

Commissioners' Meeting

February 05, 2019 - 1:00 PM

Large Meeting Room

CALL TO ORDER & PLEDGE OF ALLEGIANCE

BIDS:

HEARINGS:

1. Resolution to forward for formal review the draft 2018 GMA Periodic Update of the Grays Harbor County Critical Area Protection Ordinance

PUBLIC COMMENT: on Agenda Items being considered this meeting, limited to three minutes. At the lectern, please state your name and address.

CONSENT AGENDA: Request Approval

Commissioners:

- Minutes: October 30, 2018, November 7, 2018 (a.m. and p.m.), November 19, 2018, November 20, 2018 and November 27, 2018
- Reappoint Keith Fouts to Civil Service Position 3 – expires Feb.1, 2023
- Reappoint Bob Andrews to Board of Adjustment– expires Jan. 14, 2025
- Appointment of Steve Ensley to Public Facility District Board
- Set Bid Date for Official Publications – March 19, 2019
- Claim, C-760-19 Marsha Reynolds

Public Services:

- Set Bid Date - 2019 Emulsified Asphalt Supply Contract -
- RFP for Appraisal Work for Right of Way Acquisition
- Resolution – Vacation of Right of Way – petition by Dan Carter for the Westerly half of “E” Street lying adjacent to Block 2 of Scammons Hill
- Equipment Transfer - Solid Waste to Pacific Beach Water / Sewer
- Surplus Radios in ER&R
- Surplus grader #325 and purchase new grader up to \$320,000
- 2019 Road Levy Digital Submittal Certification

Sheriff:

- Surplus office equipment – (2) recorders, headset, copier, printer
- Equitable Sharing Agreement and Certification – United States Treasury and Dept. of Justice for Drug Task Force

COMMISSIONERS:

1. WA State Dept. of Agriculture -Noxious Weed Reimbursement Agreement for August 1, 2018 through June 30, 2019, \$3,000
2. Updated Interagency Agreement and 2019 Memorandum of Agreement with WSU for Extension Office salaries, benefits and supplies
3. Resolution re: I-1639 enforcement in the County

DEPARTMENTS:

Fair, Events and Tourism:

1. 2019 Tourism Special Marketing Project/Hospitality Grant Awards

Forestry:

1. Set Auction Date for March 15, 2019 and April 19, 2019 for Timber Sales
2. Port Blakely Right-of-Way Easement Exchange

Management Services:

1. Resolution adjusting budgeted beginning cash
2. Budget Transfer Resolution – Auditor M&O Fund, \$15,000
3. Budget Transfer Resolution – Reserve for Courtroom Construction, \$53,690
4. Budget Transfer Resolution – Special Projects, \$100,000
5. Budget Transfer Resolution – GH Raceway, 17,400
6. Budget Transfer Resolution – Facilities Capital, \$220,000
7. Annual Title VI Update & Accomplishment Report

Public Health and Social Services:

1. 2019 Professional Services Agreement with River of Life for the Dads Matter Program - \$25,480
2. Contract with Evergreen Treatment Services for Jail Based Services in 2019 - \$39,700
3. Consolidated Contract, Amendment 6 with WA Dept. of Health - adding \$19,330 and amending statements of work for three programs
4. 2019 Professional Services Agreement with Dispute Resolution Center for communication and skill building classes for youth and families - \$32,260

Public Services:

1. Interlocal Agreement with Pacific County for snow removal on North River Rd.
2. Interlocal Agreement with WA State Parks and Recreation- Ocean Beach Access Roads Maintenance Contract –July 1, 2017 through June 30, 2019
3. Emergency Resolution - Authorization to Purchase Back Up Power Generator for North Beach Water System - \$9,590 plus tax
4. Right Of Entry for Parcel No. 191227230010 for Survey and Evaluation

Sheriff:

1. Resolution – amending Resolutions No. 01-49 and 2014-101 designating the elected Sheriff as custodian and increasing change fund to \$500
2. Employment Agreement with Ed Patrick for Little Control Deputy Position

Treasurer:

1. Resolution - Cancellation of personal property taxes

ANNOUNCEMENTS:

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

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

Agenda is subject to change.

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



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

MEETING DATE
2/5/2019 2:00:00 PM

DEPARTMENT: Planning & Building
DIVISION: <i>(if applicable)</i>
SUBMITTER: Jane Hewitt
AGENDA ITEM TITLE: 2018 GMA Periodic Update to GHC's Critical Areas Protection Ordinance (GHCC Chapters 18.02 and 18.06) Case 2018-0049
EXPLANATION OF REQUEST: <i>(include dates, important information and summary)</i> To consider a resolution to forward for formal review the draft 2018 GMA Periodic Update of GHC's Critical Areas Protection Ordinance (GHCC Chapters 18.02 and 18.06) to the Washington Departments of Commerce and Ecology
FISCAL IMPACT/FUNDING SOURCE: n/a
RECOMMENDED ACTION: Approve resolution to forward update for review

[BELOW TO BE COMPLETED BY CLERK OF BOARD]

BOCC ACTION:

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

SEPA ENVIRONMENTAL CHECKLIST

Purpose of checklist:

Governmental agencies use this checklist to help determine whether the environmental impacts of your proposal are significant. This information is also helpful to determine if available avoidance, minimization or compensatory mitigation measures will address the probable significant impacts or if an environmental impact statement will be prepared to further analyze the proposal.

Instructions for applicants:

This environmental checklist asks you to describe some basic information about your proposal. Please answer each question accurately and carefully, to the best of your knowledge. You may need to consult with an agency specialist or private consultant for some questions. You may use "not applicable" or "does not apply" only when you can explain why it does not apply and not when the answer is unknown. You may also attach or incorporate by reference additional studies reports. Complete and accurate answers to these questions often avoid delays with the SEPA process as well as later in the decision-making process.

The checklist questions apply to all parts of your proposal, even if you plan to do them over a period of time or on different parcels of land. Attach any additional information that will help describe your proposal or its environmental effects. The agency to which you submit this checklist may ask you to explain your answers or provide additional information reasonably related to determining if there may be significant adverse impact.

Instructions for Lead Agencies:

Please adjust the format of this template as needed. Additional information may be necessary to evaluate the existing environment, all interrelated aspects of the proposal and an analysis of adverse impacts. The checklist is considered the first but not necessarily the only source of information needed to make an adequate threshold determination. Once a threshold determination is made, the lead agency is responsible for the completeness and accuracy of the checklist and other supporting documents.

Use of checklist for nonproject proposals: [\[help\]](#)

For nonproject proposals (such as ordinances, regulations, plans and programs), complete the applicable parts of sections A and B plus the SUPPLEMENTAL SHEET FOR NONPROJECT ACTIONS (part D). Please completely answer all questions that apply and note that the words "project," "applicant," and "property or site" should be read as "proposal," "proponent," and "affected geographic area," respectively. The lead agency may exclude (for non-projects) questions in Part B - Environmental Elements –that do not contribute meaningfully to the analysis of the proposal.

A. Background [\[help\]](#)

1. Name of proposed project, if applicable:

Grays Harbor County Critical Areas Protection Ordinance (CAPO) Update

2. Name of applicant:

Grays Harbor County, Public Services Department, Planning and Building Division,

3. Address and phone number of applicant and contact person:

Jane Hewitt, Principal Planner, 100 W. Broadway, Suite 31, Montesano, WA 98563

4. Date checklist prepared: July 5, 2017

5. Agency requesting checklist: Grays Harbor County

6. Proposed timing or schedule (including phasing, if applicable): Anticipated adoption of CAPO update October 2017

7. Do you have any plans for future additions, expansion, or further activity related to or connected with this proposal? If yes, explain.

The County will be required to update the CAPO on or before June 07, 2024 and every eight years thereafter (RCW 36.70A.170).

8. List any environmental information you know about that has been prepared, or will be prepared, directly related to this proposal.

As a part of the Shoreline Master Program and Critical Area Update, Grays Harbor County contracted with The Watershed Company to conduct a Shoreline Inventory Analysis and Characterization study. A cumulative impact analysis and statement of no net loss of shoreline ecological function, February 2017.

9. Do you know whether applications are pending for governmental approvals of other proposals directly affecting the property covered by your proposal? If yes, explain.

There are none.

10. List any government approvals or permits that will be needed for your proposal, if known.

A draft of this document will be sent to Commerce and to Ecology for review and comment. The Grays Harbor County Planning Commission will review public comment received to date and conduct it's own public hearing to hear additional comment at its October, 2017 meeting. At this point it is anticipated that the Planning Commission will forward the Draft SMP with recommendation to approve to the Board of County Commissioners. The Board of County Commissioners would likely adopt resolution to forward for formal review in mid-October 2017.

11. Give brief, complete description of your proposal, including the proposed uses and the size of the project and site. There are several questions later in this checklist that ask you to describe certain aspects of your proposal. You do not need to repeat those answers on this page. (Lead agencies may modify this form to include additional specific information on project description.)

Grays Harbor County Code is updating its Critical Areas Protection Ordinance in accordance with Growth Management Act, Chapter 36.70A requirements with regular updates.

The exact text change language in ordinance form is attached to this Environmental Checklist and is available to view at 100 W. Broadway, Suite 31, Montesano, WA 98563 between the hours of 9:00 a.m. to 12:00 p.m. and 1:00 p.m. and 4:30 p.m. and on-line at www.co.grays-harbor.wa.us/departments.public_services/planning_division

12. Location of the proposal. Give sufficient information for a person to understand the precise location of your proposed project, including a street address, if any, and section, township, and range, if known. If a proposal would occur over a range of area, provide the range or boundaries of the site(s). Provide a legal description, site plan, vicinity map, and topographic map, if reasonably available. While you should submit any plans required by the agency, you are not required to duplicate maps or detailed plans submitted with any permit applications related to this checklist.

The CAPO applies to all parcels within the jurisdiction of the Unincorporated Grays Harbor County.

B. ENVIRONMENTAL ELEMENTS [\[help\]](#)

1. Earth [\[help\]](#)

a. General description of the site: [\[help\]](#)

(circle one): Flat, rolling, hilly, steep slopes, mountainous, other _____ N/A

The adoption of the Critical Areas Protection Ordinance is a non-project action that applies to regulation of uses within the unincorporated areas of Grays Harbor County.

b. What is the steepest slope on the site (approximate percent slope)?

Certain mountain and bluff areas within county jurisdiction exceed 45% slope

c. What general types of soils are found on the site (for example, clay, sand, gravel, peat, muck)? If you know the classification of agricultural soils, specify them and note any agricultural land of long-term commercial significance and whether the proposal results in removing any of these soils.

Soils in critical areas vary widely throughout the county. Prime ag soils such Satsop, Montesa and Chehalis silt loams are predominate in river valleys. Wetland areas typically have hydric soils. There is no removal of soils proposed in this non-project action.

d. Are there surface indications or history of unstable soils in the immediate vicinity? If so, describe.

There are DNR Classified Steep and Unstable Slopes throughout shorelines of the state in a wide variety of locations including marine bluffs, riverine bluffs

- e. Describe the purpose, type, total area, and approximate quantities and total affected area of any filling, excavation, and grading proposed. Indicate source of fill.**

Non-project action

- f. Could erosion occur as a result of clearing, construction, or use? If so, generally describe.**

Not applicable; this is a nonproject action. The CAPO does contain regulations addressing clearing and construction within county jurisdiction and critical areas. Impacts of specific projects affected by regulations in the CAPO will be addressed by project-level State Environmental Policy Act (SEPA) review, if required.

