

**Agenda**  
**Board of Wahkiakum County Commissioners**  
**Regular Meeting**  
**April 18, 2023**  
**9:30 a.m.**

Zoom: <https://us02web.zoom.us/j/880972233?pwd=Zk93bUUwWGJlVnV5WXk3YlM4RDlFZz09>

Meeting ID: **880 972 233** and Passcode: **Aux4SY**

To Join Zoom Meeting from your **Phone**: 1-253-215-8782

Meeting ID: **880 972 233** and Passcode: **721021**

---

**Next Resolution No. 56-23**

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 April 11, 2023
- B. Resolution No. 56-23 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 \$5,452.49
- C. Resolution No. 57-23 a resolution authorizing the expenditure of funds from the Electronic Communications Cumulative Reserve Fund for the payment of vouchers properly chargeable to said fund in the amount of \$14,028.45
- D. Voucher Approval - \$ 178,432.79

---

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. **Building & Planning Department ~ Dave Hicks, Building Inspector/Planner**  
1. Release of remaining grant funds for Shoreline Master Program Update

9:45 a.m. **Public Works ~ Chuck Beyer, Director**  
1. Landscape Maintenance Contract with Elochoman Valley Partners, LLC

9:50 a.m. **Bid Opening**  
1. HHS – Electrical Upgrades for the Annex at the Hope Center  
2. HHS – Break room building, gym building and gravel pad for gazebo

10:00 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 is a draft agenda. Times on the agenda are estimates and can vary depending on the order of business that comes before the board. If you have questions regarding the agenda, please contact the Commissioners' Office at (360) 795-8048.*

Amended Agenda at 8:50:14 AM, on 4/17/2023

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

*This is a draft agenda. Times on the agenda are estimates and can vary depending on the order of business that comes before the board.  
If you have questions regarding the agenda, please contact the Commissioners' Office at (360) 795-8048.*



## Wahkiakum Board of County Commissioners

District No. 1 Commissioner: Lee Tischer, Chair  
District No. 2 Commissioner: Daniel L. Cothren  
District No. 3 Commissioner: Gene Strong

**DRAFT**

**MINUTES**  
**Board of Wahkiakum County Commissioners**  
**Regular Meeting**  
**April 11, 2023**

Chair Lee Tischer called the regular meeting of the Board of Wahkiakum County Commissioners to order on April 11, 2023, at 9:32 a.m. in the third-floor public meeting room of the Wahkiakum County Courthouse located at 64 Main Street in Cathlamet, Washington.

Present: Chair Lee Tischer, Commissioner Gene Strong, Commissioner Dan Cothren, Clerk of the Board Beth Johnson. Sheriff Mark Howie, Undersheriff Gary Howell, Sheriff IT/DEM Beau Renfro, HHS Director Chris Bischoff, HHS Financial/Accounting Manager Michelle Collupy, Auditor Nicci Bergseng, Treasurer Tammy Peterson, Public Works Director Chuck Beyer.

### Flag Salute

Chair Lee Tischer led the flag salute.

### Regular Meeting Agenda

It was **M/S/A** by Commissioners Cothren and Strong approving the regular meeting agenda for April 11, 2023. Vote: Aye – Strong, Tischer and Cothren. Unanimously approved.

### Consent Agenda

It was **M/S/A** by Commissioners Strong and Cothren approving the consent agenda for April 11, 2023. Vote: Aye – Strong, Tischer and Cothren. Unanimously approved. The consent agenda contained the following items:

- A. Regular Meeting Minutes of April 4, 2023
- B. Resolution No. 53-23 a resolution authorizing the expenditure of funds from the Emergency Medical Services Cumulative Reserve Fund for the payment of vouchers properly chargeable to said fund in the amount of \$9,000.00
- C. Resolution No. 54-23 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 \$1,577.04
- D. Resolution No. 55-23 a resolution authorizing the expenditure of funds from the Electronic Communications Cumulative Reserve Fund for the payment of vouchers properly chargeable to said fund in the amount of \$10,977.16
- E. Voucher Approval - \$ 885,182.09

## Public Comment

Undersheriff Gary Howell reported that the grant application for the radio system upgrade has been completed but that there is not yet a known timeline of when the funds will be disbursed.

A resident made several comments regarding the pound net permits, favorable economic impacts of the marina and of recreational fisheries and the lack of fish and game management in the West Valley area.

A Skamokawa resident complained that committees and boards have changed their meeting dates or times without proper public notice.

A Skamokawa resident, made comments in support of commercial fisheries and of commercial and recreational fisheries coexisting.

Discussion ensued regarding fisheries issues.

