

Agenda
Board of Wahkiakum County Commissioners
Regular Meeting
January 27, 2026
9:30 a.m.

Zoom - Meeting ID: **880 972 233** and Passcode: **Aux4SY**
<https://us02web.zoom.us/j/880972233?pwd=Zk93bUUwWGJEVnV5WlM4RDIFZz09>
Audio only via phone: 1-253-215-8782 / Meeting ID: **880 972 233** and Passcode: **721021**

Next Resolution No. 17-26

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 20, 2026
- B. Resolution No. 17-26 a resolution authorizing the expenditure of funds from the ... TBD
- C. Voucher Approval - \$ TBD

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. Liquor License Renewal: RDR, LLC, doing business as 'The O', located at 8 Fairgrounds Road in Skamokawa

9:40 a.m. **Treasurer ~ Tammy Peterson**

- 1. Fire District No. 3 request to obtain a county loan of \$13,000 for generator purchase

9:45 a.m. **Open Sealed Quotes: Gravel, Rock and Crushed Aggregate Products**

9:45 a.m. **Open Sealed Quotes: Asphalt Products**

9:50 a.m. **Public Works ~ Chuck Beyer, Director**

- 1. Agreement with Washington State Department of Transportation for the Deep River Tide Gates

9:55 a.m. **Commissioner Reports**

Adjournment

Amended Agenda at 3:32:30 PM, on 1/22/2026

*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.*

*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

District No. 2 Commissioner: Daniel L. Cothren

District No. 3 Commissioner: Mark Letham

MINUTES

Board of Wahkiakum County Commissioners

Regular Meeting

January 20, 2026

Chair Dan Cothren called the regular meeting of the Board of Wahkiakum County Commissioners to order on January 20, 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. Treasurer Tammy Peterson, Deputy Treasurer Marissa Longtain, Assessor Drew Jenkins, Emergency Technology Coordinator Beau Renfro, HHS Director Chris Bischoff, County Engineer Paul Lacy.

Flag Salute

Chair Dan Cothren led the flag salute.

Regular Meeting Agenda

It was **M/S/A** by Commissioners Tischer and Letham approving the regular meeting agenda for January 20, 2026. Vote: Aye – Tischer, Letham and Cothren. Unanimously approved.

Consent Agenda

It was **M/S/A** by Commissioners Letham and Tischer approving the consent agenda for January 20, 2026. Vote: Aye – Tischer, Letham and Cothren. Unanimously approved. The consent agenda contained the following items:

- A. Special Meeting Minutes of January 16, 2026
- B. Regular Meeting Minutes of January 13, 2026
- C. Resolution No. 13-26 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 \$10,315.20
- D. Resolution No. 14-26 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 \$1,071.29
- E. Resolution No. 15-26 a resolution authorizing the expenditure of \$9,490.00 from the Contingent Liabilities Cumulative Reserve Fund for the payment of workers compensation services
- F. Resolution No. 16-26 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 \$79,843.72
- G. Voucher Approval - \$232,912.05

Public Comment

Dan Turner, Cathlamet Library, commented on membership statistics and library programs.

Ron Wright commented on upcoming public forums regarding the school levy.

New Business

Appointment to the Noxious Weed Control Board

It was **M/S/A** by Commissioners Tischer and Letham to appoint Lore Twiet to the Noxious Weed Control Board for a new four-year term, through December 31, 2029. Vote: Aye – Tischer, Letham and Cothren. Unanimously approved.

Reappointments to the Johnson Park Board

It was **M/S/A** by Commissioners Tischer and Letham to re-appoint Denise Blanchard and Jamie Samms to the Johnson Park Advisory Board for new three-year terms, through December 31, 2028. Vote: Aye – Tischer, Letham and Cothren. Unanimously approved.

Change in Regular Meeting Date for the Grays River Flood Control District

Per RCW 86.09.274, the county legislative authority must approve of any change in regular meeting date by a Flood Control District. It was **M/S/A** by Commissioners Letham and Tischer to approve of the change in regular meeting date for the Grays River Flood Control District, with the new regular meeting date being the second Thursday of the month, at 5:30 p.m. Vote: Aye – Tischer, Letham and Cothren. Unanimously approved.

Letter of Support for a Grant Application Submitted by the Cowlitz-Wahkiakum Council of Governments

It was **M/S/A** by Commissioners Tischer and Letham to approve the letter of support for the Cowlitz-Wahkiakum Council of Government's EPA Regional Assessment Coalition grant application. Vote: Aye – Tischer, Letham and Cothren. Unanimously approved.

Letter of Support for a Grant Application Submitted by WHEELhouse Cathlamet

Ron Wright, WHEELhouse Executive Director, and Megan Blackburn Friend, President, discussed the grant that WHEELhouse is applying for and the upcoming project with the University of Washington (UW). The Architecture, Urban Planning and Scandinavian Studies students at UW will be working in the community to help provide planning services and help identify grant fund sources.

It was **M/S/A** by Commissioners Tischer and Letham to approve the letter of support for the Capital Capacity Grant Application submitted by WHEELhouse Cathlamet. Vote: Aye – Tischer, Letham and Cothren. Unanimously approved.

Public Works

Revised Right of Way Procedures

It was **M/S/A** by Commissioners Tischer and Letham to approve of the Chair's signature on the Right of Way Procedures, including Exhibit A, Administrative Settlement, and Exhibit B, Agency's Waiver Valuation. Vote: Aye – Tischer, Letham and Cothren. Unanimously approved.

IT Committee

Quote with More Power for the Microsoft 365 Migration Project

It was **M/S/A** by Commissioners Tischer and Letham to approve of the Chair’s signature on the Quotation Number QWSQ11757 as presented by More Power Technology Group in the amount of \$35,967.47 including tax, to be paid out of the Electronic Communications Cumulative Reserve Fund. Vote: Aye – Tischer, Letham and Cothren. Unanimously approved.

Health & Human Services

Funding Agreement with CHOICE for Direct Client Support Services

It was **M/S/A** by Commissioners Tischer and Letham to approve of the Chair’s signature on the Funding Agreement, Contract “Direct Client Support – Wahkiakum HHS – June 2026” between CHOICE and the Wahkiakum County Health and Human Services Department in the amount of \$1,350.00; through June 2026. Vote: Aye – Tischer, Letham and Cothren. Unanimously approved.

