timely manner, or it is incomplete or unusable, we reserve the right to delay services and charge additional fees and expenses.

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Termination and Other Terms

We reserve the right to withdraw from the engagement without completing services for any reason, including, but not limited to, non-payment of fees, your failure to comply with the terms of this Agreement, or as we determine professional standards require. If our work is suspended or terminated, you agree that we will not be responsible for your failure to meet governmental and other deadlines, or for any liability, including but not limited to, penalties or interest that may be assessed against you resulting from your failure to meet such deadlines.

If this Agreement is terminated before services are completed, you agree to compensate us for the services performed and expenses incurred through the effective date of termination.

At the completion of our engagement, the original source documents will be returned to you. Workpapers and other documents created by us are our property. Such original workpapers will remain in our control, and copies are not to be distributed without our prior written consent.

* * * * *

We appreciate the opportunity to be of service to Wahkiakum County. This Agreement, including the *Terms and Conditions Addendum*, represents the entire agreement of the parties and supersedes all previous oral, written, or other understandings and agreements between the parties. Any modification to the terms of this Agreement must be made in writing and acknowledged by both parties. Please date and execute this Agreement and return it to us to acknowledge your acceptance. We will not initiate services until we receive the executed Agreement.

Very truly yours,

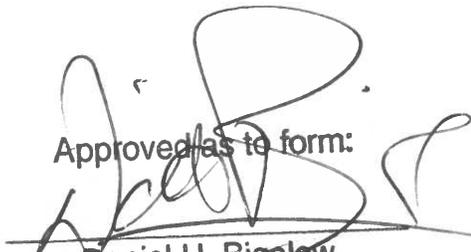


Teresa D. Johnson

Approved:

Nicci Bergseng, County Auditor

Date: _____

Approved as to form:

Daniel H. Bigelow
Prosecuting Attorney
1/16/26

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Terms and Conditions Addendum for Teresa D Johnson CPA, Inc

Overview

This addendum to the engagement letter describes our standard terms and conditions (“Terms and Conditions”) related to our provision of services to you. This addendum, and the accompanying engagement letter, comprise your agreement with us (“Agreement”). If there is any inconsistency between the engagement letter and this *Terms and Conditions Addendum*, the engagement letter will prevail to the extent of the inconsistency.

For the purposes of this *Terms and Conditions Addendum*, any reference to “firm,” “we,” “us,” or “our” is a reference to Teresa D Johnson CPA, Inc, and any reference to “you,” or “your” is a reference to the party or parties that have engaged us to provide services. References to “Agreement” mean the engagement letter or other written document describing the scope of services, any other attachments incorporated therein, and this *Terms and Conditions Addendum*.

Electronic Data Communication and Storage

In the interest of facilitating our services to you, we may send data over the Internet, temporarily store electronic data via computer software applications hosted remotely on the Internet, or utilize cloud-based storage. Your confidential electronic data may be transmitted or stored using these methods. In using these data communication and storage methods, our firm employs measures designed to maintain data security. We use reasonable efforts to keep such communications and electronic data secure in accordance with our obligations under applicable laws, regulations, and professional standards.

You recognize and accept that we have no control over the unauthorized interception or breach of any communications or electronic data once it has been transmitted or if it has been subject to unauthorized access while stored, notwithstanding all reasonable security measures employed by us. You consent to our use of these electronic devices and applications during this engagement.

If you transmit your confidential information to us in a manner other than via a secure portal, you accept responsibility for any and all unauthorized access to your confidential information. If you request that we transmit confidential information to you in a manner other than via a secure portal, you agree that we are not responsible for any liability associated therewith, including but not limited to, (a) any loss or damage of any nature, whether direct or indirect, that may arise as a result of our sending confidential information in a manner other than a secure portal, and (b) any damages arising as a result of any virus being passed on or with, or arising from any alteration of, any email message.

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Newsletters and Similar Communications

We may send newsletters, emails, explanations of technical developments or similar communications to you. These communications are of a general nature and should not be construed as professional advice. We may not send all such communications to you. These communications do not constitute a client relationship with you, nor do they constitute advice or an undertaking on our part to monitor issues for you.