- g. About what percent of the site will be covered with impervious surfaces after project construction (for example, asphalt or buildings)?**

N/A Non-project action

- h. Proposed measures to reduce or control erosion, or other impacts to the earth, if any:**

Non-project action

2. Air [\[help\]](#)

- a. What types of emissions to the air would result from the proposal during construction, operation, and maintenance when the project is completed? If any, generally describe and give approximate quantities if known.**

Not applicable; This is a non-project action

- b. Are there any off-site sources of emissions or odor that may affect your proposal? If so, generally describe.**

No

- c. Proposed measures to reduce or control emissions or other impacts to air, if any:** [\[help\]](#)

Non-project action

3. Water [\[help\]](#)

a. Surface Water:

- 1) Is there any surface water body on or in the immediate vicinity of the site (including year-round and seasonal streams, saltwater, lakes, ponds, wetlands)? If yes, describe type and provide names. If appropriate, state what stream or river it flows into.** [\[help\]](#)

Types "S", "F" and "N" waters are regulated and protected by this nonproject action.

- 2) Will the project require any work over, in, or adjacent to (within 200 feet) the described waters? If yes, please describe and attach available plans. [\[help\]](#)**

Not applicable, this is a nonproject action. The draft CAPO contains regulations that pertain to over-water work and structures located within critical areas. Any subsequent project-specific development proposals will be subject to the provisions of this SMP and CAPO.

- 3) Estimate the amount of fill and dredge material that would be placed in or removed from surface water or wetlands and indicate the area of the site that would be affected. Indicate the source of fill material. [\[help\]](#)**

Not applicable, this is a nonproject action. The CAPO contains policies and regulations that manage clearing and filling within critical areas. Subsequent project-specific development proposals will be subject to the provisions of this CAPO.

- 4) Will the proposal require surface water withdrawals or diversions? Give general description, purpose, and approximate quantities if known. [\[help\]](#)**

Not applicable, this is a nonproject action.

- 5) Does the proposal lie within a 100-year floodplain? If so, note location on the site plan. [\[help\]](#)**

The 100-year flood plain is a critical area regulated within the draft CAPO.

- 6) Does the proposal involve any discharges of waste materials to surface waters? If so, describe the type of waste and anticipated volume of discharge. [\[help\]](#)**

Not applicable; this is a nonproject action. The CAPO does contain regulations for limiting stormwater discharge through the application of low-impact development methods to new construction.

b. Ground Water:

- 1) Will groundwater be withdrawn from a well for drinking water or other purposes? If so, give a general description of the well, proposed uses and approximate quantities withdrawn from the well. Will water be discharged to groundwater? Give general description, purpose, and approximate quantities if known. [\[help\]](#)**

Not applicable; this is a non-project action. The CAPO does contain language regulating uses in critical aquifer recharge areas.

- 2) Describe waste material that will be discharged into the ground from septic tanks or other sources, if any (for example: Domestic sewage; industrial, containing the following chemicals; agricultural; etc.). Describe the general size of the system, the number of such systems, the number of houses to be served (if applicable), or the number of animals or humans the system(s) are expected to serve. [\[help\]](#)

Not applicable; this is a nonproject action. The draft CAPO does contain language regulating the installation of domestic sewage systems and sewer lines within critical areas and buffers.

c. Water runoff (including stormwater):

- 1) Describe the source of runoff (including storm water) and method of collection and disposal, if any (include quantities, if known). Where will this water flow? Will this water flow into other waters? If so, describe. [\[help\]](#)

Not applicable; however, the draft CAPO contains regulations for controlling stormwater runoff with low-impact development methods. Subsequent project-specific development proposals will be subject to the provisions of this CAPO.

- 2) Could waste materials enter ground or surface waters? If so, generally describe. [\[help\]](#)

Not applicable; this is a nonproject action; however, this draft CAPO contains language regulating the entry of waste materials into ground or surface waters.

- 3) Does the proposal alter or otherwise affect drainage patterns in the vicinity of the site? If so, describe. [\[help\]](#)

Not applicable; this is a nonproject action; however, this draft CAPO contains language regulating changes in drainage patterns in critical areas and buffers. . Subsequent project-specific development proposals will be subject to the provisions of this CAPO

d. Proposed measures to reduce or control surface, ground, and runoff water, and drainage pattern impacts, if any: [\[help\]](#)

Not applicable; this is a nonproject action however, the draft CAPO contains language regulating the flow of surface water into critical areas and buffers.

4. Plants [\[help\]](#)

a. Check the types of vegetation found on the site: [\[help\]](#)

- ☒ deciduous tree: alder, maple, aspen, other
☒ evergreen tree: fir, cedar, pine, other
☒ shrubs
☒ grass

- ☒ pasture
- ☒ crop or grain
- ☒ Orchards, vineyards or other permanent crops.
- ☒ wet soil plants: cattail, buttercup, bullrush, skunk cabbage, other
- ☒ water plants: water lily, eelgrass, milfoil, other
- ☒ other types of vegetation

b. What kind and amount of vegetation will be removed or altered? [\[help\]](#)

Not applicable; this is a nonproject action. The draft CAPO contains regulations relating to vegetation removal/protection within critical areas and buffers.

c. List threatened and endangered species known to be on or near the site. [\[help\]](#)

Not applicable; this is a nonproject action; however, the draft CAPO contains language regulating uses within critical wildlife habitat areas.

d. Proposed landscaping, use of native plants, or other measures to preserve or enhance vegetation on the site, if any: [\[help\]](#)

Not applicable; this is a nonproject action; however, the draft CAPO contains language regulating landscaping and use of vegetation within critical areas, habitats and buffers.

e. List all noxious weeds and invasive species known to be on or near the site. [\[help\]](#)

Not applicable; this is a nonproject action.

5. Animals [\[help\]](#)

a. List any birds and other animals which have been observed on or near the site or are known to be on or near the site. [\[help\]](#)

Examples include:

birds: hawk, heron, eagle, songbirds, other: ALL
 mammals: deer, bear, elk, beaver, other: ALL
 fish: bass, salmon, trout, herring, shellfish, other _____ ALL

b. List any threatened and endangered species known to be on or near the site. [\[help\]](#)

Non-project action

c. Is the site part of a migration route? If so, explain. [\[help\]](#)

Grays Harbor County is in the Pacific Flyway which is a significant migration route for shorebirds, waterfowl, songbirds and raptors.

d. Proposed measures to preserve or enhance wildlife, if any: [\[help\]](#)

Non-project action; however, the CAPO contains language regulating identified fish and wildlife habitat through the application of buffers and mitigation in critical fish and wildlife habitat areas.

e. List any invasive animal species known to be on or near the site. [\[help\]](#)

Non-project action.

6. Energy and Natural Resources [\[help\]](#)

a. What kinds of energy (electric, natural gas, oil, wood stove, solar) will be used to meet the completed project's energy needs? Describe whether it will be used for heating, manufacturing, etc. [\[help\]](#)

Non-project action

b. Would your project affect the potential use of solar energy by adjacent properties? If so, generally describe. [\[help\]](#)

Non-project action

c. What kinds of energy conservation features are included in the plans of this proposal? List other proposed measures to reduce or control energy impacts, if any: [\[help\]](#)

Non-project action

7. Environmental Health [\[help\]](#)

a. Are there any environmental health hazards, including exposure to toxic chemicals, risk of fire and explosion, spill, or hazardous waste, that could occur as a result of this proposal? If so, describe.

Non-project action; however, the draft CAPO contains language regulating the exposure of toxic chemicals through the application of a plan for (a) hazardous material best management practices, (b) integrated pest best management practices, and (c) landscape maintenance best management practices for projects involving the subdivision and/or individual projects located within critical aquifer recharge areas or critical area habitats and buffers.

1) Describe any known or possible contamination at the site from present or past uses. [\[help\]](#)

Non-project action

2) Describe existing hazardous chemicals/conditions that might affect project development and design. This includes underground hazardous liquid and gas

transmission pipelines located within the project area and in the vicinity. [\[help\]](#)

Non-project action

- 3) **Describe any toxic or hazardous chemicals that might be stored, used, or produced during the project's development or construction, or at any time during the operating life of the project.** [\[help\]](#)

Not applicable

- 4) **Describe special emergency services that might be required.**

Non-project action

- 5) **Proposed measures to reduce or control environmental health hazards, if any:**

Non-project action

b. Noise [\[help\]](#)

- 1) **What types of noise exist in the area which may affect your project (for example: traffic, equipment, operation, other)?**

None - Non-project action; however, the draft CAPO contains language regulating noise that might be received from a subsequent project to a wetland or wetland buffer.

- 2) **What types and levels of noise would be created by or associated with the project on a short-term or a long-term basis (for example: traffic, construction, operation, other)? Indicate what hours noise would come from the site.**

- 3) **Proposed measures to reduce or control noise impacts, if any:**

8. Land and Shoreline Use [\[help\]](#)

- a. **What is the current use of the site and adjacent properties? Will the proposal affect current land uses on nearby or adjacent properties? If so, describe.** [\[help\]](#)

A variety of land uses exist within unincorporated Grays Harbor County. The supermajority of flood plain in Grays Harbor County is in agricultural uses such as row crop, hay pasture,. Residential uses along shorelines and in associated river valleys is also prevalent. Commercial and industrial uses are generally located along major roads and where adequate services are available.

- b. **Has the project site been used as working farmlands or working forest lands? If so, describe. How much agricultural or forest land of long-term commercial significance will be converted to other uses as a result of the proposal, if any? If resource lands have not been designated, how many acres in farmland or forest land tax status will be converted to nonfarm or nonforest use?** [\[help\]](#)

The adoption of the CAPO is a non-project action. The CAPO would not convert designated agricultural or forest land of long-term significance,

- 1) **Will the proposal affect or be affected by surrounding working farm or forest land normal business operations, such as oversize equipment access, the application of**

pesticides, tilling, and harvesting? If so, how: [\[help\]](#)

Non-project action. Flood regulation affect the construction of buildings. Farming and silvicultural practices would be unaffected.

c. Describe any structures on the site. [\[help\]](#)

Non-project action

d. Will any structures be demolished? If so, what? [\[help\]](#)

Non-project action

e. What is the current zoning classification of the site? [\[help\]](#)

Non-project action

f. What is the current comprehensive plan designation of the site? [\[help\]](#)

The majority of the properties located within unincorporated Grays Harbor County are designated Agricultural or General Development. A small percentage (by acre) is designated Industrial, and Urbanizing

g. If applicable, what is the current shoreline master program designation of the site? [\[help\]](#)

The current shoreline master program designation of the lands subject to the Draft SMP are currently designated as Urban Environment, Rural Environment, Conservancy Environment, Natural Environment, and Ocean Beach Environment.