Commissioner Reports

The Board reviewed the past week, topics included the start of the legislative session, storm damage to a private road, the fair’s fundraiser, and a proposal regarding taxation revenues for ferries.

Adjournment

With no further business to come before the board, the meeting was adjourned at 10:15 a.m.

Attest: _____
Elizabeth Johnson
Clerk of the Board

Approved: _____
Daniel L. Cothren
Chair of the Board

Account Nr	Location	N License/Au Trade Nam	Expiration	Type	Subtype	Privilege Name
RDR LLC	8 FAIRGRO	19824 THE O	3/31/2026	Liquor	Retail	Tavern - Beer/Wine
RDR LLC	8 FAIRGRO	19824 THE O	3/31/2026	Liquor	Retail	Direct Shipment Receiver- In WA Only

Beth Johnson

From: noreply <noreply@lcb.wa.gov>
Sent: Thursday, January 1, 2026 12:02 AM
To: Beth Johnson
Subject: Liquor and Cannabis License Renewals in Your Jurisdiction
Attachments: LCB_LocalAuthorityRenewalNotice_LIML-00888_2026-01-01.csv

 External email >

Greetings,

Attached is a report of all cannabis licenses expiring in 120 days and liquor licenses expiring in 90 days.

State law ([RCW 66.24.010](#), [RCW 69.50.331](#)), requires the Liquor and Cannabis Board (LCB) to notify local government jurisdictions of all licenses expiring at least 90 days in advance, to allow them to contest the renewals in writing.

[WAC 314-09-015](#) and [WAC 314-55-165](#) require a written letter contesting the renewal be received by LCB at least 30 days before the license expires. LCB will consider a governmental jurisdiction's objection to a liquor or cannabis license renewal located within its jurisdiction.

Based on the jurisdiction's written input and other information about the license in its LCB file, the LCB will decide to either renew the license, or to pursue nonrenewal. The LCB will notify the jurisdiction in writing of its decision.

Written objections may be sent to this email address: licensingappeals@lcb.wa.gov.

Or by mail to:

WSLCB
Licensing Division
PO Box 43098
Olympia, WA 98504-3098

Thank you for visiting the [Liquor and Cannabis Board](#). Our mission is to promote public safety, public health, and trust through fair administration, education, and enforcement of liquor, cannabis, tobacco, and vapor laws.

Cover Page

BOARD OF WAHAKIACUM COUNTY COMMISSIONERS

Meeting Date: January 27, 2026

Presenter: Tammy Peterson, Wahkiakum County Treasurer

Subject	Wahkiakum Fire District #3 is requesting a loan to cover the cost of a new generator in the amount of \$13,000.00.
Background Information	The generator for Station #2, located at 4631 W SR4, Rosburg is very outdated and will cost a lot of money to repair and get back to a functioning unit, if that is even possible. They have acquired three bids which are attached. They would like to go with the bid from Ford Electric Company in the amount of \$17,997.90. Fire District #3 has \$5,000.00 that they would use bringing the loan amount request down to \$13,000.00. They are requesting a three year loan.
Recommendation	Authorize the Treasurer to issue a loan in the full amount of \$13,000.00 for a three year term. This loan would come out of CR County Properties.
Alternatives	Don't offer the loan to Fire District #3
Financial Impact	\$13,000.00
Funds Available	C.R. Contingent Liabilities
Action (Motion)	Move to approve the Treasurer to have our Prosecuting Attorney draw up an interlocal loan agreement so the loan can be issued in the amount of \$13,000.00 to Wahkiakum Fire District #3

January 20, 2026

RE: Request for County Loan

Dear Wahkiakum County Commissioners,

Wahkiakum County Fire District #3 would like to apply for a loan from the county for the cost of a new generator for our Station #2, located at 4631 W SR4, in Rosburg. Our current generator is very outdated and will cost a lot of money to repair and get back to a functioning unit, if that's even possible.

I have attached three bids that were obtained by our department commissioners. Our department would like to proceed with the Ford Electric Company's bid. This is because they are a local company and would be able to service and maintain the unit, and they waived upfront fees for us.

The total cost is close to \$18,000, and Wahkiakum Fire District #3 will put forth \$5,000 from department funds towards this total cost.

Here is what we are requesting:

- County loan amount of \$13,000
- Loan period of 3 years to payoff this total

I have also attached our November 13, 2025 minutes showing the motion for this, it is item #E on New Business.

Thank you for your consideration.

Andrea Vincent, Admin

Chair Mark Letham

Commissioner Mike Whalen

Commissioner Linda Strong

Wahkiakum FD3

FORD ELECTRIC COMPANY, INC.
 SAME FAMILY BUSINESS "SINCE 1944"
 WASHINGTON STATE ELECTRICAL CONTRACTORS LICENSE # FORDEC#58LN

JOB NAME: **WAHKIAKUM FIRE #2 - 26kw GENERATOR**

JOB QUOTE DESCRIPTION: **INSTALL ELECTRICAL FOR 26kw GENERAC STAND BY GENERATOR, WITH 200 AMP AUTOMATIC TRANSFER SWITCH.**

FROM: **FORD ELECTRIC CO., INC.**
PO BOX 206, 105 3RD ST SE
LONG BEACH, WA 98631

TEL: **360-842-2137**
 EMAIL: **ford.electric.inc@gmail.com**

TO: **WAHKIAKUM FIRE #2 (DISTRICT #3)**
4631 STATE HWY 4
ROSBURG, WA 98643
 TEL: **503-332-9673**

JOB SITE: **MARK LETHAM**
4631 STATE HWY 4
ROSBURG, WA 98643
 EMAIL: **MDLETHAM@GMAIL.COM**

WE ARE PLEASED TO PROVIDE THE FOLLOWING QUOTE ON TODAYS DATE OF: **6-Nov-25**

*** WE WILL MATCH ANY COMPETITORS QUOTE !!! ***

Down payment on LABOR & MATERIALS amount →

Permit fees are non-refundable after down payment is made →

PRICE BREAKDOWN	
Labor & Materials:	\$ 15,997.79
Prevailing Wage Intent	\$ 115.00
Prevailing Wage Affidavits	\$ 115.00
Prevailing Wage Cert PR	\$ 150.00
L&I Permit :	\$ 317.10
WA State Sales Tax	\$ 1,302.20
Grand Total:	\$ 17,997.09

Please note: When Applicable, Additional Freight charges may apply.