Independent Contractor

When providing services to your company, we will be functioning as an independent contractor and in no event will we or any of our employees be an officer of you, nor will our relationship be that of joint venturers, partners, employer and employee, principal and agent, or any similar relationship giving rise to a fiduciary duty to you.

Our obligations under this agreement are solely obligations of Teresa D Johnson CPA, Inc, and no partner, principal, employee or agent of Teresa D Johnson CPA, Inc shall be subjected to any personal liability whatsoever to you or any person or entity.

Disclaimer of Legal and Investment Advice

Our services under this Agreement do not constitute legal or investment advice unless specifically engaged to provide investment advice in the *Engagement Objective and Scope* section of this Agreement. We recommend that you retain legal counsel and investment advisors to provide such advice.

Referrals

In the course of providing services to you, you may request referrals to products or professionals such as attorneys, brokers, or investment advisors. We may identify professional(s) or product(s) for your consideration. However, you are responsible for evaluating, selecting, and retaining any professional or product and determining if the professional or product meets your needs. You agree that we will not oversee the activities of and have no responsibility for the work product of any professional or the suitability of any product we refer to you or that you separately retain. Further, we are not responsible for any services we perform that fail to meet the intended outcomes as a result of relying on the services of other professionals or products you may retain.

Brokerage or Investment Advisory Statements

If you provide our firm with copies of brokerage (or investment advisory) statements and/or read-only access to your accounts, we will use the information solely for the purpose described in the *Engagement Objective and Scope* section of the engagement letter. We will rely on the accuracy of the information provided in the statements and will not undertake any action to verify this information. We will not monitor transactions, investment activity, provide investment advice, or

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supervise the actions of the entity or individuals entering into transactions or investment activities on your behalf. We recommend that you receive and carefully review all statements upon receipt and direct any questions regarding account activity to your banker, broker or investment advisor.

Limitations on Oral and Email Communications

We may discuss with you our views regarding the treatment of certain items or decisions you may encounter. We may also provide you with information in an email. Any advice or information delivered orally or in an email (rather than through a memorandum delivered as an email attachment) will be based upon limited research and a limited discussion and analysis of the underlying facts. Additional research or a more complete review of the facts may affect our analysis and conclusions.

Due to these limitations and the related risks, it may or may not be appropriate to proceed with a decision solely on the basis of any oral or email communication from us. You accept all responsibility, except to the extent caused by our gross negligence or willful misconduct, for any liability, including but not limited to additional tax, penalties or interest resulting from your decision (i) not to have us perform the research and analysis necessary to reach a more definitive conclusion and (ii) to instead rely on an oral or email communication. The limitation in this paragraph will not apply to an item of written advice that is a deliverable of a separate engagement. If you wish to engage us to provide formal advice on a matter on which we have communicated orally or by email, we will confirm this service in a separate engagement letter.

Management Responsibilities

While Teresa D Johnson CPA, Inc can provide assistance and recommendations, you are responsible for management decisions and functions, and for designating an individual with suitable skill, knowledge or experience to oversee any services that Teresa D Johnson CPA, Inc provides. You are responsible for evaluating the adequacy and results of the services performed and accepting responsibility for such services. You are ultimately responsible for establishing and maintaining internal controls, including monitoring ongoing activities.

Conflicts of Interest

If we, in our sole discretion, believe a conflict has arisen affecting our ability to deliver services to you in accordance with either the ethical standards of our firm or the ethical standards of our profession, we may be required to suspend or terminate our services without issuing our work product.

PHONE

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Records Management

Record Retention and Ownership

We will return any original records and documents you provide to us. Our copies of your records and documents are solely for our documentation purposes and are not a substitute for your own record-keeping obligations under any applicable laws or regulations. You are responsible for maintaining complete and accurate books and records, which may include financial statements, schedules, tax returns and other deliverables provided to you by us. Professional standards may preclude us from being the sole repository of your original data, records, or information.

Workpapers and other items created by us to support the delivery of our services are our property and will remain in our control. We will consider requests for copies of workpapers and other items created by us in accordance with the AICPA Code of Professional Conduct. Our workpapers will be maintained by us and any applicable legal and regulatory requirements.