The Draft SMP designates the following Shoreline Environments: High Intensity, Coastal Community, Shoreline Residential, Rural Development, Aquatic, Pacific Ocean, and Natural.

h. Has any part of the site been classified as a critical area by the city or county? If so, specify. [\[help\]](#)

Grays Harbor County has designated the areas of special flood hazard identified by FEMA as "frequently flooded areas", the Wildcat Aquifer and associated recharge area, and the protective radius around Group A and B wells as critical aquifer protection areas, Type "S", "F", "N" and "NP" waters as identified by the Washington Department of Natural Resources as fish habitat conservation areas, areas of priority habitat as identified by the Washington Department of Fish and Wildlife as wildlife habitat conservation area, all land that meet the definition of "wetland" as defined by the

Department of Ecology as critical wetland area and areas of special geotechnical hazard are identified as critical geo-hazard area.

i. Approximately how many people would reside or work in the completed project? [\[help\]](#)

Non-project action

j. Approximately how many people would the completed project displace? [\[help\]](#)

Non-project action

k. Proposed measures to avoid or reduce displacement impacts, if any: [\[help\]](#)

l. Proposed measures to ensure the proposal is compatible with existing and projected land uses and plans, if any: [\[help\]](#)

m. Proposed measures to reduce or control impacts to agricultural and forest lands of long-term commercial significance, if any: [\[help\]](#)

9. Housing [\[help\]](#)

a. Approximately how many units would be provided, if any? Indicate whether high, middle, or low-income housing. [\[help\]](#)

Not applicable; this is a nonproject action.

b. Approximately how many units, if any, would be eliminated? Indicate whether high, middle, or low-income housing. [\[help\]](#)

c. Proposed measures to reduce or control housing impacts, if any: [\[help\]](#)

10. Aesthetics [\[help\]](#)

a. What is the tallest height of any proposed structure(s), not including antennas; what is the principal exterior building material(s) proposed? [\[help\]](#)

Not applicable; this is a nonproject action.

b. What views in the immediate vicinity would be altered or obstructed? [\[help\]](#)

Not applicable; this is a nonproject action.

c. Proposed measures to reduce or control aesthetic impacts, if any: [\[help\]](#)

Not applicable; this is a nonproject action.

11. Light and Glare [\[help\]](#)

The draft CAPO contains language to control light and glare in and around critical wetland habitats.

a. What type of light or glare will the proposal produce? What time of day would it mainly occur? [\[help\]](#)

Not applicable; this is a nonproject action. The draft CAPO contains language regulating glare that might be received from a subsequent project to a wetland or wetland buffer.

b. Could light or glare from the finished project be a safety hazard or interfere with views? [\[help\]](#)

Not applicable; this is a nonproject action.

b. What existing off-site sources of light or glare may affect your proposal? [\[help\]](#)

Not applicable; this is a nonproject action.

c. Proposed measures to reduce or control light and glare impacts, if any: [\[help\]](#)

N/A

12. Recreation [\[help\]](#)**a. What designated and informal recreational opportunities are in the immediate vicinity?** [\[help\]](#)

Non-project action

b. Would the proposed project displace any existing recreational uses? If so, describe. [\[help\]](#)

Non-project action

c. Proposed measures to reduce or control impacts on recreation, including recreation opportunities to be provided by the project or applicant, if any: [\[help\]](#)

Future project-specific development proposals will be evaluated through the SEPA environmental review process.

13. Historic and cultural preservation [\[help\]](#)

- a. Are there any buildings, structures, or sites, located on or near the site that are over 45 years old listed in or eligible for listing in national, state, or local preservation registers ? If so, specifically describe. [\[help\]](#)

Not applicable; this is a nonproject action.

- b. Are there any landmarks, features, or other evidence of Indian or historic use or occupation? This may include human burials or old cemeteries. Are there any material evidence, artifacts, or areas of cultural importance on or near the site? Please list any professional studies conducted at the site to identify such resources. [\[help\]](#)

Not applicable; this is a nonproject action.

- c. Describe the methods used to assess the potential impacts to cultural and historic resources on or near the project site. Examples include consultation with tribes and the department of archeology and historic preservation, archaeological surveys, historic maps, GIS data, etc. [\[help\]](#)

Not applicable; this is a nonproject action. However, the draft CAPO contains language regulating consultation and notification of tribes for specific projects located within the flood plain and/or critical fish and wildlife habitat areas.

- d. Proposed measures to avoid, minimize, or compensate for loss, changes to, and disturbance to resources. Please include plans for the above and any permits that may be required. [\[help\]](#)

Not applicable; this is a nonproject action.

14. **Transportation** [\[help\]](#)

- a. Identify public streets and highways serving the site or affected geographic area and describe proposed access to the existing street system. Show on site plans, if any. [\[help\]](#)

Not applicable; this is a nonproject action.

- b. Is the site or affected geographic area currently served by public transit? If so, generally describe. If not, what is the approximate distance to the nearest transit stop? [\[help\]](#)

Not applicable; this is a nonproject action.

- c. How many additional parking spaces would the completed project or non-project proposal have? How many would the project or proposal eliminate? [\[help\]](#)

Non-project action

- d. Will the proposal require any new or improvements to existing roads, streets, pedestrian, bicycle or state transportation facilities, not including driveways? If so, generally describe (indicate whether public or private). [\[help\]](#)

Not applicable; this is a nonproject action.

- e. Will the project or proposal use (or occur in the immediate vicinity of) water, rail, or air transportation? If so, generally describe. [\[help\]](#)

Not applicable; this is a nonproject action.

- f. How many vehicular trips per day would be generated by the completed project or proposal? If known, indicate when peak volumes would occur and what percentage of the volume would be trucks (such as commercial and nonpassenger vehicles). What data or transportation models were used to make these estimates? [\[help\]](#)

Not applicable; this is a nonproject action. Future project-specific development proposals will be evaluated through the SEPA environmental review process.

- g. Will the proposal interfere with, affect or be affected by the movement of agricultural and forest products on roads or streets in the area? If so, generally describe. [\[help\]](#)

Not applicable; this is a nonproject action. Future project-specific development proposals will be evaluated through the SEPA environmental review process.

- h. Proposed measures to reduce or control transportation impacts, if any: [\[help\]](#)

15. **Public Services** [\[help\]](#)

- a. Would the project result in an increased need for public services (for example: fire protection, police protection, public transit, health care, schools, other)? If so, generally describe. [\[help\]](#)

Not applicable; this is a nonproject action.

- b. Proposed measures to reduce or control direct impacts on public services, if any. [\[help\]](#)

Not applicable; this is a nonproject action.

16. **Utilities** [\[help\]](#)

- a. Circle utilities currently available at the site: [\[help\]](#)
electricity, natural gas, water, refuse service, telephone, sanitary sewer, septic system,
other _____

- d. Describe the utilities that are proposed for the project, the utility providing the service, and the general construction activities on the site or in the immediate vicinity which might be needed. [\[help\]](#)

Not applicable; this is a nonproject action.

C. Signature [\[help\]](#)

The above answers are true and complete to the best of my knowledge. I understand that the lead agency is relying on them to make its decision.

Signature: Jane W. Hewitt
 Name of signee Jane W. Hewitt
 Position and Agency/Organization Grays Harbor Co. Planning
 Date Submitted: _____

D. supplemental sheet for nonproject actions [\[help\]](#)

(IT IS NOT NECESSARY to use this sheet for project actions)

Because these questions are very general, it may be helpful to read them in conjunction with the list of the elements of the environment.

When answering these questions, be aware of the extent the proposal, or the types of activities likely to result from the proposal, would affect the item at a greater intensity or at a faster rate than if the proposal were not implemented. Respond briefly and in general terms.

1. How would the proposal be likely to increase discharge to water; emissions to air; production, storage, or release of toxic or hazardous substances; or production of noise?

The purpose of the draft CAPO is to limit the ability of future development to discharge water, increase emissions, and create noise that create a net loss of critical area ecological function.

Proposed measures to avoid or reduce such increases are:

The draft CAPO specifically provides for use of best management practices to protect water quality, such a low-impact development methods, to ensure the filtration of stormwater before entering waterways. Buffers for wetlands and fish and wildlife habitat conservation areas are also included in the draft SMP through the adoption of the critical areas ordinance update by reference.

There are other county, state, and federal provisions to manage development impacts related to air quality, water quality and noise impacts. Grays Harbor County, through its zoning ordinance and through its adoption of the 2015 International Building Code, regulates the production, storage, or release of toxic or hazardous substances. The combination of these laws reasonably will protect critical area ecological functions from development impacts.

2. How would the proposal be likely to affect plants, animals, fish, or marine life?

The draft CAPO will allow development within areas that have flora and fauna within the critical area environment. The extent of that affect will be limited due to regulations if the draft CAPO update is adopted.

Proposed measures to protect or conserve plants, animals, fish, or marine life are:

The draft critical areas ordinance updates, contain provisions that will protect a wide range of habitat for flora and fauna, including establishing standards for buffers and avoidance of vegetation removal whenever feasible. Development in and around these areas also may require technical assessments to evaluate potential impacts from development that may require avoidance or mitigation to conserve species.

3. How would the proposal be likely to deplete energy or natural resources?

Text amendment will not affect energy or natural resources.

Proposed measures to protect or conserve energy and natural resources are:

This issue is beyond the scope of the draft SMP.

4. How would the proposal be likely to use or affect environmentally sensitive areas or areas designated (or eligible or under study) for governmental protection; such as parks, wilderness, wild and scenic rivers, threatened or endangered species habitat, historic or cultural sites, wetlands, floodplains, or prime farmlands?

The CAPO will reduce the likelihood of future development negatively affecting environmentally sensitive areas. These areas include wetlands, fish and wildlife habitat conservation areas, geologically hazardous areas, and frequently flooded areas. Threatened or endangered species exist within some of these sensitive areas.

Proposed measures to protect such resources or to avoid or reduce impacts are:

5. How would the proposal be likely to affect land and shoreline use, including whether it would allow or encourage land or shoreline uses incompatible with existing plans?

The draft CAPO manages future development within and near critical areas (wetlands, geologically hazardous areas, critical wildlife habitat.)

Proposed measures to avoid or reduce shoreline and land use impacts are:

The draft SMP and the Critical Area Protection Ordinance will become elements of the Comprehensive Plan, and under the Growth Management Act, each element must be consistent with one another. To ensure consistency, the draft SMP undergoes review by state agencies and Grays Harbor County before adoption. This thorough vetting of the draft SMP by all parties confirms compatibility with not only local plans and codes, but state and federal ones as well.

6. How would the proposal be likely to increase demands on transportation or public services and utilities?

Future development in Grays Harbor County allowed through the draft SMP and updated CAPO may generate greater demand on transportation, public services, and utilities as a natural outgrowth of population increase. However, projected population trends do not suggest significant growth in areas to which the plan applies.

Proposed measures to reduce or respond to such demand(s) are:

The draft SMP and updated CAPO, as well as the County's Comprehensive Plan, provide public policy guidance in managing future demands on transportation, public services, and utilities within the shoreline environment. The draft SMP contains specific goals, policies, and regulations on transportation and utilities while the overall Comprehensive Plan addresses all three elements in detail, including providing requirements for concurrency, level of service standards, financing policies, and environmental protection. The elements of the comprehensive plan must show consistency with one another, thereby reducing the potential of future negative impacts.

7. Identify, if possible, whether the proposal may conflict with local, state, or federal laws or requirements for the protection of the environment.

The draft SMP and updated CAPO will undergo review by state agencies to ensure there is no conflict with state and federal laws. Grays Harbor County has reviewed the proposed ordinance to ensure consistency with other County plans, policies, and regulations. No conflict is apparent with local, state or federal law.