## Public Works

### Roadside Mowing Contract

It was **M/S/A** by Commissioners Cothren and Strong to enter into a Roadside Mowing contract for 2023 with Bush Whackers, LLC. Vote: Aye – Strong, Tischer and Cothren. Unanimously approved.

### Accept Bid for Landscape Maintenance Services

It was **M/S/A** by Commissioners Strong and Cothren to accept the Elochoman Valley Partners, LLC bid for Landscape Maintenance. Vote: Aye – Strong, Tischer and Cothren. Unanimously approved.

## Sheriff's Office

### Accept Bid and Contract for Jail Inmate Communications System

It was **M/S/A** by Commissioners Cothren and Strong to accept the bid as submitted and sign the Inmate Communications Agreement with Crown Correctional Telephone. Vote: Aye – Strong, Tischer and Cothren. Unanimously approved.

### Emergency Management Preparedness Grant

It was **M/S/A** by Commissioners Strong and Cothren to accept the Grant Agreement number E22-161 in the amount of \$31,866 with the Washington State Military Department. Vote: Aye – Strong, Tischer and Cothren. Unanimously approved.

## Auditor

### Engagement Letter for CPA Services

It was **M/S/A** by Commissioners Cothren and Strong to approve of the Engagement Letter between Wahkiakum County and TDJ CPA, Inc. to assist the preparation of the 2022 annual report. Vote: Aye – Strong, Tischer and Cothren. Unanimously approved.

## Bid Opening

### HHS - Walking Paths and Tree Removal

The Clerk of the Board opened and read aloud the four sealed bids that were received. They are as follows:

	Subtotal
Clearwater Excavation, LLC	\$39,500.00
Odyssey Contracting, LLC	\$34,000.00
BRH Contracting / Beau Halberg	\$34,020.40
Forrest Mora Landscaping	\$12,550.00

### HHS - Exercise Equipment

The Clerk of the Board opened and read aloud the six sealed bids that were received. They are as follows:

	Subtotal	Tax	Shipping	Total
Combat Brands, LLC, dba Fitness First	\$8,946.41	\$679.93	\$1,588.48	\$11,214.82
Fitness Lifestyles	\$11,102.00	-	\$1,095.00	\$12,197.00
Technology International, Inc.	\$13,385.00	-	-	\$13,385.00
ProMaxima Manufacturing	\$ 14,640.00	\$1,098.00	included	\$15,738.00
ProMaxima Manufacturing, Option 2	\$10,437.00	\$782.78	included	\$11,219.78
Juke Performance, Inc.	\$6,495.00	\$617.00	\$1,595	\$8,707.00
Advanced Exercise, Option 1	\$21,167.00	\$1,782.00	\$2,287.00	\$25,236.50
Advanced Exercise, Option 2	\$14,192.00	\$1,308.06	\$3,019.36	\$18,519.42

## Finance Committee

Present: Chair Lee Tischer, Treasurer Tammy Peterson, Auditor Nicci Bergseng.

The Finance Committee reviewed the current financial reports. Discussion included that the Local Retail Sales Tax is increasing, investment rates are high and continuing to increase and that there is work to develop a system for to allow for the use of credit and debit cards on the ferry.

## Workshop Procurement Policies

The Board and Department Heads discussed a number of procurement related concerns, including confusion with the bidding process, the need to adjust purchasing limits and the utilization of Purchasing cards for purchasing when vendors do not allow any billing options. Following discussion, the county will pursue a P-card type of option to determine its feasibility.

## Commissioner Reports

The Board provided their weekly reports.

## Adjournment

With no further business to come before the board, the meeting was adjourned at 11:12 a.m.