Working Paper Requests by Regulators and Others

State, federal and foreign regulators may request access to or copies of certain workpapers pursuant to applicable legal or regulatory requirements. Requests also may arise with respect to peer review, an ethics investigation, the sale of your organization, or the sale of our accounting practice. We may also receive a summons or subpoena requiring us to produce documents from this engagement or testify about this engagement. If requested, access to such workpapers or other information will be provided under the supervision of firm personnel. Regulators may request copies of selected workpapers to distribute the copies or information contained therein to others, including other governmental agencies.

If we receive a request for copies of selected workpapers, or a summons or subpoena, provided that we are not prohibited from doing so by applicable laws or regulations, we agree to inform you of such request as soon as practicable. You may, within the time permitted for our firm to respond to any request, initiate such legal action as you deem appropriate, at your sole expense, to attempt to limit the disclosure of information. If you take no action within the time permitted for us to respond, or if your action does not result in a judicial order protecting us from supplying requested information, we may construe your inaction or failure as consent to comply with the request.

If we are not a party to the proceeding in which your information is sought, you agree to reimburse us for our professional time and expenses, as well as the fees and expenses of our legal counsel, incurred in responding to such requests.

Summons or Subpoenas

All information you provide to us in connection with this engagement will be maintained by us on a confidential basis.

If we receive a summons or subpoena which our legal counsel determines requires us to produce documents from this engagement or testify about this engagement, provided that we are not prohibited from doing so by applicable laws or regulations, we agree to inform you of such summons or subpoena as soon as practicable. You may, within the time permitted for our firm to respond to any request, initiate such legal action as you deem appropriate, at your sole expense, to

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attempt to limit discovery. If you take no action within the time permitted for us to respond, or if your action does not result in a judicial order protecting us from supplying requested information, we may construe your inaction or failure as consent to comply with the request.

If we are not a party to the proceeding in which the information is sought, you agree to reimburse us for our professional time and expenses, as well as the fees and expenses of our legal counsel, incurred in responding to such requests.

Confidentiality

In providing services to you, we may require information that is considered confidential and may include Personally Identifiable Information (PII), i.e. information that can be used to distinguish or trace an individual's identity such as address, bank account and social security information. We will maintain all client information, including PII, on a confidential basis and have a duty to do so based on the standards promulgated by the American Institute of Certified Public Accountants as well as applicable laws and regulations. You assume the risk of loss if you provide us with information, including PII, which differs from the information we request in order to provide services to you in accordance with the Agreement.

Mediation

If a dispute arises out of or relates to the Agreement, including the scope of services contained herein, or the breach thereof, and if the dispute cannot be settled through negotiation, the parties agree first to try to settle the dispute by mediation administered by the American Arbitration Association ("AAA") under the *AAA Accounting and Related Services Arbitration Rules and Mediation Procedures* before resorting to arbitration, litigation, or some other dispute resolution procedure. The mediator will be selected by mutual agreement of the parties. If the parties cannot agree on a mediator, a mediator shall be designated by the AAA.

The mediation will be treated as a settlement discussion and, therefore, all discussions during the mediation will be confidential. The mediator may not testify for either party in any later proceeding related to the dispute. No recording or transcript shall be made of the mediation proceedings. The costs of any mediation proceedings shall be shared equally by all parties. Any costs of legal representation shall be borne by the hiring party.

This provision shall not apply to any dispute of fees owed, billed or due.

Limitation of Liability and Damages

Our liability for all claims, damages, and costs arising from this engagement is limited to the total amount of fees paid by you to us for services rendered under this agreement.

Notwithstanding anything to the contrary in this agreement, we shall not be liable for any lost profits, indirect, special, incidental, punitive or consequential damages of any nature whatsoever with respect to this agreement or our services.

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Indemnification

You agree to defend, indemnify, and hold us, including our shareholders, directors, officers, employees, agents, and representatives harmless from and against any and all damages, claims, losses, fees, assessments, interest charges, or penalties, including reasonable attorneys', incurred by or charges to us as a result of any claim, cause of action, or assessment whatsoever arising out of or related to, directly or indirectly, your misrepresentations to us, your withholding or concealment of information from us, or your breach of the terms of this Agreement, excepting only claims arising out of the gross negligence or intentional acts of us. The provisions of this paragraph shall apply regardless of the nature of the claim.