Department of Public Services

Phone: 360-249-4222
Fax: 360-249-3203



100 West Broadway; Suite 31
Montesano, Washington 98563
www.co.grays-harbor.wa.us

GRAYS HARBOR COUNTY

STATE OF WASHINGTON

STATE ENVIRONMENTAL POLICY ACT

DETERMINATION OF NON-SIGNIFICANCE (DNS) Case 2017-1315

Description of Proposal: Grays Harbor County Code is updating its Critical Area Protection Ordinance in accordance with the Growth Management Act, Chapter 36.70A RCW. The jurisdiction of the draft CAO Update extends to wetlands, critical aquifer recharge areas, frequently flooded areas, geologically hazardous areas, and fish and wildlife habitat areas within the unincorporated areas of Grays Harbor County. The draft CAPO provides regulations for managing future development adjacent to and within these critical protection areas.

The updated draft Critical Area Protection Ordinance is available to view at 100 W. Broadway, Suite 31, Montesano, WA 98563 between the hours of 8:30 a.m. to 12:00 p.m. and 1:00 p.m. and 4:30 p.m. Monday through Friday. The updated draft Critical Area Protection Ordinance is also available on-line at www.co.grays-harbor.wa.us/departments/public_services

Proponent: Grays Harbor County Department of Public Services, Planning Division, 100 W. Broadway, Suite 31, Montesano, WA 98563

Location of Proposal: The jurisdiction of the draft CAO Update extends to wetlands, critical aquifer recharge areas, frequently flooded areas, geologically hazardous areas, and fish and wildlife habitat areas within the unincorporated areas of Grays Harbor County.

Lead Agency: Grays Harbor County.

The lead agency for this proposal has determined that the proposed project does not have a probable significant adverse impact on the environment. An environmental impact statement (EIS) is not required under RCW 43.21C.030(2)(c). This decision was made after review of a completed environmental checklist and other information on file with the lead agency. This information is available to the public on request.

This DNS is issued under WAC 197-11-340; Grays Harbor County will not act on this proposal for 15 days from the date below. Comments must be submitted by 4:30 p.m. on Thursday, September 21, 2017.

Responsible Official: Jane W. Hewitt.

Position/title: Principal Planner

Telephone: 360-249-4222.

Address: 100 W. Broadway Ave. Suite 31, Montesano, WA 98563.

Date: September 7, 2017

Signature: 

Appeals of this determination shall be made as set forth in the laws of the State of Washington RCW 43.21(C)

Department of Public Services

Phone: 360-249-4222

Fax: 360-249-3203



100 West Broadway; Suite 31
Montesano, Washington 98563
www.co.grays-harbor.wa.us

GRAYS HARBOR COUNTY PLANNING COMMISSION

RECORD OF ACTION

In response to issues raised in written and oral testimony February 6, 2018

In response to issues raised in written testimony October 2, 2018

CASE 2018-0049

Description of Proposal:

The adoption of the *2018 Periodic Update to the Grays Harbor County Critical Areas Protection Ordinance* as an amendment to the *Grays Harbor County Comprehensive Plan*.

Proponent:

Grays Harbor County, 100 West Broadway Avenue, Suite 31, Montesano, WA 98563-3614

Location of Current Proposal:

The proposal would apply to critical areas (wetlands, critical aquifer recharge areas, frequently flooded areas, geologically hazardous area and fish & wildlife habitat conservation areas and the designation of mineral resource lands, forestlands and agricultural lands throughout Grays Harbor County.

Public Notification:

Grays Harbor County published a notice of the February 6, 2018 public hearing in both the January 18, 2018 and January 25, 2018 editions of The Vidette and The Daily World. Additionally, the continuance of this hearing was advertised in the September 20, 2018 edition of The Vidette.

Public Participation:

Grays Harbor County Planning Staff briefed the Planning Commission on the GMA Periodic Update to the CAPO in an open public meeting on December 5, 2017 advertised to the public in The Vidette, posted on the County website with sent to interested parties of record via email. A workshop on the GMA Periodic Update was

made available to interested parties of record and the general public on December 12, 2017. An informational page has been posted on the Grays Harbor County website since October 2017 with links to the existing Critical Areas Protection Ordinance, the initial proposed Draft 2018 Critical Areas Protection Ordinance Update and the revisions under review at the October 2, 2018 meeting.

Environmental Review:

Grays Harbor County issued a State Environmental Policy Act (SEPA) Determination of Non-Significance on September 7, 2017. This threshold determination was posted to the SEPA Register, circulated to agencies and advertised in The Vidette newspaper on September 7, 2017.

Applicable Sections of the County Ordinance:

Grays Harbor County Code Chapter 18.02 “Definitions”, Chapter 18.06 “Critical Areas Protection Ordinance” and Grays Harbor County Code 17.84.010 through 17.84.100 governing amendments to Grays Harbor County Code.

PUBLIC COMMENT ON 11/3/2017 Draft

At its February 6, 2018 public meeting the Planning Commission heard testimony and received written testimony expressing concern about how the proposed Critical Area Ordinance Update addressed four key areas of concern:

- 1) Development on or near steep and unstable slopes including landslide runout areas.¹
- 2) Saltwater intrusion to wells and generally how the County meets RCW 36.70A.060(2) that requires protection of aquifers used for potable water.²
- 3) Increased wetland buffers to Category III wetlands with high habitat score³
- 4) Vesting of long plats and Planned Unit Developments.

1) Development on or near steep and unstable slopes

Discussion: Grays Harbor Planning Staff reviews the location of every development proposal (subdivisions and building permits) for erosion hazard, landslide hazard and seismic hazard according to the requirement in the current CAPO using the Department of Natural Resources steep and unstable slope data, and LIDAR. If a proposal appears to be located in or near an area of steep and unstable slopes, the applicant is required to submit a Special Study from a geotechnical engineer. See requirements in Section 18 (entitled Special Studies) and Sections 54 & 55 (entitled Additional Requirements for Critical Area Reports in Geologically Hazardous Areas and Critical Area Requirements for Specific Hazard Areas) of the proposed GMA update.

Specifically, if there are concerns about unstable slopes and landslide and landslide runout areas within or affected by a proposed development the Special Study must examine a wide variety of on-site and off-site impacts per Section 54(2) if the result of the site evaluation indicates a need for further study. Proposals must meet the Performance Standards detailed in Section 56. In addition to provisions in the Critical Areas Protection Ordinance, the International Building Code and International Residential Code address building clearances from ascending and descending slopes.

Proposal: The Planning and Building Division does not advise modification to language in the proposed 2018 Update to the Critical Area Protection Ordinance at this time. Special attention will be paid to comments received in the GMA Update review period from agencies with expertise such as the Department of Natural Resources and Department of Ecology. Between required updates to its CAPO, Grays Harbor County

¹ See Futurewise letter dated 2/2/2018, pages 2-3

² See Futurewise letter dated 2/2/2018, page 2, page 5 and testimony by R.D. Grunbaum

³

staff will monitor any updates to CAPO model ordinance and/or state agency guidance and bring requested amendments forward for consideration by the Planning Commission and Board of County Commissioners.

2) **Salt Water Intrusion and protection of groundwater sources**

Discussion: Grays Harbor County Environmental Health Division is currently drafting revisions to its Water Availability Verification process (which includes testing for bacteriological and inorganic contaminants) in response to new Washington State Department of Health Guidelines. The Environmental Health Division intends to propose to the Board of County Commissioners for adoption, updated procedures and requirements, including adding chloride testing to initial sampling requirements. The Environmental Health Laboratory expects to acquire necessary lab equipment in its 2019 budget cycle to provide property owners a local testing option. This requirement will enable baseline monitoring throughout the county as new private wells are tested and provide a mechanism for early indications of seawater intrusion in coastal and tidally influenced riverine areas.

Regulations to protect existing private and public water sources and known aquifers are not exclusively found in the Critical Areas Protection Ordinance. See also 1) Grays Harbor County Code Chapter 13.08 which adopts the current edition of the Washington State Department of Ecology and Washington State Department of Health Joint Guideline of Determining Water Availability for New Buildings or its successor and sets forth the review and approval process for water availability; 2) Grays Harbor County Code Chapter 13.12 which regulates the watershed lands for the domestic water supply of the Cities of Aberdeen, Hoquiam, and Montesano; 3) Grays Harbor County Code Chapter 13.16 which regulates cross connection and institutes backflow prevention requirements between consumers of water from private wells and public water systems; and, 4) related regulations concerning the County's public sewer system found in Grays Harbor County Code Chapter 13.20 entitled County Sewage System Regulations.

Proposal: Planning staff does not advise any modification to language in the proposed 2018 Update to the Critical Area Protection Ordinance at this time. The Planning Division will work closely with the Environmental Health Division as it implements chloride testing and may propose an interim update in the future. New official guidance from the Washington State Departments of Health and Ecology regarding the Hirst Decision is anticipated later in 2018.

3) Impact of proposed changes to the State Model Ordinance for Wetlands

After the continuance the Planning Commission consideration of the November 3, 2017 draft of the proposed Update to the CAPO, County staff provided the Department of Ecology with technical comparisons between current Grays Harbor County CAPO wetland setbacks and those in the proposed CAPO derived from State Model Ordinance. A technical committee at the Department of Ecology reviewed these results against control wetlands in their sample as well as conducted a deliberative review of buffers supported Best Available Science. The State Model Ordinance guidance was officially revised as a result and published in late July 2018. Parametrix wetland biologists re-ran the required buffer widths on the study areas in Divisions 8 and 10. This has resulted in Seabrook withdrawing its concerns about the adoption of the buffer requirements in the proposed CAPO, *as revised*. See correspondence in Attachment A.

Proposal: Seabrook has withdrawn its concerns on the matter of non-conformity. See Attachment A.

4) Impact of changes to Critical Area Protection Ordinance Planned Unit Development (PUD)

Discussion: Grays Harbor County staff has clarified with Seabrook that its planned unit development is a type of development agreement between Grays Harbor County and the developer as defined by RCW 36.70B.170. The agreement vests the PUD in the development standards, uses, and mitigation of the development of the real property for the duration specified in the agreement. RCW 36.70B.170 RCW clarifies that vesting extends to “mitigation measure, development conditions, and other requirements” under chapter 43.21.C RCW (State Environmental Policy Act) and a build-out or vesting period. A lot in a PUD is vested to CAO buffers during the agreed build-out period. Lots in the original Seabrook PUD are vested to the buffers and regulations defined in the PUD.

Proposal: Seabrook has withdrawn its concerns on the matter of non-conformity. See Attachment A.

PUBLIC COMMENT ON 9/7/2018 Draft FINAL

At its October 2, 2018 public meeting the Planning Commission received written testimony expressing concern about how the proposed Critical Area Ordinance Update addressed several areas of concern: Staff received (via email) a letter dated October 2, 2018 from Tim Trohimovich, Director of Planning and Law for Futurewise. The following is a brief restatement of concerns raised in this letter, staff discussion and staff recommendation:

- (1) *We recommend that the standards for marking buffers in Section 26 also apply to fish and wildlife habitat buffers and landslide buffers. This will better protect the buffers long-term and the fish and wildlife habitats and people and property the buffers protect.*

Discussion: Certain larger projects may be appropriate for this measure. GHC Staff routinely requires stream setbacks be marked in the field for subdivisions and during building construction where appropriate. Staff has the authority to require signage with its supplemental authority through the State Environmental Policy Act. Signage is generally not practical on most rural properties and is effectively unenforceable as GHC has no means to monitor whether signage is maintained.