Attest: \_\_\_\_\_  
Elizabeth Johnson  
Clerk of the Board

Approved: \_\_\_\_\_  
Lee Tischer  
Chair of the Board

**WAHKIAKUM COUNTY VOUCHER APPROVAL**

<u>FUND</u>	<u>FUND NAME</u>	<u>AMOUNT</u>	<u>FUND #</u>	<u>FUND NAME</u>	<u>AMOUNT</u>
001	CURRENT EXPENSE	<u>31,062.78</u>	117	CR INTER LOCAL	
100	PUBLIC HEALTH	<u>4,353.85</u>	119	CR CRIMINAL JUSTICE	
101	CHEM DEPENDANCY		120	CRIME VICTIM/WITNESS	
102	VETERAN RELIEF		121	BOAT SAFETY	<u>124.26</u>
103	FLOOD CONTROL		122	DEV DISABILITIES	<u>122.82</u>
			123	BEHAVIORAL HEALTH	<u>7,993.31</u>
104	MENTAL HEALTH		126	CR ELECTRONIC COMM	<u>14,028.45</u>
105	ELECTION RESERVE	<u>0.63</u>	132	RURAL CO PUB FACILTY	
106	FAIR	<u>161.38</u>	133	AFFORD HOUSING	
			134	HOMELESS HOUSING	
107	COUNTY ROAD	<u>79,492.75</u>	135	TRIAL COURT IMPROV.	
108	E- 911	<u>550.66</u>	136	MUNICIPAL POOL	
109	TOURISM		150	AUDITOR O&M	
110	UNEMPLOYMENT		160	TRANSIT	<u>344.47</u>
111	SAND PIT		170	TREASURER O&M	
112	CR EMERGENCY EXP		171	REET ELECTRONIC TECH	
113	CR PUBLIC WORKS		195	FORFEITED PROP & SEIZURE	
114	CR EMERGENCY MED		198	DRUG BUY	
115	CR CO PROPERTIES	<u>5,452.49</u>	301	CAPITAL IMPRVMT FUND	<u>4,887.19</u>
116	CR CONT LIABILITIES		401	WAHK FAMILY PRACT	
	PAYROLL #40038-40050		402	JOHNSON PARK	<u>1,320.38</u>
	PAYROLL DD #16175-16292		403	SOLID WASTE FUND	<u>13,087.86</u>
	PAYROLL #289989-290012		501	E.R. & R	<u>15,449.51</u>
	PAYROLL Disbursement #285507				
	SUB-TOTAL	<u><u>121,074.54</u></u>		SUB-TOTAL	

WARRANT #'S \_\_\_\_\_

**TOTAL WARRANTS** 178,432.79

ATTESTED:

DATE: 4/18/2023

\_\_\_\_\_  
Commissioner, District # 1

\_\_\_\_\_  
Commissioner, District #2

\_\_\_\_\_  
Commissioner, District # 3

*Notaru Balceru*  
\_\_\_\_\_  
Auditor/Dep Auditor/Clerk of the Board

Cover Page

BOARD OF WAHKIAKUM COUNTY COMMISSIONERS

Meeting Date: April 18, 2023  
Presenter: Dave Hicks

<b>Subject</b>	SMP Update Grant Remaining Funds
<b>Background Information</b>	Due to public concerns about the county's combined approach to completing both the SMP Comprehensive Update and Periodic Review processes consecutively for a singular Dept. of Ecology decision, the Board of County Commissioners acted on 12/13/2022 to suspend further periodic review efforts until after final the comprehensive update.
<b>Recommendation</b>	Early Close-out – Make this Jan-Mar PRPR the Final PRPR then close-out the grant & forfeit the remaining ~\$78K so it can be reallocated to other Recipients to use before June 30.
<b>Alternatives</b>	1. No change – continue the grant 'as is'; track costs for Apr – Jun, then do the Final PRPR and close-out steps in July, likely leaving a big chunk of unspent funds.  2. Grant Amendment – Process a formal Amendment ASAP to reduce the budget to keep only the amount anticipated for Apr – Jun costs so the rest can be reallocated to another Recipient; the grant Amendment would require BoCC approval.
<b>Financial Impact</b>	Loss of Dept. of Ecology Grant funds to reimburse the county for incurred costs to implement SMP Comprehensive Update and Periodic Review.
<b>Funds Available</b>	N/A
<b>Action (Motion)</b>	Move to approve Close out of Dept of Ecology Grant Agreement No. SEASMP-2123-WaCoPW-00185.



**PAYMENT HISTORY**

**Cumulative Approved Expenditures**

NOTE: Any expenditures not yet approved are not included in the table below.

Funding Title	Task Title	Cumulative Approved Cash Expenditures	Cumulative Approved In Kind Interlocal Expenditures	Cumulative Approved In Kind Other Expenditures	Total Cumulative Approved Expenditures	Task Budget	Budget Variance	Eligible Costs
Model Toxic Control Operating Account (MTCOA) [EG220617]	1. Project Oversight: Coordination, Management, and Administration	\$102.06	\$0.00	\$0.00	\$102.06	\$12,600.00	\$12,497.94	\$102.06
Model Toxic Control Operating Account (MTCOA) [EG220617]	2. Secure Consultant Services, If Needed	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Model Toxic Control Operating Account (MTCOA) [EG220617]	3. Public Participation	\$1,845.89	\$0.00	\$0.00	\$1,845.89	\$23,800.00	\$21,954.11	\$1,845.89
Model Toxic Control Operating Account (MTCOA) [EG220617]	4. Review Shoreline Master Program and Draft Revisions, If Needed	\$233.28	\$0.00	\$0.00	\$233.28	\$23,800.00	\$23,566.72	\$233.28
Model Toxic Control Operating Account (MTCOA) [EG220617]	5. Final Draft SMP or Findings of Adequacy	\$0.00	\$0.00	\$0.00	\$0.00	\$23,800.00	\$23,800.00	\$0.00
<b>Model Toxic Control Operating Account (MTCOA) [EG220617]: Distribution Total</b>		<b>\$2,181.23</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$2,181.23</b>	<b>\$84,000.00</b>	<b>\$81,818.77</b>	<b>\$2,181.23</b>
<b>Grand Total</b>		<b>\$2,181.23</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$2,181.23</b>	<b>\$84,000.00</b>	<b>\$81,818.77</b>	<b>\$2,181.23</b>