Insurance

Teresa D Johnson, CPA Inc shall, during the term of the engagement and for 3 years after termination of same by either you or us, maintain in full force and effect, accountants professional liability insurance coverage from an insurance carrier or carriers licensed to conduct business in the state of Washington. As of the policy effective date, such insurance carrier(s) shall be rated A-(Excellent), by A.M. Best with a Financial Size Category of Class VII or greater. Premiums for said insurance policy shall be paid by Teresa D Johnson CPA, Inc.

Upon your written request, Teresa D Johnson CPA, Inc shall furnish certificates of insurance for the required insurance coverage. Such certificate of insurance shall indicate the minimum limits of liability per claim and in the aggregate as required by you.

Proprietary Information

You acknowledge that proprietary information, documents, materials, management techniques and other intellectual property are a material source of the services we perform and were developed prior to our association with you. Any new forms, software, documents or intellectual property we develop during this engagement for your use shall belong to us, and you shall have the limited right to use them solely within your business. All reports, templates, manuals, forms, checklists, questionnaires, letters, agreements and other documents which we make available to you are confidential and proprietary to us. Neither you, nor any of your agents, will copy, electronically store, reproduce or make available to anyone other than your personnel, any such documents. This provision will apply to all materials whether in digital, "hard copy" format or other medium.

Force Majeure

Neither party shall be held liable for any delays resulting from circumstances or causes beyond our reasonable control, including, without limitation, fire or other casualty, act of God, strike or labor dispute, war or other violence, epidemics or pandemics as defined by The Centers for Disease Control and Prevention, or any law, order or requirement of any governmental agency or authority. However, no Force Majeure event shall excuse the client of any obligation to pay any outstanding invoice or fee or from any indemnification obligation under this Agreement.

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Electronic Signatures and Counterparts

Each party hereto agrees that any electronic signature intended to replicate a written signature, shall be presumed valid, and we may reasonably rely upon it. For purposes hereof, “electronic signature” includes, but is not limited to, a scanned copy of a manual signature, an electronic copy of a manual signature affixed to a document, a signature incorporated into a document utilizing touchscreen capabilities, or a digital signature. Documents may be executed in one or more counterparts, each of which shall be considered an original instrument, but all of which shall be considered one and the same agreement.

Assignment

All parties acknowledge and agree that the terms and conditions of this Agreement shall be binding upon and inure to the parties’ successors and assigns, subject to applicable laws and regulations.

Severability

If any portion of this Agreement is deemed invalid or unenforceable, said finding shall not operate to invalidate the remainder of the terms set forth in this Agreement.

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Cover Page

BOARD OF WAHKIAKUM COUNTY COMMISSIONERS

Meeting Date: February 3, 2026

Presenter: Paul Lacy, County Engineer

Subject	Acceptance of 2026 Rock Quotes
Background Information	On January 27, 2026 Rock bids were opened and reviewed. We received a quote from Naselle Rock & Asphalt and Burns Construction.
Recommendation	Acceptance of the 2026 Rock quote from Naselle Rock
Alternatives	None recommended
Financial Impact	The cost of rock purchase in 2026 is a budgeted expense for various categories of road maintenance.
Funds Available	There are sufficient funds available in the Road Fund for the purchase of rock products at the time they are needed.
Action (Motion)	1) Motion to accept both 2026 Rock Quotes