Suggested modification to Draft: None

- (2) *The aquifer recharge areas regulations in Article III should designate and protect all known aquifers used for wells in addition to wellhead protection areas and permeable soils. These aquifers provide important water sources for homes and businesses and should be protected.*

Discussion: 1) Grays Harbor County Code 13.12.010 designates and strictly regulates entry and allowed activity within the watersheds of the Cities of Aberdeen, Hoquiam, and Montesano, which are all in unincorporated Grays Harbor County. 2) All subdivisions and any development resulting the creation of a dwelling unit within a critical area recharge area of Group A and B public water systems must record *on title* a Best Management Practices Plan (BMPP) document prepared by Grays Harbor County. This applies properties within the protective radius for Group A & B wells and for all development within the Wildcat Creek Aquifer. 3) All applications for new development are reviewed by Environmental Health and may be required to record a BMPP if the proposal is within the 1-year, 5-year or 10-year time of travel modelling to a public water source.

These safeguards are in place in Grays Harbor County Code and WA Department of Health code enforced at the local and state level. Most of the county regulation that protects aquifers does not appear in the Critical Areas Protection Ordinance.

Suggested modification to Draft: None

- (3) *Amend proposed Section 42 to protect aquifers from salt water intrusion and to protect ground water quantity, quality, and senior water rights holders. Again, these aquifers are important water sources for homes and businesses and should be protected from contamination and overuse.*

Discussion: Requirements for determining potable water supply adequacy are addressed in Grays Harbor County Code Chapter 13.08 entitled “Water Availability Program for New Buildings”. Grays Harbor County Environmental Health Division is currently drafting revisions to its Water Availability Verification process (which includes testing for bacteriological and inorganic contaminants) in response to new Washington State Department of Health Guidelines. The Environmental Health Division intends to propose to the Board of County Commissioners for adoption, updated procedures and requirements, including adding chloride testing to initial sampling requirements. The Environmental Health Laboratory expects to acquire necessary lab equipment in its 2019 budget cycle to provide property owners a local testing option. This requirement will enable baseline monitoring throughout the county as new private wells are tested and provide a mechanism for early indications of seawater intrusion in coastal and tidally influenced riverine areas.

Requirements for determining potable water supply adequacy are addressed in Grays Harbor County Code Chapter 13.08 entitled “Water Availability Program for New Buildings.

It is unnecessary to duplicate these requirements within the Critical Area Protection Ordinance.

Suggested modification to Draft: None

- (4) *Amend Section 48 to require the protection of new development from sea level rise. Sea level rise is increasing the potential for flood damage. Please see page 10 of this letter for our specific recommendations.*

Discussion: Translation of the science into regulatory language is receiving considerable attention in Washington and nationwide. The Washington Department of Ecology is in the process of developing additional guidance for sea level considerations in Shoreline Master Programs. Staff intends to follow development of a model ordinance or official ECY guidance on this subject and propose an update the Shoreline Master Program with associated language appearing in the Critical Area Protection Ordinance. Staff anticipates that Sea Level Rise may be the subject of an interim update to the Critical Areas Ordinance between 2018 and the next regularly scheduled GMA Update in 2026.

Suggested modification to Draft: None. There is not sufficient direction from the Washington Department of Ecology for the development of regulatory language sea level rise. Staff does not propose draft regulatory language at this time.

- (5) Include landslide runout areas in the designation of geological hazards in Section 53. Landslide runouts are deadly and damage homes.⁴ Designating these areas as landslide hazards will help protect people and property. Please see page 18 of this letter for our specific recommendations.

Discussion: See Item 7

Suggested modification to Draft: None – see Item 7

- (6) Require identification of and mitigation for coastal erosion hazards and river and stream bank erosion in Sections 55 and 56. This will help protect new development from coastal and river and stream erosion. Please see page 40 **15** this letter for our specific recommendations.

Discussion: This is an improvement to the proposed draft language.

Suggested modification to Draft: Adopt a motion to add “including coastal erosion and river and stream bank erosion” to Section 55(2)(i) and add “including coastal erosion and river and stream bank erosion” to Section 56(B)(9).

- (7) The 40-foot-wide landslide hazard buffers in proposed Section 56C.1 are not adequate to protect people and property from landslides. We recommend setting landslide buffers based on the specific characteristics of the landslide hazard area. Please see page 18 of this letter for our specific recommendations.

Discussion: The 40 foot clearance to the top and toe of slopes as defined ensures standard *minimum* clearance from ascending and descending slopes for construction adjacent to slopes greater than 1:3 and less than 1:1. Meeting this standard on relatively mild slopes may be done prescriptively – simply staying 40 back. Construction adjacent to slopes greater than 1:1 almost always involves a site specific investigation and report by a geotechnical professional. Steep slopes are typically mapped by DNR as either having erosion hazard *potential* or landslide hazard *potential* with site specific investigation required unless the proposal is prescriptively setback at least 40 feet. This is derived directly from the International Building Code and the International Residential Code. Nowhere in code is there a discussion of setting back 40 feet from an “identified landslide”. This is likely a typo or a misreading of proposed code language without reference to section 18.02 Definitions “Clearance to Slopes”.

Suggested modification to Draft: None.

(8) Earthquakes can also cause significant damage, particularly in areas where the geology and soils focus earthquake energy or where soils liquefy or weaken during earthquakes. Twelve percent of the buildings in unincorporated Grays Harbor County are estimated to be built on soils with a moderate-high risk of liquefaction. More precisely designating these areas and adopting regulations to protect buildings sited in these areas can protect people and property. Please see page 19 of this letter for our specific recommendations.

Discussion: This subject is ripe for further study and incorporation into an interim update to the CAO.

Suggested modification to Draft: None at this time

(9) We recommend the update reference the most recent edition of priority habitats and species list and the Washington State Department of Fish and Wildlife priority habitats and species management recommendations. This will make it easier to keep the Critical Area Protection Ordinance up to date. Please see page 20 of this letter for our specific recommendations.

Discussion: All references in the document should specify the “or the most recent edition”

Suggested modification to Draft: Make a motion to add the phrase “or the most recent edition” to Article VI, Section 58(A) items 1-11.

(10) Section 57A.3 designates habitats of local importance as fish and wildlife habitat conservation areas which we support. But the habitats are not identified and a process is not included to designate them. The update should either identify habitats of local importance or include a process for designating them in Section 57. Please see page 20 of this letter for our specific recommendations.

Discussion: Grays Harbor County does not currently have the means to designate habitats of local importance and relies on WDFW Priority Habitats and Species data and mapping, and US Fish & Wildlife Service mapping. This language is a “placeholder” for future updates. This is an area ripe for updates if Grays Harbor County determines a local need for designation not recognized by WDFW or USFW

Suggested modification to Draft: None

Overview of changes:

Section	Change
Title 18.02.010 Definitions	<p>Added definitions for new terms in code, missing definitions and clarification of poorly worded definitions. New definitions are underlined, altered definitions are shown with a strike through and the changed wording underlined.</p> <p>See: Adaptive management program, Agricultural Activities, Existing and Ongoing, Altered, Alteration, Best Available Science, Best Management Practices, Bog, Buffers or Buffer area, Coastal lagoon, Critical protection areas, Critical Areas, Cumulative Impacts or Effects, Enhancement, Estuarine Wetland, Functions and Values, Hazardous Substances, Impervious Surface, In-Kind Compensation, In Lieu-Fee Program, Infiltration, Interdunal Wetland, Isolated Wetland, Mature and Old-Growth Forested Wetland, Mitigation, Monitoring, Native Vegetation, Preservation, Prior Converted Croplands, Project Area, Re-establishment, Repair or Maintenance, Restoration, SEPA, Septage, Service Area (for critical area mitigation), Soil survey, Species of Local Importance, "Species, Listed", Stream, Unavoidable Impacts, Washington Administrative Code, Wetland Creation, Wetland of High Conservation Value, Wetland Mitigation Bank, Wetland Mosaic.</p>
Section 15	<p>Allowed activities and exemptions are separate sections fully discussed and in plain English. Allowed activities must be consistent with the CAO but do not require Critical Area Review. This codifies certain review policies and practices already in place in Planning Review supporting administrative discretion.</p> <p>Lists activities <i>allowed</i> in buffers for staff and the public to understand and enumerates many allowed uses where current code is vague. Current code lists exemptions without clarification.</p>
Section 16	Formally outlines review process – codifies Pre-Development Review
Sections 19-24	Clarifies mitigation and outlines mitigation standards consistent with Department of Ecology standards.
Section 25	Building setbacks are clarified in order to accommodate practical needs such as landscaping, building overhangs and uncovered decks.
Article II	This section replaces 18.06.135 in its entirety with Washington State Model Ordinance as modified, July 2018.
Sections 36	<p>Buffers are largely unchanged except that with mitigation, buffers may be much smaller.</p> <p>Without mitigation in place Category I and II buffers are reduced (based on Habitat Score) which may result a considerably smaller required buffer.</p>

Section 37	Adds credit and debit system for innovative mitigation proposals
Article III	Replaces the Critical Aquifer Recharge Areas (CARA) section in its entirety through reorganization, plain language. No substantive changes.
Article IV	Unchanged from CFR review and update with FEMA effective February 3, 2018. Unchanged from currently adopted code.
Article V	Geologically Hazardous Areas Adds discussion of emphasis on life safety issues (protection of human inhabitants) based on experience from the Oso slide and other disasters. Buffers are unchanged
Article VI	Critical Fish & Wildlife Habitat Replaces 18.06.140 in its entirety through reorganization, plain language. Allows more administrative discretion. Outlines activities permitted in a buffer. Buffers are unchanged. Authorizes staff to use published WDFW Priority Species & Habitat recommendations rather than requiring applicants to hire a consultant for non-threatened or endangered species.

FINDINGS OF FACT

The Growth Management Act (Chapter 36.70a RCW) requires that counties and cities review and update their Growth Management Act (GMA) documents on a periodic basis:

RCW 36.70a.130

Comprehensive plans—Review procedures and schedules—Amendments.

(1)(a) Each comprehensive land use plan and development regulations shall be subject to continuing review and evaluation by the county or city that adopted them. Except as otherwise provided, a county or city shall take legislative action to review and, if needed, revise its comprehensive land use plan and development regulations to ensure the plan and regulations comply with the requirements of this chapter according to the deadlines in subsections (4) and (5) of this section.

(b) Except as otherwise provided, a county or city not planning under RCW [36.70A.040](#) shall take action to review and, if needed, revise its policies and development regulations regarding critical areas and natural resource lands adopted according to this chapter to ensure these policies and regulations comply with the requirements of this chapter according to the deadlines in subsections (4) and (5) of this section. Legislative action means the adoption of a resolution or ordinance following notice and a public hearing indicating at a minimum, a finding that a review and evaluation has occurred and identifying the revisions made, or that a revision was not needed and the reasons therefor.

Grays Harbor County is listed as a jurisdiction required to conduct a periodic review by June 30, 2018:

RCW 36.70a.130(5)

Comprehensive plans—Review procedures and schedules—Amendments.