**Disbursement History**

NOTE: The amount shown in the Disbursement Amount column has not been disbursed to the recipient until the status column shows "Payment Request / Progress Report Active"

Payment Request #	Disbursement Amount	Payment Request Status
1	\$0	Payment Request/Progress Report Active
2	\$1,195.19	Payment Request/Progress Report Active
3	\$986.04	Payment Request/Progress Report Active
4	\$0	Payment Request/Progress Report Cancelled

**Total Disbursement Amount: \$2,181.23**

**Cover Page**

**BOARD OF WAHIAKUM COUNTY COMMISSIONERS**

**Meeting Date: April 18, 2023**

**Presenter: Chuck Beyer, Public Works Director**

<b>Subject</b>	Enter into a landscape maintenance contract with Elochoman Valley Partners.
<b>Background Information</b>	<p>On April 12, 2023 the Board of County Commissioners accepted the bid from Elochoman Valley Partners.</p> <p>Elochoman Valley Partners has returned the contract documents and is ready to enter a contract with the County.</p>
<b>Recommendation</b>	Enter into contract with Elochoman Valley Partners for landscape maintenance of listed county properties for 2023
<b>Alternatives</b>	None recommended
<b>Financial Impact</b>	\$15,000.00 annually
<b>Funds Available</b>	CR-County Properties – Landscape Maintenance
<b>Action (Motion)</b>	Move to enter into Landscape Maintenance contract for 2023 with Elochoman Valley Partners, LLC.

**COUNTY OF WAHKIAKUM  
COUNTY PROPERTIES  
LANDSCAPE MAINTENANCE CONTRACT.**

**THIS CONTRACT** is made and entered into by and between the County of Wahkiakum, State of Washington, (hereinafter referred to as the "COUNTY"), and Elochoman Valley Partners, LLC. (hereinafter referred to as the "CONTRACTOR"), for the express purposes set forth in the following provisions of this contract.

**WHEREAS**, the purpose of this contract is to provide county owned properties landscape maintenance services.

**NOW, THEREFORE**, in consideration of the terms and conditions contained herein, or attached and incorporated and made a part hereof, COUNTY and CONTRACTOR mutually agree as follows:

**I. SCOPE OF WORK**

- A. The CONTRACTOR will provide service(s) and staff as set forth in the text of this contract instrument and as detailed in the Scope of Work attached as Exhibit B and in accord with the Technical Specifications attached as Exhibit C.
- B. Exhibit A contains the General Terms and Conditions governing work to be performed under this contract, the nature of the working relationship between the COUNTY and the CONTRACTOR, and specific obligations of both parties.

**II. PERIOD OF PERFORMANCE**

- A. Subject to other contract provisions, the period of performance under this contract will be from April 1, 2023 to March 31, 2024. This contract shall take effect upon its execution by both parties. Subject to the other contract provisions, this contract may be renewed on a year-to-year basis.

**III. RIGHTS AND OBLIGATIONS**

All rights and obligations of the parties to this contract shall be subject to and governed by the Special Terms and Conditions contained in the text of this contract instrument, the General Terms and Conditions attached hereto as Exhibit A, the Scope of Work attached hereto as Exhibit B, and the Technical Specifications attached hereto as Exhibit C.

**IV. COMPENSATION AND PAYMENT**

- A. Amount of Compensation. Contractor shall be compensated on a lump sum basis for each unit of work, as specified in the Contractor's Landscape Maintenance Proposal, attached hereto and incorporated herein by this reference, at page 2. Payment shall be the specified amount for each instance of mowing and service at the specified area; i.e. \$60 for each mowing at the courthouse, etc.

B. Time and Method of Payment.

Compensation for service(s) rendered shall be payable upon receipt of properly completed invoices, which shall be submitted to the Project Manager by the CONTRACTOR not more often than monthly.

Payment shall be considered timely if made by the COUNTY within 30 days after receipt of properly completed invoices. Payment shall be sent to the address designated by the CONTRACTOR. The COUNTY may, in its sole discretion, terminate this contract or withhold payments claimed by the CONTRACTOR for service(s) rendered if the CONTRACTOR failed to satisfactorily comply with any term or condition of this contract.