Terms of Payment: 65% Due Prior to start, 35% DUE DAY OF COMPLETION.

DOWN PAYMENT AMOUNT DUE → **\$10,398.56**

Payment Methods: Check or Money Order Only Please (no credit card payments)

EST. START DATE: **0**

QUOTE AGREEMENTS & TERMS:

This quote includes material & labor per print or other information provided by owner or contractor (see attached sheet). All material is guaranteed to be as specified. All work to be completed in a workman like manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will void this quote agreement. The job will then be billed as time & materials (Unless otherwise agreed upon via written contract). All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tomado & other necessary insurance. Our workers are fully covered by workman's compensation insurance. Full payment due 15 days from invoice date. Accounts not paid within 15 days of the date of the invoice are subject to a 1.5% monthly compounding finance charge. The only accepted payment methods are check or money order.

Gene Ford
Gene Ford, President

Note: This quote is valid for 14 days from the above date unless otherwise advised to you in writing by Ford Electric.

ACCEPTANCE OF PROPOSAL:

By signing below I am agreeing to the above Quote Agreements & Terms and the specified payment listed above will be made as outlined above. My signature below also verifies that I am in agreement with the above labor & materials costs and hereby accept the material list, specifications and conditions Ford Electric has set forth. I here by authorize Ford Electric to do the work as listed above.

Customer Signature _____ Customer Signature _____ Date of Acceptance _____

QUOTE MATCH GUARANTEE TERMS & CONDITIONS:

In order for the price match guarantee to apply, the competitor must have the same value in terms of the following Same work description for project, Proper State Electrical Licensing, same brand of materials quoted, 1 year warranty on parts and labor, same permits pulled, General Liability and Workers Compensation Insurance.

FORD ELECTRIC TIME and MATERIAL SHEET

DATE : 11/6/2025

JOB NAME : WAHAKIUM FIRE #2 - 26kw GENERATOR

BILLING PARTY NAME : MARK LETHAM

BILLING ADDRESS : 4831 STATE HWY 4
ROSBURG, WA 98643

JOB SITE ADDRESS : 4831 STATE HWY 4
ROSBURG, WA 98643

JOB DISCRPTION : INSTALL ELECTRICAL FOR 26kw GENERAC STAND BY GENERATOR, WITH 200 AMP AUTOMATIC TRANSFER SWITCH.

QTY	UNITS	DESCRIPTION
1		PERMIT (400 ALT SERVICE) (PERMIT FEES ARE NON REFUNDABLE AFTER DOWN PAYMENT IS MADE)
1		SCHEDULE POWER DISCONNECT & RECONNECT WITH PUD
1		SCHEDULE INSPECTION WITH STATE ELECTRICAL INSPECTOR
1		PREVAILING WAGE INTENT / CERT PAYROLL
1		DISCONNECT EXISTING GENERATOR - MOVE OUT OF WAY, NO HAULAWAY
1		26KW GENERAC STANDBY GENERATOR
1		GENERATOR 200 AMP GENERAC TRANSFER SWITCH
2		100 AMP LOAD SHED MODULE
4		50 AMP LOAD SHED MODULE
1		GENERATOR BATTERY
1		GENERATOR SITE DELIVERY AND SITE PLACEMENT
1		GENERATOR START UP
1		GAS BOND
10	ESTIMATE	6-2 NMB
10	ESTIMATE	6-3 NMB
10	ESTIMATE	10-2 NMB
10	ESTIMATE	6-2 NMB
10	ESTIMATE	6-3 NMB
10	ESTIMATE	10-2 NMB
1		MISC. PARTS - SCREWS, TAPE, WIRE NUTS, ETC..
1	please note	ALL WIRING TO MEET NATIONAL(NEC) & WASHINGTON STATE (WAC) ELECTRICAL CODES.
1	please note	DUE TO MARKET VOLATILITY & AVAILABILITY, PART PRICING IS SUBJECT TO CHANGE.
1	please note	WHEN APPLICABLE, CUSTOMER RESPONSIBLE FOR ALL "PUD" FEES & PAPER WORK.
1	please note	ALL LENGTHS ARE "ESTIMATES" AND AS SUCH ARE SUBJECT TO CHANGE. ACTUAL LENGTHS WILL BE MEASURED DURING INSTALLATION. CREDITS OR ADDITIONAL CHARGES WILL BE CREDITED OR ADDED TO FINAL BILLING.
1	please note	OWNER / CONTRACTOR TO HAVE JOB SITE CLEANED AND CONSTRUCTION MATERIALS REMOVED SO NOT TO BLOCK OR HINDER ACCESS TO WALLS, CEILINGS, FLOORS ETC... REGULAR HOURLY RATE WILL APPLY FOR ANY CLEAN UP DONE BY ELECTRICIANS.
1	please note	WHEN APPLICABLE, DUE TO UNFORSEEN WASHINGTON STATE ELECTRICAL CODE CHANGES AND/OR INSPECTOR REQUESTED ALTERATIONS, ADDITIONAL CHARGES MAY APPLY.
1	please note	FORD ELECTRIC IS NOT RESPONSIBLE FOR ANY DRYWALL AND SIDING REPAIR OR REPLACEMENT.
1	please note	ANY ADDITIONAL WORK OR DELAYS ON SITE, DUE TO CUSTOMER PROVIDED PARTS OR WORK DONE PRIOR, WILL BE BILLED IN ADDITION, AT REGULAR "TIME & MATERIAL" RATES.
1	please note	QUOTE COVERS MANUFACTURER PARTS WARRANTY ONLY. IT DOES NOT COVER LABOR COSTS TO DIAGNOSE, REMOVE OR REPLACE DEFECTIVE PARTS. CUSTOMER WILL BE CHARGED REGULAR LABOR RATES.
1	please note	DURING CONSTRUCTION OF HOME CONTRACTORS ARE ONLY ALLOWED TO PLUG IN MOTORIZED EQUIPMENT INTO BATHROOM OR GARAGE OUTLETS CIRCUITS. ANY USE OF OTHER CIRCUITS DURING CONSTRUCTION WILL VOID ALL WARRANTIES.
1	please note	FORD ELECTRIC IS NOT RESPONSIBLE FOR ANY REPAIRS OF "IN GROUND" ITEMS DAMAGED WHILE DITCHING. REPAIRS OF THESE ITEMS WILL BE BILLED TO CUSTOMER AS REGULAR "TIME AND MATERIAL" RATES.
1	please note	DITCHING WILL DISRUPT ANY LANDSCAPING IN PATH. QUOTE DOES NOT COVER LANDSCAPING REPAIR ONLY BACK-FILL OF DITCHING.
1	please note	BACK-FILL MATERIAL IS NOT INCLUDED IN QUOTE. IF ANY BACKFILL MATERIAL IS NEEDED WE CAN PROVIDE IT AT REGULAR "TIME AND MATERIAL" RATES.
1	please note	CUSTOMER WIFI / PHONE MUST BE READILY AVAILABLE FOR GENERATOR WIFI HOOK UP. IF AN ADDITIONAL TRIP IS NEEDED ADDITIONAL LABOR COSTS MAY BE APPLIED.
1	please note	CUSTOMERS RESPONSIBILITY TO READ AND VERIFY PARTS & LINE ITEMS LISTED ABOVE.