(5) Except as otherwise provided in subsections (6) and (8) of this section, following the review of comprehensive plans and development regulations required by subsection (4) of this section, counties and cities shall take action to review and, if needed, revise their comprehensive plans and development regulations to ensure the plan and regulations comply with the requirements of this chapter as follows:

(a) On or before June 30, 2015, and every eight years thereafter, for King, Pierce, and Snohomish counties and the cities within those counties;

(b) On or before June 30, 2016, and every eight years thereafter, for Clallam, Clark, Island, Jefferson, Kitsap, Mason, San Juan, Skagit, Thurston, and Whatcom counties and the cities within those counties;

(c) On or before June 30, 2017, and every eight years thereafter, for Benton, Chelan, Cowlitz, Douglas, Kittitas, Lewis, Skamania, Spokane, and Yakima counties and the cities within those counties; and

(d) On or before June 30, 2018, and every eight years thereafter, for Adams, Asotin, Columbia, Ferry, Franklin, Garfield, Grant, Grays Harbor, Klickitat, Lincoln, Okanogan, Pacific, Pend Oreille, Stevens, Wahkiakum, Walla Walla, and Whitman counties and the cities within those counties.

Note that the schedule for periodic updates is not modified by the fact that parts of the current Critical Areas Protection Ordinance initially adopted in 2010 but modified by settlement agreement were not enacted until 2012. Periodic Updates for Grays Harbor County are required in 2018 and 2026.

Conclusions

1. The proposed revisions (as modified by the revision to the State Model Wetland Ordinance) simplify and standardize the document by providing accepted definitions and clarifying the document through improved organization and consistency from section to section.
2. The proposed 2018 Update to the Critical Areas Protection Ordinance satisfies the minimum requirements for GMA Periodic Updates under Chapter 356-196 of the Washington Administrative Code.
3. The 2018 GMA Periodic Update to the Critical Areas Protection Ordinance will:

- a. Make updates necessary for consistency with the new Shoreline Master Program. The two documents will be reviewed together in the 60-Day Comment period with Washington Department of Commerce to ensure that the regulations are not in conflict.
- b. Correct out-of-date references to regulating documents and updates to State law.
- c. Adopt the model ordinance language for Wetlands that provides more flexibility and authorizes innovative alternatives.

DECISION:

Darrell Haglund made a motion to accept the Findings of Fact and Conclusions for Case 2018-00149 as presented in the staff report. Steve Pomeroy seconded the motion; Motion carried 5-0.

Darrell Haglund made a motion to approve Case 2018-0049, based on the Findings of Fact and Conclusions as presented in the staff report and to direct Planning staff to forward the draft document dated 9/7/2018 with the addition of draft language in Items # 6 & 9ⁱ to the Board of County Commissioners for their consideration.

Add "including coastal erosion and river and stream bank erosion" to Section 55(2)(i) and add "including coastal erosion and river and stream bank erosion"to Section 56(B)(9).

Add the phrase "or the most recent edition" to Article VI, Section 58(A) items 1-11.

Chapter 18.02 - DEFINITIONS

Section:

18.02.010 - Definitions.

For the purpose of this title and to supplement definitions set forth in Section 1.04.010 of this code, certain terms and words are defined in this chapter. Words appearing but not defined in this title shall be given the meaning as defined in the current edition of "Webster's Third New International Dictionary."

"Accessory structure" means a detached subordinate building, the use of which is necessary and incidental to that of a main building on the same lot, and which does not change or alter the character of the premises. A building permit shall be obtained prior to construction of any accessory structure in a frequently flooded area.

"Adaptive management program" means a formal and deliberate scientific approach to taking action and obtaining information in the face of uncertainty. An adaptive management program shall:

- a. Address funding for the research component of the adaptive management program,
- b. Change course based on the results and interpretation of new information that resolve uncertainties; and,
- c. Commit to the appropriate timeframe and scale necessary to reliably evaluate regulatory and non-regulatory action affecting protection of critical areas and anadromous fisheries.

"Affecting" means having, or may be having, an effect on an element or elements of the environment. For purposes of deciding whether an Environmental Impact Statement (EIS) is required and what the EIS must cover, "affecting" refers to having a probable, significant adverse environmental impact or impacts.

"Agriculture" means the tilling of soil, raising of crops, horticulture, viticulture, floriculture, aquaculture including shellfish harvesting, small livestock farming, dairying, animal husbandry, including all uses customarily incidental thereto, but not including slaughter house, fertilizer works, bone yard, or plant for the reduction of animal matter.

"Agricultural Activities, Existing and Ongoing" means those activities conducted on lands defined in RCW 84.34.020(2), and those activities involved in the production of crops and livestock, including but not limited to operation, maintenance and conservation measures of farm and stock ponds or drainage ditches, irrigation systems, changes between agricultural activities, and normal operation, maintenance or repair of existing serviceable structures, facilities or improved areas. Activities which bring an area into agricultural use are not part of an ongoing activity. An operation ceases to be ongoing when the area in which it was conducted is proposed for conversion to a nonagricultural use or has lain idle for a period of longer than five years, unless the idle land is registered in a federal or state soils conservation program.

~~"Altered" means a human-induced action which requires a county development permit and which changes the existing condition of a critical protection area.~~

"Alteration" means any human-induced change in an existing condition of a critical area or its buffer. Alterations include, but are not limited to, grading, filling, channelizing, dredging, clearing of vegetation, construction, compaction, excavation, or any other activity that changes the character of the critical area.

"Anadromous fish" means fish that migrate from salt water to spawn in fresh water.

"Aquifer" means a saturated body of rock, sand, gravel, or other geologic material that is capable of storing, transmitting, and yielding potable water to a well.

"Area of special flood hazard" means the land in a frequently flooded area within the county subject to a one percent or greater chance of flooding in any given year. The designation of an area of special flood hazard on flood insurance rate maps (FIRM) always includes the letters "A" or "V."

"Base flood" means the flood having a one percent chance of being equaled or exceeded in any given year, also referred to as the "100-year flood." The designation of an area of special flood hazard on a FIRM always includes the letters "A" or "V."

"Basement" means any area of the building having its floor sub-grade, below ground level, on all sides.

"Best Available Science" means the current scientific information used in the process to designate, protect, or restore critical areas; that is, derived from a valid scientific process as defined by WAC 365-195-900 through 925.

"Best Management Practices (BMPs)" are conservation practices or systems of practices and management measures that:

- (a) Control soil loss and reduce water quality degradation caused by high concentrations of nutrients, animal waste, toxics, or sediment;
- (b) Minimize adverse impacts to surface water and ground water flow and circulation patterns and to the chemical, physical, and biological characteristics of wetlands;
- (c) Protect trees, vegetation, and soils designated to be retained during and following site construction and use native plant species appropriate to the site for re-vegetation of disturbed areas; and
- (d) Provide standards for proper use of chemical herbicides within critical areas.

"Bog" means a low-nutrient, acidic wetland with organic soils and characteristic bog plants, as described in *Washington State Wetland Rating System for Western Washington: 2014 Update* (Washington State Department of Ecology Publication #14-06-29, Olympia, WA, October 2014).

"Breakaway wall" means a wall that is not part of the structural support of the building and is intended through its design and construction to collapse under specific lateral loading forces, without causing damage to the elevated portion of the building or supporting foundation system.

~~"Buffer or buffer area" means that vegetated area adjacent to critical protection area that can reduce impacts from adjacent land uses through various physical, chemical, and/or biological processes.~~

"Buffers or buffer area" means that area of land immediately adjacent to a critical protection area that maintains the functions and/or structural stability of the critical area. Buffers consist of undisturbed native vegetation or areas identified for restoration established to protect the integrity, functions, and values of the affected habitat

"Built environment" means the elements of the environment as specified in Section 18.02.010, which are generally built or made by people as contrasted with natural processes.

"Channel width and gradient" means a measurement over a representative section of at least five hundred (500) linear feet, with at least ten (10) evenly-spaced measurement points along the normal stream channel, but excluding unusually wide areas of negligible gradient such as marshy or swampy areas, beaver ponds, and impoundments.

"Coastal high hazard area" means an area of special flood hazard extending from offshore to the inland limit of a primary frontal dune along an open coast and any other area subject to high velocity wave action from storms or seismic sources. The area is designated on a FIRM as Zone VE, V or V1 through V30.

Coastal Lagoon means a shallow body of water partly or completely separated from the sea by a barrier beach that receives periodic influxes of salt water, as described in *Washington State Wetland Rating System for Western Washington: 2014 Update* (Washington State Department of Ecology Publication #14-06-29, Olympia, WA, October 2014).

"Conservation easement" means a restriction the scope of development placed on a piece of property to protect the natural or man-made resource associated with the site. Easements are recorded on the property deed and are held in trust by the party granted the easement. The grantee polices the terms of the easement for the duration of its existence.

~~"Critical protection areas" are the values and functions of geologically hazardous areas, frequently flooded areas, wetland areas, fish and wildlife habitat conservation areas, and critical aquifer recharge areas as defined in this chapter.~~

Critical Areas – Critical areas include any of the following areas or ecosystems: critical aquifer recharge areas, fish and wildlife habitat conservation areas, geologically hazardous areas, frequently flooded areas, and wetlands, as defined in RCW 36.70A and Chapter 18.06.

"Critical protection area special study" means a report, prepared by a professional possessing the appropriate state or similar accreditation, examining a development proposal's adverse impact to a critical protection area and any associated buffer. The study shall include information as set forth in Section 18.06.020D.

"Critical facility" means a facility for which even slight chance of flooding might be too great. Critical facilities include, but are not limited to, schools, nursing homes, hospitals, police, fire and emergency response installations, and installations that produce, use, or store hazardous materials or hazardous waste.

"Cumulative" means increasing in size or strength by successive additions without corresponding loss.

"Cumulative Impacts or Effects" – The combined, incremental effects of human activity on ecological or critical area functions and values. Cumulative impacts result when the effects of an action are added to or interact with the effects of other actions in a particular place and within a particular time. It is the combination of these effects, and any resulting environmental degradation, that should be the focus of cumulative impact analysis and changes to policies and permitting decisions.

"Determination of Non-Significance" (or DNS) means the written decision by the responsible official of the lead agency that a proposal is not likely to have a significant adverse environmental impact and therefore, an Environmental Impact Statement (EIS) is not required to be prepared for the proposal.

"Determination of Significance" (or DS) means the written decision by the responsible official of the lead agency that a proposal is likely to have a significant adverse environmental impact and therefore an Environmental Impact Statement (EIS) must be prepared for the proposal.

~~"Development" means any manmade change to improved or unimproved real estate, including but not limited to buildings or other structures, mining, dredging, filling, grading, paving, excavation, drilling operations, or the outdoor storage of equipment or materials on property containing a critical protection area.~~

Development – A land use consisting of the construction or exterior alteration of structures; grading, dredging, drilling, or dumping; filling; removal of sand, gravel, or minerals; bulk heading; driving of pilings; or any project of a temporary or permanent nature which modifies structures, land, wetlands, or shorelines and which does not fall within the allowable exemptions contained in the county code

"EDNA" means the environmental designation for noise abatement, being an area or zone (environment) within which maximum permissible noise levels are established.