**V. CONTRACT REPRESENTATIVES**

- A. The COUNTY Project Manager on this contract shall be Charles Beyer, Public Works Director. The Project Manager shall be responsible for monitoring the performance of the CONTRACTOR, the approval of actions by the CONTRACTOR, approval for payment of billings and expenses submitted by the CONTRACTOR, and the acceptance of any reports by the CONTRACTOR.
- B. The CONTRACTOR'S representative on the contract shall be Zack Schneider, Operation Manager, who will be the contact person for all communications regarding the conduct of work under this contract.

**VI. INTERPRETATION OF CONTRACT**

- A. Order of Precedence. In the event of an inconsistency in this contract, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence in the following order:
- ◆ Applicable Federal and State of Washington statutes and regulations
  - ◆ Special Terms and Conditions as contained in this basic contract instrument
  - ◆ Exhibit A – General Terms and Conditions
  - ◆ Exhibit B – Scope of Work
  - ◆ Exhibit C – Technical Specifications
- B. Entire Agreement. This contract including referenced exhibits represents all the terms and conditions agreed upon by the parties. No other understandings or representations, oral or otherwise, regarding the subject matter of this contract shall be deemed to exist or to bind any of the parties hereto.
- C. Conformance. If any provision of this contract violates any statute or rule of law of the State of Washington, it is considered modified to conform to that statute or rule of law.
- D. Approval. This contract shall be subject to the written approval of the COUNTY'S authorized representative and shall not be binding until so approved. The contract may be altered, amended, or waived only by a written amendment executed by both parties.

**THIS CONTRACT** consisting of  3  pages and  0  attachment(s), is executed by the persons signing below who warrant that they have authority to execute the contract.

By: \_\_\_\_\_

Signature \_\_\_\_\_

Title \_\_\_\_\_ Date \_\_\_\_\_

Washington State UBI No.  
\_\_\_\_\_ 602 205 145 \_\_\_\_\_

Federal Employer ID No.  
\_\_\_\_\_ 51-0427349 \_\_\_\_\_

**COUNTY OF WAHAKIAKUM,**  
By:

\_\_\_\_\_  
Lee Tischer  
Chairman, Board of County Commissioners

Date: \_\_\_\_\_

Attest:

\_\_\_\_\_  
Beth Johnson  
Clerk of the Board

Approved as to form this 13<sup>th</sup> day of  
April 2023

\_\_\_\_\_  
Daniel H. Bigelow  
Prosecuting Attorney

EXHIBIT A  
TO  
COUNTY OF WAHKIAKUM  
LANDSCAPE MAINTENANCE CONTRACT  
  
GENERAL TERMS AND CONDITIONS

1. Definitions - As used throughout this contract, the following terms shall have the meaning set forth below:
  - A. “County” shall mean the County of Wahkiakum.
  - B. “Agent” shall mean the County’s Public Works Director, and/or the delegate authorized in writing to act on the Director’s behalf.
  - C. “Contractor” shall mean that firm, provider, organization, individual or other entity performing all of the service(s) under this contract, and shall include all employees of the Contractor.
  - D. “Subcontractor” shall mean one not in the employment of the Contractor, who is performing all or part of those services under this contract under a separate contract with the Contractor. The terms “subcontractor” and “Subcontractors” means Subcontractor(s) in any tier.
2. Independent Capacity of the Contractor - The Contractor and his or her employees or agents performing under this contract are not employees or agents of the County. The Contractor will not hold himself/herself out as nor claim to be an officer or employee of the County by reason hereof, nor will the Contractor make any claim of right, privilege or benefit which would accrue to an employee under Chapter 41.06 RCW or Chapter 28B.16RCW.
3. Nondiscrimination - During the performance of this contract, the Contractor shall comply with all federal and state nondiscrimination laws, regulations and policies.
4. Noncompliance with Nondiscrimination Laws - In the event of the Contractor’s noncompliance or refusal to comply with any nondiscrimination law, regulation, or policy this contract may be rescinded, canceled or terminated in whole or in part, and the Contractor may be declared ineligible for further contracts with the County. The Contractor shall, however, be given a reasonable time in which to cure this noncompliance.
5. Subcontracting/Staff - Neither the Contractor nor any Subcontractor shall enter into subcontracts for any of the work contemplated under this contract without obtaining prior written approval of the Agent. Contractor is responsible for the assignment of all work

performed hereunder. As part of the consideration for this Agreement, Contractor agrees to provide a qualified supervisor/trainer. County reserves the right of prior approval as to any successor supervisor/trainer; County will not unreasonably withhold approval of any qualified successor for the position of supervisor/trainer.