ACCEPTANCE OF PROPOSAL:

By signing below I am agreeing to the above Quote Agreements & Terms as outlined above. My signature below also verifies that I am in agreement with the above labor & materials and or job tasks and hereby accept the material list, specifications and conditions Ford Electric has set forth. I hereby authorize Ford Electric to do the work as listed above. Payment Methods: Check or Money Order (ONLY)

Customer Signature _____

Customer Signature _____

Date of Acceptance _____

NLE

NEW LIFE ELECTRIC LLC.
PO BOX 812
REPUBLIC WA 99166

CONTRACTOR # NEWLILE892JH

Local Contact: Greg Dore' 509-429-8807

PROPOSAL

12/11/25

**Project: Wahkiakum County Fire District # 3, New Back-Up Generator
4631 W State Route 4, Rosburg, WA 98643**

We, New Life Electric LLC, propose hereby to furnish material and labor necessary for the completion of the following:

- GENERAC 26 KW generator with 200 amp service amperage rated automatic transfer switch, Model # 7291
- GENERAC 100 amp Load Manager for 70 amp compressor circuit, Model # 7006
- GENERAC 50 amp Load Manager for 50 amp oven circuit, Model # 7000
- 550 C.C.A AGM type battery
- Commission and Start Up of supplied 26 KW generator
- Provide Washington State Department of Labor and Industries Electrical Permit

Base Bid Total: \$ 15,570.00 + tax (7.8%) 1214.46 = \$ 16,784.46

Exclusions:

1. Removal of existing generator
2. Removal of existing generator fuel tank
3. New generator required propane fuel tank
4. Hook up of new generator propane fuel supply line
5. All trenching, digging, backfilling, grading, etc....
6. Disposal of debris (NLE personnel will dispose of associated refuse in container supplied by others)

RENAUD ELECTRIC

HEAT • COOL • POWER

360.423.1420 - RenaudElectric.com - electrical@renaudelectric.com

BILL TO:
Wahkiakum Fire Dist 3
WA-4
Rosburg, Wa 98643

SERVICE LOCATION:
Wahkiakum Fire Dist 3
WA-4
Rosburg, WA 98643

Proposal to furnish materials for and perform the following work:

- Install new 26KW Air Cooled Generac Generator
- 1- New 200 amp Automatic transfer switch to control 1- 200 amp panel.
- 1-100 amp load control module for compressor circuit
- 2- 50 amp load control modules for unit heaters in shop per code.
- All necessary electrical wiring for feeder and control wires
- Up to 15 feet of Galvanized gas piping to customer supplied LP tank(s)
- Complete commissioning and customer training by factory trained Generac Technician.

Proposal Price: 16,493.00 Plus Sales Tax *\$1,286.45*
TOTAL \$17,779.45

- Options:** - 1- additional 200 amp Transfer switch for 2nd panel added to Generator, add: 1926.00 plus tax
- Remote Mobile link monitoring with LTE device, add 299.00 plus tax
 - 10 year parts and labor Warranty for Generator and ATS(s), add 1035.00 plus tax

Note(s):

- Proposal may be withdrawn if not accepted within 30 days.

Exclusions (Not included in the quoted price):

- Sheetrock or drywall repairs if any
- Code corrections uncovered during the course of work
- Utility fees

Proposed By: *Larry Timmons*

Date: 12/9/2025

Accepted by: _____

Date: _____

Wahkiakum County Fire Protection District #3
Commissioner's Meeting Minutes
****RESOLUTION 25-03****
November 13, 2025

*Note: From here out, Commissioner's will be labeled, "Comm."

- The meeting was called to order at 1930 by Comm. Letham
- Those attending were: Comm. Letham, Comm. Whalen, Comm. Strong, Chief Rob Maki, Secretary Vincent, Bill Vincent, Asst Chief Burkhalter via phone call.
- Public Present: Kevin & Erika Maki
- Comm. Whalen moved and Comm. Strong seconded to approve the meeting agenda. A vote was taken. Motion carried unanimously.

All matters listed within the Consent Agenda have been distributed to each member of the Wahkiakum County Fire District #3 Commissioners for reading and study, 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. Meeting Minutes
- b. Financial Report
- c. County Claims Payment Requests:

To Pay: District \$2,137.21 & FAD \$2,692.73 Totaling \$4,829.94

- Correspondence – Handed out
- Chief Rob Maki – Gave a short report (See Attached) –
- Asst. Chief Austin Burkhalter gave a short report. (See attached) –
- EMS – For LifeFlight, make sure dispatch goes to VMed 29 on comms

Old Business:

- A. IRS Letters – Letter received stating that IRS received a list of materials from Snure, they will respond within 90 days.
- B. Fuel Pumps – They are still working on it.
- C. Christmas Party – 2pm, Dec 13th
- D. "Build A Bag" Flyer – Will get 800 printed, A Vincent will find out about cost for mailing.