2026 ROCK QUOTES BID TAB
Wahkiakum County

ROCK SIZE	Naselle Rock & Asphalt (Per Ton)	Burns Construction (Per Ton)	(Per Ton)	(Per Yard)
Rip -Rap- Pit or Quarry Site	\$35.00	\$30.00		
Rip-Rap - Delivered to Shop #1				
Rip -Rap - Delivered to Shop#2				
Rip-Rap- Delivered to Shop #3				
Pit Run #1- Pit or Quarry Site	\$14.00			
Pit Run #1 - Delivered to Shop #1				
Pit Run #1 - Delivered to Shop #2				
PitRun #1 - Delivered to Shop #3				
Fill- Pit or Quarry Site	\$5.00	\$8.00		
Fill - Delivered to Shop #1				
Fill - Delivered to Shop #2				
Fill - Delivered to Shop #3				
Pit Run #2 for fill- pit or quarry site	\$10.00			
3"-0- Pit or Quarry Site	\$14.50	\$14.00		
3" -0- Delivered to Shop #1				
3" -0- Delivered to Shop #2				
3" -0 -Delivered to Shop #3				
1 1/4" Minus- Pit or Quarry	\$17.00	\$15.00		
1 1/4" Minus- Delivered to Shop #1				
1 1/4" Minus- Delivered to Shop #2				
1 1/4" Minus- Delivered to Shop #3				
3/4" Minus- Pit or Quarry	\$17.75	\$16.00		
3/4" Minus- Delivered to Shop #1				
3/4" Minus- Delivered to Shop #2				
3/4" Minus- Delivered to Shop #3				
5/8" Minus- Pit or Quarry	\$17.75	\$16.00		
5/8" Minus- Delivered to Shop #1				
5/8" Minus- Delivered to Shop #2				
5/8" Minus- Delivered to Shop #3				
1/4" Minus- Pit or Quarry	\$20.00			
1/4" Minus- Delivered to Shop #1				
1/2" - 1/4" Chip Seal- Pit or Quarry - as available	\$40.00	\$25.00		
1/2" - 1/4" Chip Seal- Delivered to Shop #1				
1/2" - 1/4" Chip Seal- Delivered to Shop #2				
1/2" - 1/4" Chip Seal- Delivered to Shop #3				
3/8" -#10 Chip Seal- Pit or Quarry - as available	\$45.00	\$25.00		
3/8" - #10 Chip Seal- Delivered to Shop #1				
3/8" -#10 Chip Seal- Delivered to Shop #2				
3/8" -#10 Chip Seal- Delivered to Shop#3				
3/8" - #10 (Sanding)- Pit or Quarry - as available	\$35.00			
Quarry Spalls- Pit or Quarry	\$22.00	\$16.00		
Quarry Spalls- Delivered to Shop #1				
Quarry Spalls- Delivered to Shop #2				
Quarry Spalls- Delivered to Shop #3				
6" - Crushed- Pit or Quarry	\$13.50	\$13.00		
6" - Crushed- Delivered to Shop #1				
6" - Crushed- Delivered to Shop #2				
6" - Crushed - Delivered to Shop #3				
1-1/2" - 3/4" Crushed- Pit or Quarry	\$22.00	\$16.00		
1-1/2" - 3/4" Crushed- Delivered to Shop #1				
1-1/2" - 3/4" Crushed- Delivered to Shop #2				
1-1/2" - 3/4" Crushed- Delivered to Shop #3				
2-1/2" - 1-1/2" Crushed- Pit or Quarry		\$15.00		
2-1/2" - 1-1/2" Crushed- Delivered to Shop #1				
2-1/2" - 1-1/2" Crushed- Delivered to Shop #2				
2-1/2" - 1-1/2" Crushed - Delivered to Shop #3				
2" - 4" Crushed- Pit or Quarry		\$15.00		
2" - 4" Crushed- Delivered to Shop #1				
2" - 4" Crushed - Delivered to Shop #2				
2" - 4" Crushed- Delivered to Shop #3				
3" - 8" Crushed - Pit or Quarry		\$15.00		
3" - 8" Crushed- Delivered to Shop #1				
3" - 8" Crushed- Delivered to Shop #2				
3" - 8" Crushed - Delivered to Shop #3				
Reject- Pit or Quarry	\$15.00	\$10.00		
Reject- Delivered to Shop #1				
Reject- Delivered to Shop #2				
Reject- Delivered to Shop #3				