6. Indemnification – The **CONTRACTOR** shall defend, indemnify and hold harmless the **COUNTY** from and against all claims resulting from or arising out of the performance of this contract, whether such claims arise from the acts, errors or omissions of the **CONTRACTOR**, its subcontractors, third parties or the **COUNTY**, or anyone else directly or indirectly employed by any of them or anyone for whose acts, errors or omissions any of them may be liable; provided, however, that the Contractor’s duty does not extend to claims arising from the sole negligence or willful misconduct of the **COUNTY** or its elected or appointed officials, officers or employees.
  
7. Treatment of Assets -
  - A. Any property of the County furnished to the Contractor shall, unless otherwise provided herein or approved by the County, be used only for the performance of this contract.
  - B. Contractor shall be responsible and strictly liable for any thefts of County property committed by Contractor or Contractor’s employees.
  - C. Upon loss or destruction of, or damage to, any County property, the Contractor shall notify the County thereof and shall take all reasonable steps to protect that property from further damage.
  - D. All reference to the Contractor under this clause shall also include Contractor’s employees, agents or Subcontractors.
  
9. Non-assignability - Neither this contract, nor any claim arising under this contract, shall be transferred or assigned by the Contractor.
  
10. Registration with Department of Revenue - The Contractor shall complete registration with the Department of Revenue, General Administration Building, Olympia, WA 98504, and be responsible for payment of all taxes due on payments made under this contract.
  
12. Licensing, Accreditation and Registration - The Contractor shall comply with all applicable local, state, and federal licensing, accreditation and registration requirements/standards, necessary for the performance of this contract.
  
13. Industrial Insurance Coverage - The Contractor shall at all times comply with all applicable workers’ compensation, occupational disease, and occupational health and safety laws, statutes, and regulations to the full extent applicable. Prior to performing work under this

contract, the Contractor shall provide or purchase industrial insurance coverage for the Contractor's employees, as may be required of an "employer" as defined in Title 51 RCW, and shall maintain full compliance with Title 51 RCW during the course of this contract. Should the Contractor fail to secure industrial insurance coverage or fail to pay premiums, as may be required under Title 51 RCW, the County may deduct the amount of premiums and any penalties owing from the amounts payable to the Contractor under this contract and transmit the same to the Department of Labor and Industries, Division of Industrial Insurance. This provision does not waive any right under RCW 51.12.050 to collect from the Contractor amounts paid by the County.

The County will not be responsible for payment of industrial insurance premiums or for any other claim or benefit for this Contractor, or any Subcontractor or employee of the Contractor, which might arise under the industrial insurance laws during performance of duties and service(s) under this contract. If the Washington State Department of Labor and Industries, upon audit, determines that industrial insurance payments are due and owing as a result of work performed under this contract, those payments shall be made by the Contractor; the Contractor shall indemnify the County and guarantee payment of such amounts.

Industrial insurance coverage through the Department of Labor & Industries is optional for sole proprietors, partners, corporate officers and others, in accord with RCW 51.12.020.

14. Advance Payments Prohibited - No payments in advance or in anticipation of service(s) or supplies to be provided under this contract shall be made by the County.
15. Waiver of Default - Waiver of any default shall not be deemed to be a waiver of any subsequent default. Waiver of breach of any provision of the contract shall not be deemed to be a waiver of any other or subsequent breach and shall not be construed to be a modification of the terms of the contract.
16. Changes and Modifications - The County Project Manager may, at any time, by written notification to the Contractor and without notice to any known guarantor or surety, make changes in the general scope of the service(s) to be performed under the contract. If any such changes cause an increase in the cost of, or the time required for the performance of this contract, an equitable adjustment may be made in the contract price or period of performance, or both, and the contract shall be modified in writing accordingly.

Any claim by the Contractor for adjustment under this clause must be asserted within thirty (30) days from the date of Contractor's receipt of the notice of such change; Provided, however, that the County Project Manager may, upon determining that the facts justify such action, receive and act upon claim asserted at any time prior to final payment under this contract.



17. Termination for Default - By written notice, the County Project Manager may terminate the contract, in whole or in part, for failure of the Contractor to perform any of the provisions hereof. In such event the Contractor shall be liable for damages as authorized by law including, but not limited to, any cost difference between the original contract and the replacement or cover contract and all administrative costs directly related to the replacement contract, e.g., cost of the competitive bidding, mailing, advertising and staff time; Provided, that if (i) it is determined for any reason the Contractor was not in default, or (ii) the Contractor's failure to perform is without Contractor's and/or Subcontractor's control, fault or negligence, the termination shall be deemed to be a Termination for Convenience.
18. Termination for Convenience - Except as otherwise provided in this contract, the County Project Manager may, by thirty (30) days written notice, beginning on the second day after the mailing, terminate this contract in whole or in part when it is in the best interests of the County. If this contract is so terminated, the County shall be liable only for payment in accordance with the terms of this contract for service(s) rendered prior to the effective date of termination.
19. Termination Procedure - Upon termination of this contract, the County, in addition to any other rights provided in this contract, may require the Contractor to deliver to the County any property specifically produced or acquired for the performance of such part of this contract as has been terminated. The provisions of the "Treatment of Assets" clause shall apply in such property transfer.