New Business:

- A. EMS Council Meeting – Austin – Have \$1k available for promotional items, needs to be used by end of year. IVP – Injury Violence Protection/Prevention. Table top Jan 22 – active shooter situation at courthouse
- B. NY Day Parade – Austin – Possibility of ending parade at S1 and doing a chili cookoff for public donations.
- C. School Bus Training/Naselle – Austin – Jan 3rd, will check on location
- D. New Command Update – Austin -
- E. S2 Generator Bid – Mark – Bids passed out to discuss
Comm Strong made a motion to pursue this new generator and proceed with the county loan process, Comm Whalen 2nd, motion passed. The dept will put \$5k towards the cost, and do a 3 year loan from Wahkiakum county on the remaining amount. Sec Vincent will put a letter together regarding this and send it to the county Auditor to proceed.
- F. Sharps & Bio – Andrea – All sharps are now gone, there are new red bins and sharps containers.
- G. 311 Update – Marshall is still working on it.
- H. Items for Ambulances: Headlamps, Flashlights, Phone Holder or Car Play for GPS, Stop Signs, Cones/Lights for LifeFlight -
- I. Personnel Issue – **Meeting went into Executive Session – No votes were taken and no decisions were made – Meeting resumed into regular session **
- J. Snure Seminar – Andrea – Passed out info packets -
- K. Nicholson Insurance Risk Mgmt Meeting - Andrea: Extra Insurance for members (AFLAC, GTL, A&S, AD&D), VFIS Trainings, Policies & Procedures, LifeFlight, New Insurance Vehicle Comp & Collateral Deductible, Fire Dept Background Check. - P
- L. 2026 Budget & Resolution – Comm Strong made motion to accept the 2026 budget, Comm Whalen 2nd the motion, motion passed.
- M. Previous members, Kevin & Erika Maki submitting a new application for membership.

Announcements:

The next three meeting dates are December 11, 2025 – January 08, 2026 – February 12, 2026

Hearing no objections, Comm. Letham adjourned the meeting at 2122 hours.

Respectfully Submitted,

Andrea Vincent

District Secretary

**NOTICE TO GRAVEL, ROCK AND
CRUSHED AGGREGATE SUPPLIERS**

NOTICE IS HEREBY GIVEN that sealed quotes will be received by the Wahkiakum County Public Works Department in the County Courthouse at **68 Main Street Suite 2, P.O. Box 97, Cathlamet, Washington 98612** until the hour of 9:45 A.M. on January 27, 2026. Sealed quotes will then be opened and publicly read in the chambers of the Board of County Commissioners for supplying Wahkiakum County with pit-run rock, rip-rap rock and crushed rock for bank protection, road construction and maintenance purposes during 2026. Quotes are requested at pit or quarry site and delivered to Road Department Shop #1 at 73 Elochoman Valley Road, Cathlamet, WA or Road Department Shop #2 at 14 2nd Street, Skamokawa, WA or Road Department Shop #3 at 4288 W SR4, Rosburg, WA. Quotes must be submitted on the forms provided and should be marked "2026 Rock Quote".

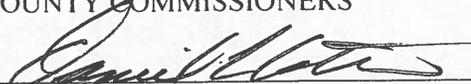
Those materials which are included in the specifications of the 2026 Washington State DOT Standard Specifications for Road, Bridge and Municipal Construction must meet those specifications. Materials which are not included in the Standard Specifications must meet the specification of the County Engineer or his designee.

Further information can be obtained from the office of the Public Works Director, P.O. Box 97, Cathlamet, Washington 98612, (360) 795-3301.

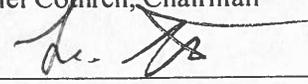
The Board of County Commissioners reserves the right to reject any or all quotes, and to waive informalities, and to accept the quotes deemed to be in the best interest of Wahkiakum County. The quantity of various gravel, rock and crushed aggregate products which Wahkiakum County may purchase in 2026 is undetermined.

BY ORDER OF THE BOARD OF COUNTY COMMISSIONERS duly entered in Regular Session on January 13, 2026.

WAHKIAKUM COUNTY BOARD OF
COUNTY COMMISSIONERS



Daniel Cofhren, Chairman

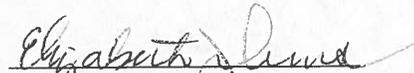


Lee Tischer, Commissioner



Mark Letham, Commissioner

ATTEST:


Elizabeth Johnson
Clerk of the Board

Approved as to form this ¹¹ 6
day of January 7, 2026


DANIEL BIGELOW
Prosecuting Attorney

Publish: January 15, 2026 and January 22, 2026

NOTICE TO ASPHALT PRODUCT SUPPLIERS

NOTICE IS HEREBY GIVEN that sealed quotes will be accepted by the Wahkiakum County Public Works Department, in the County Courthouse at **68 Main Street Suite 2, P.O. Box 97, Cathlamet, WA 98612** until the hour of 9:45 A.M. on January 27, 2026 and then publicly opened and read, for the purchase of Commercial Grade hot mix asphalt and EZ Street Bags. Quotes must be submitted on the forms provided and will be opened and read in the chambers of the Board of County Commissioners. Please mark envelopes "2026 ASPHALT QUOTE".

Asphalt shall conform to Sections 5-04, and 9-03, where applicable, of the 2026 Washington DOT Standard Specifications for Road, Bridge and Municipal Construction. Materials which are not included in the Standard Specifications must meet the specifications of the County Engineer or his designee. A variable quote tied to asphalt supply costs will be considered if cost formulas are presented.

Further information can be obtained from the office of the Public Works Director, P.O. Box 97, Cathlamet, WA 98612, (360) 795-3301.

The Board reserves the right to reject any or all quotes, and to waive any informality, and to accept the quotes deemed to be in the best interest of Wahkiakum County. The quantity of the various asphalt products which Wahkiakum County may purchase in 2026 is undetermined.

BY ORDER OF THE BOARD OF COUNTY COMMISSIONERS duly entered in Regular Session on January 13, 2026.