"Environment" means and is limited to the following elements:

(1) Natural Environment

(a) Earth

- (i) Geology
- (ii) Soils
- (iii) Topography
- (iv) Unique physical features
- (v) Erosion/enlargement of land area (accretion)

(b) Air

- (i) Air quality
- (ii) Odor
- (iii) Climate

(c) Water

- (i) Surface water movement/quantity/quality
- (ii) Runoff/absorption
- (iii) Floods
- (iv) Ground water movement/quantity/quality
- (v) Public water supplies

(d) Plants and animals

- (i) Habitat for and numbers or diversity of species of plants, fish, or other wildlife
- (ii) Unique species
- (iii) Fish or wildlife migration routes

(e) Energy and natural resources

- (i) Amount required/rate of use/efficiency
- (ii) Source/availability
- (iii) Non-renewable resources

- (iv) Conservation and renewable resources
 - (v) Scenic resources
- (2) Built environment
 - (a) Environmental health
 - (i) Noise
 - (ii) Risk of explosion
 - (iii) Releases or potential releases to the environment affecting public health, such as toxic or hazardous materials
 - (b) Land and shoreline use
 - (i) Relationship to existing land use plans and to estimated population
 - (ii) Housing
 - (iii) Light and glare
 - (iv) Aesthetics
 - (v) Recreation
 - (vii) Historic and cultural preservation
 - (viii) Agricultural crops
 - (c) Transportation
 - (i) Transportation systems
 - (ii) Vehicular traffic
 - (iii) Waterborne, rail, and air traffic
 - (iv) Parking
 - (v) Movement/circulation of people or goods
 - (vi) Traffic hazards
 - (d) Public services and utilities
 - (i) Fire
 - (ii) Police
 - (iii) Schools
 - (iv) Parks or other recreational facilities
 - (v) Maintenance
 - (vi) Communications
 - (vii) Water/stormwater
 - (viii) Sewer/solid waste
 - (ix) Other governmental services or utilities

Environment and environmental quality refer to the state of the environment and are synonymous as used in this title and refers basically to physical environmental quality.

Enhancement – The manipulation of the physical, chemical, or biological characteristics of a wetland to heighten, intensify, or improve specific function(s) or to change the growth stage or composition of the vegetation present. Enhancement is undertaken for specified purposes such as water quality improvement, flood water retention, or wildlife habitat. Enhancement results in a change in wetland function(s) and can lead to a decline in other wetland functions, but does not result in a gain in wetland acres. Examples are planting vegetation, controlling non-native or invasive species, and modifying site elevations to alter hydroperiods.

"Environmental checklist" means the form referenced in Section 18.04.240 and Washington Administrative Code section 197-11-960.

"Environmental review" means consideration of environmental factors as required by this title. The "environmental review process" is the procedure used by agencies and others under SEPA for giving appropriate consideration to the environment in agency decision making.

"Erosion hazard areas" are those areas containing soils that, according to the United States Department of Agriculture Natural Resources Conservation Service Soil Survey Program may experience significant erosion. These include areas identified as having a "moderate to severe," "severe," or "very severe" rill and inter-rill erosion hazard. Erosion hazard areas also include coastal erosion-prone areas and channel migration zones.

"Essential public facilities" include those facilities that are typically difficult to site, such as airports, state education facilities and state or regional transportation facilities as defined in RCW 47.06.140, regional transit authority facilities as defined in RCW 81.112.020, state and local correctional facilities, solid waste handling facilities, and inpatient facilities including substance abuse facilities, mental health facilities, group homes, and secure community transition facilities as defined in RCW 71.09.020.

"Estuarine Wetland" means a vegetated wetland with a water regime that is predominately tidal, as described in *Washington State Wetland Rating System for Western Washington: 2014 Update* (Washington State Department of Ecology Publication #14-06-29, Olympia, WA, October 2014).

"Fish and wildlife habitat conservation areas" means land management for maintaining populations of species in suitable habitats within their natural geographic distribution so that the habitat available is sufficient to support viable populations over the long-term and isolated subpopulations are not created. This does not mean maintaining all individuals of all species at all times, but it does mean not degrading or reducing populations or habitats so that they are no longer viable over the long term. Cooperative planning and coordination should occur to help assure long-term population viability.

Fish and wildlife habitat conservation areas contribute to the state's biodiversity and occur on both publicly and privately owned lands. Designing these areas is an important part of land use planning and appropriate development densities, urban growth area boundaries, open space corridors, and incentive-based land conservation and stewardship programs.

Fish and wildlife habitat conservation areas include:

1. Areas where endangered, threatened, and sensitive species have a primary association;
2. Habitats and species of local importance, as determined locally;
3. Commercial and recreational shellfish areas;
4. Kelp and eelgrass beds; herring, smelt, and other forage fish spawning areas;

5. Naturally occurring ponds under twenty (20) acres and their submerged aquatic beds that provide fish or wildlife habitat;
6. Waters of the state;
7. Lakes, ponds, streams, and rivers planted with game fish by a governmental or tribal entity; and
8. State natural area preserves, natural resource conservation areas, and state wildlife areas.

"Flood" or "flooding" means a general and temporary condition of partial or complete inundation of normally dry land areas from: (a) the overflow of inland or tidal waters and/or (b) the unusual and rapid accumulation of runoff or surface waters from any source.

"Flood insurance rate map (FIRM)" means the official map on which the Federal Insurance Administration has delineated both the areas of special flood hazards and the risk premium zones applicable to the community.

"Flood insurance study (FIS)" means the official report provided by the Federal Insurance Administration that includes flood profiles, the Flood Boundary Floodway Map, and the water surface elevation of the base flood.

"Floodplain" means an area inundated with water that is typically located adjacent to a stream, river, lake, or coastline that exhibits the potential to flood once every one hundred (100) years or have a one percent chance of being equaled or exceeded in any given year.

"Floodway" means the channel of a river or other watercourse and the adjacent land areas that must be reserved in order to discharge the base flood without cumulatively increasing the water surface elevation more than one foot.

"Frequently flooded area" means the land in the floodplain or floodway within the county that is subject to a one percent or greater chance of flooding in any given year.

"Function" means the physical, biological, chemical, and geologic interactions among different components of the environment.

"Functions and Values" – The services provided by critical areas to society, including, but not limited to, improving and maintaining water quality, providing fish and wildlife habitat, supporting terrestrial and aquatic food chains, reducing flooding and erosive flows, wave attenuation, historical or archaeological importance, educational opportunities, and recreation.

"Geologically hazardous areas" are areas that because of their susceptibility to erosion, sliding, earthquakes, or other geologic events, are not suited to siting commercial, residential, or industrial development consistent with public health or safety concerns.

"Hazardous Substances" means any liquid, solid, gas, or sludge, including any material, substance, product, commodity, or waste, regardless of quantity, that exhibits any of the physical, chemical, or biological properties described in WAC 173-303-090 or 173-303-100.

"High slope instability" means a soil highly susceptible to landslides based on a combination of geologic, topographic, and hydrologic factors, such as any combination of bedrock, soil, slope gradient, slope aspect, structure or hydrology as identified in the State Department of Natural Resources (DNR) "Forest Practice Application Review System" (FPARS) resource mapping system. These soils are located in areas exhibiting a combination of topographic attributes, including (a) concave slopes with sixty-five (65) percent or greater gradient or (b) planar slopes

with eighty (80) percent or greater gradient, both as identified in DNR's geospatial "slpstab" map layer.

"Highly erodible" means impermeable or minimally impermeable soil that possesses a high potential for erosion, as identified in the State Department of Natural Resources "Forest Practice Application Review System" (FPARS) resource mapping system.

"Hydrology" means the science dealing with waters of the earth.

"Impacts" are effects or consequences of actions. Environmental impacts are effects upon the elements of the environment previously listed in this section.

~~"Impervious surface" means a surface that impairs or prevents the recharge effect of surface water into the soil.~~

"Impervious Surface" means surface area which either prevents or retards the entry of water into the soil mantle as under natural conditions prior to development. A non-vegetated surface area which causes water to run off the surface in greater quantities or at an increased rate of flow from the flow present under pre-development or pre-developed conditions. Common impervious surfaces include, but are not limited to, roof tops, walkways, patios, driveways, parking lots or storage areas, concrete or asphalt paving, gravel roads, packed earthen materials, and oiled, macadam or other surfaces which similarly impede the natural infiltration of stormwater.

"In-Kind Compensation" – To replace critical areas with substitute areas whose characteristics and functions closely approximate those destroyed or degraded by a regulated activity.

"In-Lieu-Fee Program" means an agreement between a regulatory agency (state, federal, or local) and a single sponsor, generally a public natural resource agency or non-profit organization. Under an in-lieu-fee agreement, the mitigation sponsor collects funds from an individual or a number of individuals who are required to conduct compensatory mitigation required under a wetland regulatory program. The sponsor may use the funds pooled from multiple permittees to create one or a number of sites under the authority of the agreement to satisfy the permittees' required mitigation.

"Infiltration" means the downward entry of water into the immediate surface of soil.

"Intermittent" means, when used in the context of a "Type Np Water", a stream segment that normally goes dry.

"Interdunal Wetland" means wetland that forms in the deflation plains and swales that are geomorphic features in areas of coastal dunes, as described in *Washington State Wetland Rating System for Western Washington: 2014 Update* (Washington State Department of Ecology)

"Isolated Wetland" means wetland that is hydrologically isolated from other aquatic resources, as determined by the United States Army Corps of Engineers (USACE). Isolated wetlands may perform important functions and are protected by state law (RCW 90.48) whether or not they are protected by federal law.

"Lands covered by water" means lands underlying the water areas of the state below the ordinary high water mark (OHWM), including salt waters, tidal waters, estuarine waters, natural water courses, lakes, ponds, artificially impounded waters, marshes, wetlands, and swamps. Certain state environmental policy act categorical exemptions do not apply to lands covered by water.

"Landslide hazard area" includes areas at risk of mass movement due to a combination of geologic, topographic, and hydrologic factors. They include the following areas:

- (1) Areas of historic failures, such as:
 - (a) Those areas delineated by the United States Department of Agriculture Natural Resources Conservation Service as having a significant limitation for building site development;
 - (b) Those coastal areas mapped as Class U (unstable), UOS(unstable old slides), and URS (unstable recent slides) in the State Department of Ecology Washington Coastal Atlas; or
 - (c) Areas designated as quaternary slumps, earthflows, mudflows, lahars, or landslides on maps published by the United States Geological Survey or State Department of Natural Resources.
- (2) Areas with all three of the following characteristics:
 - (a) Slopes steeper than fifteen (15) percent;
 - (b) Hillsides intersecting geologic contacts with a relatively permeable sediment overlying a relatively impermeable sediment or bedrock; and
 - (c) Springs or groundwater seepage.
- (3) Areas that have shown movement during the Holocene epoch (from ten thousand (10,000) years ago to the present) or which are underlain or covered by mass wastage debris of this epoch;
- (4) Slopes that are parallel or subparallel to places of weakness (such as bedding planes, joint systems, and fault planes) in subsurface materials;
- (5) Slopes having gradients steeper than eighty (80) percent subject to rockfall during seismic shaking;
- (6) Areas potentially unstable as a result of rapid stream incision, stream bank erosion, and undercutting by wave action, including stream channel migration zones;
- (7) Areas located in a canyon or on an active alluvial fan, presently or potentially subject to inundation by debris flows or catastrophic flooding; and
- (8) Any area with a slope of thirty-three and one-third ($33 \frac{1}{3}$) percent or steeper and with a vertical relief of ten (10) or more feet except areas composed of bedrock. A slope is delineated by establishing its toe and top and measured by averaging the inclination over at least ten (10) feet of vertical relief.