OK
Paul J. Long PE

Cover Page

BOARD OF WAHAKIACUM COUNTY COMMISSIONERS

Meeting Date: February 3, 2026

Presenter: Paul Lacy, County Engineer

Subject	Acceptance of 2026 Asphalt Quotes
Background Information	On January 27, 2026 Asphalt bids were opened and reviewed. We received quotes from Naselle Rock & Asphalt & Lakeside Industries. Naselle Rock has the competitive bid for the Commercial Grade HMA at \$90.00 per ton for the 1/2" PG 58-22, and \$94.00 per ton for the 3/8" PG 58-22. Lakeside has the competitive bid for the Commercial Grade HMA at \$82.00 per ton for the 1/2" PG 58-22, and \$88.50 per ton for the 3/8" PG 58-22.EZ Street 50lb bags at \$24.00, full pallet of 56 bags \$1,176.00.
Recommendation	Acceptance of the 2026 Asphalt quotes from both Naselle Rock & Lakeside Industries
Alternatives	None recommended
Financial Impact	The cost of asphalt purchase in 2026 is a budgeted expense for various categories of road maintenance.
Funds Available	There are sufficient funds available in the Road Fund for the purchase of asphalt products at the time they are needed.
Action (Motion)	1) Motion to accept both 2026 Asphalt Quotes

WAHIAKUM COUNTY 2026 ASPHALT QUOTES

ASPHALT GRADE	Lakeside Industries	Lakeside Industries	Lakeside Industries	Naselle Rock & Asphalt	Naselle Rock & Asphalt
Commercial Grade HMA	Class 1/2" PG 58H-22 \$82.00/ton	Class 3/8" PG 58H-22 \$88.50/ton	Class 1/2" PG 58H-22 \$90.00/ton	Class 3/8" PG 58H-22 \$94.00/ton	
EZ Street Bags	Individual 50lb bags \$24.00/bag	Full Pallet of 56 bags bulk \$1,176.00 \$21.00 per bag			

*OK
David P. Long P.E.*

Cover Page

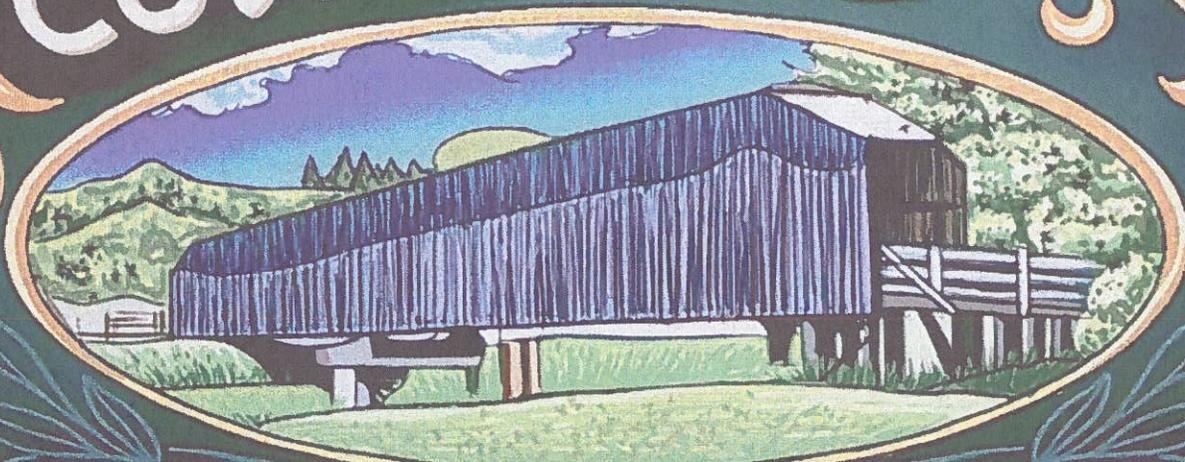
BOARD OF WAHAKIYAKUM COUNTY COMMISSIONERS

Meeting Date: 2-3-26
Presenter: Gene Strong / BOCC

Subject	Replacement of the sign at the Grays River Covered Bridge
Background Information	<p>The current sign at the Grays River Covered Bridge is dilapidated – it is discolored, peeling and has holes in it. This site draws in tourist traffic and needs new signage.</p> <p>Prior Commissioner Gene Strong has reached out to Seven Pines Art & Décor, who provided an initial design proposal for review.</p> <p>The 4x6 post and the wood frame may also need to be replaced.</p> <p>The Tourism Fund may be able to be used for the costs of this project.</p>
Recommendation	
Financial Impact	
Funds Available	
Action (Motion)	

THE
GRAYS
RIVER

COVERED BRIDGE 1905



158 FT LONG + 14 FT WIDE
4 TON LOAD LIMIT

THE LAST COVERED BRIDGE IN USE
IN WASHINGTON STATE