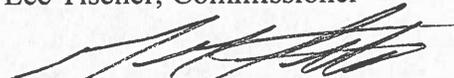
BOARD OF COUNTY COMMISSIONERS
WAHAKIAKUM COUNTY, WASHINGTON



Daniel Cothren, Chairman



Lee Tischer, Commissioner



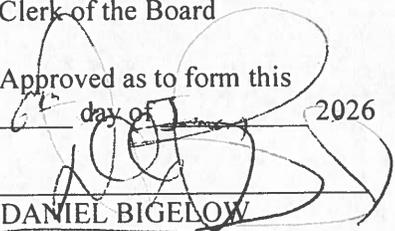
Mark Letham, Commissioner

Attest:



Elizabeth Johnson
Clerk of the Board

Approved as to form this
6th day of January, 2026



DANIEL BIGELOW
Prosecuting Attorney

Publish: January 15, 2026 and January 22, 2026

Cover Page

BOARD OF WAHKIAKUM COUNTY COMMISSIONERS

Meeting Date: January 27, 2026

Presenter: Paul Lacy, County Engineer and Chuck Beyer, Public Works Director

Subject	Deep River Tide Gates
Background Information	<p>We need to submit a funding agreement and a prospectus for the deep river tide gates so we can obligate the federal funding for the design phase and the right of way phase.</p> <p>We have a Grant of \$3,544,000 and plan to use \$30,000 to complete the design and permitting and \$30,000 for the acquisition of right of way.</p>
Recommendation	A motion to approve and sign the Local Agency Federal Aid Project Prospectus and the Local Agency Federal Aid Project Funding Agreement.
Alternatives	Take no action
Financial Impact	We need the Grant to complete the project. There is no change to the budget from this action.
Funds Available	There is no cost for this action.
	Move to sign the Local Agency Funding Agreement and the project prospectus with WSDOT for the Deep River tide gate project.



**Local Agency Federal Aid
Project Prospectus**

Prefix	Route	()	Date	Jan 27, 2026
Federal Aid Project Number			DUNS Number	114749216
Local Agency Project Number		(WSDOT Use Only)	Federal Employer Tax ID Number	91-6001377

Agency Wahkiakum County, WA	CA Agency <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Federal Program Title <input checked="" type="checkbox"/> 20.205 <input type="checkbox"/> Other
Project Title E Fork Deep R Connect & Flood Protection-Ph 1	Start Latitude N46.347141 End Latitude N46.348660	Start Longitude W-123.688114 End Longitude W-123.686730
Project Termini From-To East Deep River Road Wirkkala Road	Nearest City Name Cathlamet Wa	Project Zip Code (+4) 98638-9012
Begin Mile Post 1.0	End Mile Post 1.12	Length of Project .12 miles
Route ID 91050	Begin Mile Point 0.0	End Mile Point 1.12
City Number 58005	County Number 91050	County Name Wahkiakum
WSDOT Region Southwest Region <input checked="" type="checkbox"/>	Legislative District(s) 19	Congressional District(s) 3
		Urban Area Number -

Phase	Total Estimated Cost (Nearest Hundred Dollar)	Local Agency Funding (Nearest Hundred Dollar)	Federal Funds (Nearest Hundred Dollar)	Phase Start Date	
				Month	Year
P.E.	350000	320000	30000	January	2024
R/W	30000	0	30000	January	2026
Const.	4000000	516000	3484000	August	2026
Total	4380000	1,300,000	3,544,000		

Description of Existing Facility (Existing Design and Present Condition)

Roadway Width 18 feet	Number of Lanes 2
--------------------------	----------------------

This is a drainage project to remove and replace the culverts under the road.

Description of Proposed Work

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

Local Agency Contact Person Paul D. Lacy P.E.	Title County Engineer	Phone 369-795-3301
Mailing Address P.O. Box 97	City Cathlamet	State wa
		Zip Code 98612

Project Prospectus	By _____ Approving Authority
	Title _____ Date _____

Agency Wahkiakum County, WA	Project Title E Fork Deep R Connect & Flood Protection-	Date Jan 27, 2026
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Type of Proposed Work		
Project Type (Check all that Apply)	Roadway Width 18 feet	Number of Lanes 2
<input type="checkbox"/> New Construction <input type="checkbox"/> Path / Trail <input type="checkbox"/> 3-R <input type="checkbox"/> Reconstruction <input type="checkbox"/> Pedestrian / Facilities <input type="checkbox"/> 2-R <input type="checkbox"/> Railroad <input type="checkbox"/> Parking <input checked="" type="checkbox"/> Other <input type="checkbox"/> Bridge		

Geometric Design Data		
Description	Through Route	Crossroad
Federal Functional Classification	<input type="checkbox"/> Urban <input checked="" type="checkbox"/> Rural <input type="checkbox"/> NHS	<input type="checkbox"/> Urban <input checked="" type="checkbox"/> Rural <input type="checkbox"/> NHS
	<input type="checkbox"/> Principal Arterial <input type="checkbox"/> Minor Arterial <input type="checkbox"/> Collector <input type="checkbox"/> Major Collector <input type="checkbox"/> Minor Collector <input checked="" type="checkbox"/> Local Access	<input type="checkbox"/> Principal Arterial <input type="checkbox"/> Minor Arterial <input type="checkbox"/> Collector <input type="checkbox"/> Major Collector <input type="checkbox"/> Minor Collector <input checked="" type="checkbox"/> Local Access
Terrain	<input checked="" type="checkbox"/> Flat <input type="checkbox"/> Roll <input type="checkbox"/> Mountain	<input type="checkbox"/> Flat <input checked="" type="checkbox"/> Roll <input checked="" type="checkbox"/> Mountain
Posted Speed	30 MPH	
Design Speed	30 MPH	
Existing ADT	101	
Design Year ADT	100	
Design Year	1930 or so	
Design Hourly Volume (DHV)	Less than 50 peak	

Performance of Work		
Preliminary Engineering Will Be Performed By ESA	Others 95 %	Agency 5 %
Construction Will Be Performed By bid contractor to be determined	Contract 100 %	Agency 0 %

Environmental Classification	
<input type="checkbox"/> Class I - Environmental Impact Statement (EIS) <input type="checkbox"/> Project Involves NEPA/SEPA Section 404 Interagency Agreement <input type="checkbox"/> Class III - Environmental Assessment (EA) <input type="checkbox"/> Project Involves NEPA/SEPA Section 404 Interagency Agreements	<input checked="" type="checkbox"/> Class II - Categorical Excluded (CE) <input checked="" type="checkbox"/> Projects Requiring Documentation (Documented CE)