The County shall pay to the Contractor the agreed upon price, if separately stated, for completed work services accepted by the County, and the amount agreed upon by the Contractor and the County for (i) completed work and service(s) for which no separate price is stated, (ii) partially completed work and service(s), (iii) other property or services which are accepted by the County, and (iv) the protection and preservation of property, unless the termination is for default, in which case the Agent shall determine the extent of the liability of the County. The County may withhold from any amounts due the Contractor such sum as the Agent determines to be necessary to protect the County against potential loss or liability.

The rights and remedies of the County provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.

After receipt of a notice of termination, and except as otherwise directed by the County Project Manager, the Contractor shall:

1. Stop work under the contract on the date, and to the extent specified, in the notice;

2. Place no further orders or subcontracts for materials, services, or facilities except as may be necessary for completion of such portion of the work under the contract as is not terminated;

3. Assign to the County, in the manner, at the times, and to the extent directed by the County Project Manager, all of the rights, title, and interest of the Contractor under the orders and subcontracts so terminated, in which case the County has the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts;

4. Settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of the County Project Manager to the extent he or she may require, which approval or ratification shall be final for all the purposes of this clause;

5. Complete performance of such part of the work as shall not have been terminated; and

6. Take such action as may be necessary, or as the County Project Manager may direct, for the protection and preservation of the property related to this contract which is in the possession of the Contractor and in which the County has or may acquire an interest.

20. Governing Law - This contract shall be governed by the laws of the State of Washington. In the event of a lawsuit involving this contract, venue shall be proper only in Wahkiakum County. The Contractor, by execution of this contract, acknowledges the jurisdiction of the courts of the State of Washington in this matter.

21. Severability - If any provision of this contract or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this contract which can be given effect without the invalid provision, and to this end the provisions of this contract are declared to be severable.

22. Americans with Disabilities Act (ADA) of 1998 - The Contractor must comply with the ADA, which provides comprehensive civil rights protection to individuals with disabilities in the areas of employment, public accommodations, state and local government services, and telecommunications.

23. Insurance/Bond –

A. The Contractor shall at its own expense, obtain and keep in force liability insurance during the term of the contract. The Contractor shall at all time during the term of the contract, carry and maintain liability insurance with the following minimum limits:

1.) Commercial General Liability Insurance

Bodily Injury: Per Occurrence - \$500,000 Aggregate - \$1,000,000

Property Damage: Per Occurrence - \$500,000 Aggregate - \$1,000,000

2.) Or, \$1,000,000 combined single limit each occurrence/aggregate General Liability and Property Damage.

B. The above described insurance policy or policies shall include the following provisions:

1. Additional Insured. The County of Wahkiakum shall be specifically named as an additional insured on all policies. All policies shall be primary over any other valid and collectable insurance.

2. Material Changes. A forty-five (45) calendar day written notice shall be given to the County prior to termination of or any material change to the policy(ies) as it relates to this contract.

3. Insurance Carrier Rating. The insurance required above shall be issued by an insurance company authorized to do business within the State of Washington. Insurance is to be placed with a carrier that has a Best's rating of A+ or higher. Any exception must be approved by the County's insurance agent by submitting a copy of the contract and evidence of insurance before contract commencement.

4. Excess Coverage. The limits of all insurance required to be provided the Contractor shall be no less than the minimum amounts specified. However, coverage in the amounts of these minimum limits shall not be construed to relieve the Contractor from liability in excess of such limits.

C. The Contractor, at Contractor's expense, shall obtain and keep in force during the term of the contract a \$25,000.00 fidelity bond for each of contractor's employees assigned to perform work under this contract. Such fidelity bonds shall be issued by a surety company authorized to do business in the State of Washington. The surety company must have a Best's rating of A+ or higher. Any exception to this rating requirement must be approved by the County's insurance agent by submitting a copy of the contract and evidence of insurance before contract commencement. The County must be named as a loss payee on all fidelity bonds.