Environmental Considerations

Agency Wahkiakum County, WA	Project Title E Fork Deep R Connect & Flood Protection-	Date Jan 27, 2026
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Right of Way		
<input type="checkbox"/> No Right of Way Needed * All construction required by the contract can be accomplished within the existing right of way.	<input checked="" type="checkbox"/> Right of Way Needed	<input type="checkbox"/> Relocation Required
	<input checked="" type="checkbox"/> No Relocation	

Utilities	Railroad
<input type="checkbox"/> No utility work required	<input checked="" type="checkbox"/> No railroad work required
<input type="checkbox"/> All utility work will be completed prior to the start of the construction contract	<input type="checkbox"/> All railroad work will be completed prior to the start of the construction contract
<input checked="" type="checkbox"/> All utility work will be completed in coordination with the construction contract	<input type="checkbox"/> All the railroad work will be completed in coordination with the construction contract

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

None

FAA Involvement

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

Remarks

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

Date _____ Agency
By _____ Mayor/Chairperson



**Washington State
Department of Transportation**

Local Agency Agreement

Agency Wahkiakum County Public Works

Address 64 Main St. P.O. Box 97
Cathlamet, WA 98612

ALN 20.205 - Highway Planning and Construction
(Assistance Listing Number)

Project Number

Agreement Number

For WSDOT Use Only

The Local Agency having complied, or hereby agreeing to comply, with the terms and conditions set forth in (1) Title 23, U.S. Code Highways, (2) the regulations issued pursuant thereto, (3) 2 CFR Part 200, (4) 2 CFR Part 180 – certifying that the local agency is not excluded from receiving Federal funds by a Federal suspension or debarment, (5) the policies and procedures promulgated by the Washington State Department of Transportation, and (6) the federal aid project agreement entered into between the State and Federal Government, relative to the above project, the Washington State Department of Transportation will authorize the Local Agency to proceed on the project by a separate notification. Federal funds which are to be obligated for the project may not exceed the amount shown herein on line r, column 3, without written authority by the State, subject to the approval of the Federal Highway Administration. All project costs not reimbursed by the Federal Government shall be the responsibility of the Local Agency.

Project Description

Name E. Fork Deep R. Connectivity and Flood Protection - Phase 1 Length 0.12 miles

Termini MP 1.00 to 1.12 on deep river road and from E. Deep River Road to Wirkkala Road

Description of Work

See Attached Sheet.

Project Agreement End Date 12/31/2029

Advertisement Date Depends on ESA

Indirect Cost Rate

Yes No

Type of Work		Estimate of Funding		
		(1) Estimated Total Project Funds	(2) Estimated Agency Funds	(3) Estimated Federal Funds
PE 8.57 % Federal Aid Participation Ratio(s) for PE	a. Agency	320,000.00	320,000.00	0.00
	b. Other Design Consultant	29,000.00	0.00	29,000.00
	c. Other		0.00	
	d. State Services	1,000.00	0.00	1,000.00
	e. Total PE Cost Estimate	350,000.00	320,000.00	30,000.00
Right of Way 100 % Federal Aid Participation Ratio(s) for RW	f. Agency	0.00	0.00	0.00
	g. Other consultant	10,000.00	0.00	10,000.00
	h. Other acquisition	20,000.00	0.00	20,000.00
	i. State Services	0.00	0.00	0.00
	j. Total R/W Cost Estimate	30,000.00	0.00	30,000.00
Construction 20 % Federal Aid Participation Ratio(s) for CN	k. Contract	4,000,000.00	516,000.00	3,484,000.00
	l. Other			
	m. Other			
	n. Other			
	o. Agency			
	p. State Services			
	q. Total CN Cost Estimate	4,000,000.00	516,000.00	3,484,000.00
r. Total Project Cost Estimate	4,380,000.00	836,000.00	3,544,000.00	

Agency Official

By
Title Chairman Board of Commissioners
Agency Date

Washington State Department of Transportation

By
Director, Local Programs
Date Executed

Construction Method of Financing (Check Method Selected)

State Ad and Award

Method A - Advance Payment - Agency Share of total construction cost (based on contract award)

Method B - Withhold from gas tax the Agency's share of total construction cost (line 5, column 2) in the amount of \$ _____ at \$ _____ per month for _____ months.

Local Force or Local Ad and Award

Method C - Agency cost incurred with partial reimbursement

The Local Agency further stipulates that pursuant to said Title 23, regulations and policies and procedures, and as a condition to payment of the federal funds obligated, it accepts and will comply with the applicable provisions set forth below. Adopted by official action on January 27, 2026, Resolution/Ordinance No. _____

Provisions

I. Scope of Work

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

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

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

II. Delegation of Authority

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

III. Project Administration

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

IV. Availability of Records

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

V. Compliance with Provisions

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

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

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

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

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

The Agency agrees that all stages of construction necessary to provide the initially planned complete facility within the limits of this project will conform to at least the minimum values set by approved statewide design standards applicable to this class of highways, even though such additional work is financed without federal aid participation.

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

VI. Payment and Partial Reimbursement

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

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

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

1. Project Construction Costs

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

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

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

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

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

VII. Audit of Federal Consultant Contracts

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

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

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

VIII. Single Audit Act

The Agency, as a subrecipient of federal funds, shall adhere to the federal regulations outlined in 2 CFR Part 200.501 as well as all applicable federal and state statutes and regulations. A subrecipient who expends \$1,000,000 or more in federal awards from all sources during a given fiscal year shall have a single or program-specific audit performed for that year in accordance with the provisions of 2 CFR Part 200.501. Upon conclusion of the audit, the Agency shall be responsible for ensuring that a copy of the report is transmitted promptly to the State.

IX. Payment of Billing

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

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

Any costs incurred after the Project Agreement End Date are NOT eligible for federal reimbursement. All eligible costs incurred prior to the Project Agreement End Date must be submitted for reimbursement within 60 days after the Project Agreement End Date or they become ineligible for federal reimbursement.

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

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

XI. Indemnity

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

XII. Nondiscrimination Provision

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

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

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

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

The Agency also agrees:

- (1) To assist and cooperate actively with the State in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and rules, regulations, and relevant orders of the Secretary of Labor.
- (2) To furnish the State such information as it may require for the supervision of such compliance and that it will otherwise assist the State in the discharge of its primary responsibility for securing compliance.
- (3) To refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, government contracts and federally assisted construction contracts pursuant to the Executive Order.
- (4) To carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the State, Federal Highway Administration, or the Secretary of Labor pursuant to Part II, subpart D of the Executive Order.

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

- (a) Cancel, terminate, or suspend this agreement in whole or in part;
- (b) Refrain from extending any further assistance to the Agency under the program with respect to which the failure or refusal occurred until satisfactory assurance of future compliance has been received from the Agency; and
- (c) Refer the case to the Department of Justice for appropriate legal proceedings.

XIII. Liquidated Damages

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

XIV. Termination for Public Convenience

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

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

XV. Venue for Claims and/or Causes of Action

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

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

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

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

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

XVII. Assurances

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

Additional Provisions

Instructions

1. **Agency Name and Billing Address** – Enter the Agency of primary interest which will become a party to the agreement.
2. **Project Number** – Leave blank. This number will be assigned by WSDOT. Not including all fund program prefixes (ex. “STBGR”), Project Number is defined as the Federal Award Identification Number (FAIN).
3. **Agreement Number** – Leave blank. This number will be assigned by WSDOT.
- 4.

- a. **Project Description** – Enter the project name, total length of the project (in miles), and a brief description of the termini. Data entered here must be consistent with the name, length, and termini noted in the STIP and Project Prospectus

Example: (Name) “Regal Road”, (Length) “1.2 miles”, (Termini) “Smith Road to Main Street”

- b. **Description of Work** – Enter a concise statement of the major items of work to be performed. Statement must be consistent with the description of work noted in the STIP and Project Prospectus.

Example: “Overlay Regal Road; install curb, gutter, and sidewalk; illumination; and traffic signal at the intersection of Regal Road and Dakota Avenue.”

- c. **Project Agreement End Date** – Enter the Project Agreement End Date (mm/dd/yy). This date is based on the project’s Period of Performance (2 CFR 200.309).

For Planning Only projects – WSDOT recommends agencies estimate the end of the project’s period of performance and add three years to determine the “Project Agreement End Date”.

For PE and RW – WSDOT recommends agencies estimate when the phase will be completed and add three years to determine the “Project Agreement End Date”. For Construction – WSDOT recommends agencies estimate when construction will be completed and add three years to determine the “Project Agreement End Date”.

- d. **Advertisement Date** – At construction authorization only, enter the proposed project advertisement date (mm/dd/yy).
- e. **Claiming Indirect Cost Rate** – Check the Yes box if the agency will be claiming indirect costs on the project. For those projects claiming indirect costs, supporting documentation that clearly shows the indirect cost rate being utilized must be provided with the local agency agreement. Indirect cost rate approval by your cognizant agency or through your agency’s self-certification and supporting documentation is required to be available for review by FHWA, WSDOT and /or State Auditor. Check the No box if the agency will not be claiming indirect costs on the project. See section 23.5 for additional guidance.

4. Type of Work and Funding (Round all dollar amounts to the nearest whole dollar)

- a. **PE** – Lines a through d show Preliminary Engineering costs for the project by type of work (e.g., consultant, agency, state services, etc.).

*Federal aid participation ratio for PE – enter ratio for PE lines with amounts in column 3.

- **Line a** – Enter the estimated amount of agency work in columns 1 through 3.
- **Line b & c** – Identify user, consultant, etc., and enter the estimated amounts in columns 1 through 3.
- **Line d** – State Services. Every project must have funding for state services. Enter the estimated amounts in columns 1 through 3.
- **Line e** – Total of lines a + b + c + d.

- b. **Right of Way** – If a Right of Way phase is authorized on the project, the appropriate costs are shown in lines f through i.

*Federal aid participation ratio for RW – enter ratio for RW lines with amounts in column 3.

- **Line f** – Enter the estimated amount of agency work in columns 1 through 3.
- **Line g & h** – Identify user, consultant, etc., and enter the estimated amounts in columns 1 through 3.
- **Line i** – State Services. Every project must have funding for state services. Enter the estimated amounts in columns 1 through 3.
- **Line j** – Total of lines f + g + h + i.

- c. **Construction** – Lines k through p show construction costs for the project by type of work (e.g., contract, consultant, agency, state services, etc.).

*Federal aid participation ratio for CN – enter ratio for CN lines with amounts in column 3.

- **Line k** – Enter the estimated cost of the contract.
- **Lines l, m, & n** – Enter other estimated costs such as utility and construction contracts or non-federally matched contract costs.
- **Line o** – Enter estimated costs of all construction related agency work.
- **Line p** – State Services. Every project must have funding for state services. Enter the estimated amounts in columns 1 through 3.
- **Line q** – Total Construction Cost Estimate. Total of lines k + l + m + n + o + p.

d. Total Project Cost Estimate

- **Line r** – Total Cost Estimate of the Project. Total of lines e + j + q.

*Please remember, if the federal aid participation rate entered is not the maximum rate allowed by FHWA, then the participation rate entered becomes the maximum rate allowed.

6. **Signatures** – An authorized official of the local agency signs the agreement and enters their title and date of signature (mm/dd/yy). **Note:** Do NOT enter a date on the Date Executed line.
7. **Method of Construction Financing** – Choose the method of financing for the construction portion of the project.
 - a. **Method “A”** is used when the state administers the contract for the agency.
 - b. **Method “B”** is also used when the state administers the contract for the agency.
 - c. **Method “C”** is used with projects administered by the local agency. The agency will submit billings monthly through the state to FHWA for all eligible costs. The billings must document the payment requests from the contractor. If state-force work, such as audit and construction engineering, is to receive federal participation, it will be billed to the agency and FHWA simultaneously at the indicated ratio. To show continuous progress agencies should bill monthly until agreement is closed.
8. **Resolutions/Ordinances** – When someone other than the County Executive/Chairman, County Commissioners/Mayor is authorized to sign the agreement, the agency must submit to WSDOT with the agreement a copy of the Resolution/Ordinance designating that individual.