24 Prevailing Wage Rates - The Contractor shall comply with all applicable provisions of Chapter 39.12, Revised Code of Washington, as now or hereafter amended, relating to the payment of the prevailing rate of wage to all laborers, workmen, and mechanics employed by the Contractor in carrying out the contracted activity. Prior to the receipt of any

payment, the Contractor shall file a verified statement in writing with the County certifying the hourly wage rate paid each classification of laborers, workmen or mechanics employed by him upon such work and further certifying that the provisions of Chapter 39.12 RCW have been followed, all as required by RCW 39.12.040. This provision shall also apply to all subcontractors engaged by the Contractor. The Contractor, at Contractor's own expense, shall pay all fees charged by the Department of Labor and Industries pursuant to RCW 39.12.070. The current prevailing rate of wage for each trade or occupation required to complete the work herein, as established by the Department of Labor and Industries, is shown on the list of prevailing wages contained in the Project Manual. Persons employed by the Contractor in performing the contracted activity shall be paid not less than the prevailing rate of wage as established by the Department of Labor and Industries. Should a dispute arise as to what are the prevailing rates of wages for the contracted activity and such dispute cannot be adjusted by the interested parties, then in that event the matter shall be referred for arbitration to the Director of the Washington State Department of Labor and Industries whose decision shall be final and conclusive and binding on all parties involved in the dispute.

24. Standard of Performance - All work shall be performed in a professional and workmanlike manner. The County's assessment of the quality of work shall be final.

**EXHIBIT B**  
To  
COUNTY OF WAHKIAKUM

Land Scape Maintenance Contract

Sites shall include: County Courthouse & Sheriff Annex; Human Services Building; River Street Building;  
70 & 80 Division Street and lot; County Road Shop 1; Buffington Park; Grass area at intersection of  
Columbia Street and SR-4

**Scope of Work**

**Regular Mowing & Edging - (March through October)**

- **County Courthouse and Sheriff Annex:**
  1. Front yard, side yards, and back of buildings.
  2. Gravel area behind employee parking lot upper and lower levels (remove vegetation).
- **River Street Building:**
  1. Front yards and lower level including play area at lower level
  2. Around lower level parking (both sides).
- **70 & 80 Division Street and Vacant Lot:**
  1. Front yard and both sides including under large trees.
- **Human Services Compound:**
  1. All yard areas
- **County Road Shop 1 (Elochoman):**
  - 1 All yard areas
- **Buffington Park (Ferry Landing):**
  1. All yard areas
- **Grass area at intersection of SR-4 and Columbia Street:**
  1. All yard areas

**Special Landscape Maintenance (April, July (week prior to Bald Eagles Day), and October):**

- River Street Building and Human Services Compound.
  1. Weed and trim all landscaping and flower beds.
  2. Trim back ivy to curbs (as applicable).
  3. Add new bark dust to flower beds (once a year).
  4. Trim ornamental shrubs.
  5. The parking lot and driveways will be blown out and debris will be removed.
  
- Courthouse Grounds including back entry planters and fence line.
  1. Weed and trim all landscaping and flower beds.
  2. Trim back ivy to curbs (as applicable).
  3. Add new bark dust to flower beds (once a year).
  4. Trim ornamental shrubs.
  5. The parking lot and driveway will be blown out and debris will be removed.
  
- 70 & 80 Division Street and vacant lot.
  1. Weed and trim all landscaping and flower beds.
  2. Remove and spray weeds around lots.
  3. Trim ornamental shrubs away from buildings.

LANDSCAPE MAINTENANCE  
for  
WAHKIAKUM COUNTY PROPERTIES

**TECHNICAL SPECIFICATIONS**

1. Lawns shall be mown as needed. During the growing season this shall be once per week. Prior to and after the growing season the lawns shall be mown every two weeks. The first mowing may be in March with the last mowing in December.
2. A light application of fertilizer shall be applied to the lawns 3 -times per contract year. Once in Spring, once in mid summer, and once in fall.
3. Flower bed shall be weeded, pruned and covered with bark dust as needed. The work shall be done concurrently with mowing (See special landscaping maintenance).
4. All lawn clippings, weeds and pruning material shall be removed from the property by the contractor and disposed of in an approved location. None of this material shall be placed in the garbage containers at each site.
5. All sidewalks shall be edged where they form a common border with the lawn as applicable to site each mowing.
6. All sidewalks and steps shall be swept free of grass, bark dust and dirt after each maintenance/mowing session.
7. All grass clippings, leaves, limbs and litter shall be picked up with the mower or the lawn raked after each mowing and clippings disposed of in an approved manner.
8. The lawn shall be mown immediately prior to community events (courthouse, 25 River Street, and 70 & 80 Division Street).
9. From time to time during the contract additional work (planting lawn, shrubs and flowers and killing moss and bark dust application) may occur. The contractor and the Public Works Director shall agree on the scope of work and the additional cost prior to the start of any extra work.
10. With the exception of fertilizer and weed sprays applied to the lawns and grounds, Wahkiakum County, upon prior approval, will be responsible for the cost of extra items such as chemicals, grass seed, flowers, shrubs and other landscaping needs.