"Lowest floor" means the lowest floor of the lowest enclosed area, including a basement. An unfinished or flood resistant enclosure usable solely for parking of vehicles, building access, or storage in an area other than a basement area, is not considered a building's lowest floor, provided that such enclosure is not built so as to render the structure in violation of the applicable non-elevation design requirements of this code.

"Manufactured home" means a structure, transportable in one or more sections, which is built on a permanent chassis and is designed for use with or without a permanent foundation when attached to the required utilities. The term "manufactured home" does not include "recreational vehicle."

"Manufactured home park or subdivision" means a parcel or contiguous parcels of land divided into three or more manufactured home lots or spaces for rent, lease, or sale. Manufactured home parks or subdivisions are regulated under Chapter 16.24.

"Market value" means the theoretical price a buyer willing but not compelled to buy would pay and the lowest price a seller willing but not compelled to sell, would accept.

"Mean high tide" means the average of all high tides observed during the most recent nineteen (19) year period.

"Mature and Old-Growth Forested Wetland" means a wetland having at least 1 contiguous acre of either old-growth forest or mature forest, as described in *Washington State Wetland Rating System for Western Washington: 2014 Update* (Washington State Department of Ecology Publication #14-06-29, Olympia, WA, October 2014).

~~"Mitigation" means (1) avoiding the impact altogether by not taking a certain action or parts of an action, (2) minimizing impacts by limiting the degree or magnitude of the action and its implementation, by using appropriate technology, or by taking affirmative steps to avoid or reduce impacts, (3) rectifying the impact by repairing, rehabilitating, or restoring the affected environment, (4) reducing or eliminating the impact over time by preservation and maintenance operations during the life of the action, (5) compensating for the impact by replacing, enhancing, or providing substitute resources or environments; and/or (6) monitoring the impact and taking appropriate corrective measures.~~

"Mitigation" means avoiding, minimizing, or compensating for adverse critical areas impacts. Mitigation, in the following sequential order of preference, is:

- (a) Avoiding the impact altogether by not taking a certain action or parts of an action;
- (b) Minimizing impacts by limiting the degree or magnitude of the action and its implementation by using appropriate technology or by taking affirmative steps to avoid or reduce impacts;
- (c) Rectifying the impact to wetlands, critical aquifer recharge areas, and habitat conservation areas by repairing, rehabilitating, or restoring the affected environment to the conditions existing at the time of the initiation of the project;
- (d) Reducing or eliminating the impact or hazard over time by preservation and maintenance operations during the life of the action;
- (e) Compensating for the impact to wetlands, critical aquifer recharge areas, and habitat conservation areas by replacing, enhancing, or providing substitute resources or environments; and
- (f) Monitoring the hazard or other required mitigation and taking remedial action when necessary. Mitigation for individual actions may include a combination of the above measures.

"Mitigated Determination of Non-Significance" (or MDNS), means a Determination of Non-Significance (DNS) that includes measures intended to mitigate a proposal's probable significant adverse impacts to elements of the natural and/or built environment.

"Moderate slope instability" means a soil that is moderately susceptible to landslides based on a combination of geologic, topographic, and hydrologic factors, such as a combination of bedrock, soil, slope gradient, slope aspect, structure or hydrology as identified in the Washington State Department of Natural Resources (DNR) "Forest Practice Application Review System" (FPARS) resource mapping system. These soils are located in areas exhibiting a combination of topographic attributes, including (a) concave slopes with fifteen (15) percent or greater gradient,

(b) planar slopes with seventy (70) percent or greater gradient, or (c) convex slopes with eighty (80) percent or greater gradient, all as identified on DNR's geospatial "slpstab" map layer.

"Monitoring" means evaluating the impacts of development proposals on the biological, hydrological, and geological elements of such systems, and assessing the performance of required mitigation measures through the collection and analysis of data by various methods for the purpose of understanding and documenting changes in natural ecosystems and features. Monitoring includes gathering baseline data.

"Native Vegetation" means a plant species that occur naturally in a particular region or environment and were present before European colonization.

"Natural environment" means those aspects of the environment previously described in this section frequently referred to as natural elements or resources, such as earth, air, water, wildlife, and energy.

"New construction" means structures for which the "start of construction" commenced on or after the effective date of this chapter.

"No-rise certification" means a certification by a state-licensed engineer that a project will not cause a set increase in flood heights.

"Ordinary high water mark" means a mark that will be found by examining the bed and banks and ascertaining where the presence and action of waters are so common and usual, and so long continued in all ordinary years as to mark upon the soil a character distinct from that of the abutting upland in respect to vegetation, as it may naturally change thereafter or at it may change thereafter in accordance with permits issued by the county or State Department of Ecology; provided that in any area where the ordinary high water mark cannot be found, the ordinary high water mark adjoining salt water shall be the line of mean higher high tide and the ordinary high water mark adjoining fresh water shall be the line of mean high water.

"Outdoor storage" means the placement of equipment or materials on a property. This does not include storage within a structure.

"Planning director" means the director of the county planning and building division or the director or head of the division's successor or the designee of the director or head.

"Pole building" means a building supported by poles placed vertically into the ground. Refer to Chapter 15.04.010.

"Preservation" means the removal of a threat to, or preventing the decline of, wetland conditions by an action in or near a wetland. This term includes the purchase of land or conservation easements, repairing water control structures or fences, or structural protection. Preservation does not result in a gain of wetland acres but may result in a gain in functions over the long term.

"Prior Converted Croplands" (PCCs) are defined in federal law as wetlands that were drained, dredged, filled, leveled, or otherwise manipulated, including the removal of woody vegetation, before December 23, 1985, to enable production of an agricultural commodity, and that: 1) have had an agricultural commodity planted or produced at least once prior to December 23, 1985; 2) do not have standing water for more than 14 consecutive days during the growing season, and 3) have not since been abandoned.

"Probable" means likely or reasonably likely to occur, as in a reasonable probability of more than a moderate effect on the quality of the environment. Probable is used to distinguish likely impacts from those that merely have a possibility of occurring, but are remote or speculative. This is not meant as a strict statistical probability test.

“Project Area” means all areas, including those within fifty (50) feet of the area, proposed to be disturbed, altered, or used by the proposed activity or the construction of any proposed structures. When the action binds the land, such as a subdivision, short subdivision, binding site plan, planned unit development, or rezone, the project area shall include the entire parcel, at a minimum.

"Project permit" or "project permit application" means any land use or environmental permit or license required from Grays Harbor County for a project action, including, but not limited to, building permits, subdivisions, binding site plans, planned unit developments, conditional uses, shoreline substantial development permits, site plan review, permits or approvals required by critical area ordinances, site-specific rezones authorized by a comprehensive plan or subarea plan, but excluding the adoption or amendment of a comprehensive plan, subarea plan, or development regulations except as otherwise specifically included in this definition. Where the term "development" or "permit-related activities" is used in this code, it should have the same meaning as project permit or permit project application.

"Public facilities" includes streets, roads, highways, sidewalks, street and road lighting systems, traffic signals, domestic water systems, storm and sanitary sewer systems, parks and recreational facilities, and schools (WAC 365-190-030).

"Recreational vehicle" means a vehicle that is (a) built on a single chassis, (b) four hundred (400) square feet or less when measured at the largest horizontal projection, (c) designed to be self-propelled or permanently towable by a light duty truck, and (d) designed primarily not for use as a permanent dwelling but as temporary living quarters for recreational, camping, travel, or seasonal use.

“Re-establishment” means the manipulation of the physical, chemical, or biological characteristics of a site with the goal of returning natural or historic functions to a former wetland. Re-establishment results in rebuilding a former wetland and results in a gain in wetland acres and functions. Activities could include removing fill, plugging ditches, or breaking drain tiles.

“Repair or Maintenance” means an activity that restores the character, scope, size, and design of a serviceable area, structure, or land use to its previously authorized and undamaged condition. Activities that change the character, size, or scope of a project beyond the original design and drain, dredge, fill, flood, or otherwise alter critical areas are not included in this definition.

"Responsible official" means the planning and building director or his or her assign."
 Repetitive loss" means a residential property that is covered under the National Flood Insurance Program (NFIP) flood insurance policy and (a) that has at least four NFIP claim payments, including building and contents, over five thousand dollars (\$5,000.00) each and the cumulative amount of such claims payments exceeds twenty thousand dollars (\$20,000.00) or (b) for which at least two separate building only claims payments have been made with the cumulative amount of the building portion of such claims exceeding the market value of the building. For both (a) and (b), at least two of the referenced claims must have occurred within any ten (10) year period and must be more than ten (10) days apart.

"Riparian" means that area of land adjacent to a body of water that is the transition between the aquatic system and the upland. Some riparian areas contain wetland areas.

“Restoration” means measures taken to restore an altered or damaged natural feature, including:

- (a) Active steps taken to restore damaged wetlands, streams, protected habitat, or their buffers to the functioning condition that existed prior to an unauthorized alteration; and
- (b) Actions performed to re-establish structural and functional characteristics of a critical area that have been lost by alteration, past management activities, or catastrophic events.

"SEPA" means the Washington State Environmental Policy Act, 43.21C RCW ~~State Environmental Policy Act~~. The "SEPA process" means all measures necessary for compliance with the act's requirements.

"Seasonal low flow" or "seasonal low water" means the conditions of the seven-day, two-year low water situation, as measured or estimated by accepted hydrologic techniques.

"Seismic hazard areas" are areas subject to severe risk of damage as a result of earthquake induced ground shaking, slope failure, settlement, soil liquefaction, debris flows, lahars, or tsunamis. Settlement and soil liquefaction conditions occur in areas underlain by cohesionless soils of low density, typically in association with a shallow groundwater table. One indicator of potential for future earthquake damage is a record of earthquake damage in the past. Ground shaking is the primary cause of earthquake damage and ground settlement may occur with shaking (WAC 365-190-120(7)). These include areas identified by the State Department of Natural Resources Interactive Geologic Map as having:

- (1) Liquefaction susceptibility of "moderate," "moderate to high," "high," and "peat deposit;" and
- (2) NEHRP Seismic Site Class "D," "D to E," and "F."

"Septage" means the mixture of solid wastes, scum, sludge, and liquids pumped from within septic tanks, pump chambers, holding tanks, and other OSS components.

"Service Area (for critical area mitigation)" means the geographic area within which impacts can be mitigated at a specific mitigation bank or an in-lieu-fee program, as designated in its instrument.

"Setback" means, when used in conjunction with the Grays Harbor County Shoreline Master Program, that buffer area adjacent to a fish habitat conservation area that can reduce impacts from adjacent land uses through various physical, chemical, and/or biological processes.

"Shallow flooding areas" means those areas that appear on a Flood Insurance Rate Map (FIRM) as AO zones with depth designations. The base flood depths in these zones range from one foot to three feet above ground where a clearly defined channel does not exist, or where the path of flooding is unpredictable and where velocity flow may be evident.

"Significant" as used in this title means a reasonable likelihood of more than a moderate adverse impact on environmental quality. Significance involves context and intensity and does not lend itself to a formula or quantifiable test. The context may vary with the physical setting. Intensity depends on the magnitude and duration of an impact. The severity of an impact should be weighed along with the likelihood of its occurrence. An impact may be significant if its chance of occurrence is not great, but the resulting environmental impact would be severe if it occurred. Section 18.04.080 and Washington Administrative Code (WAC) section 197-11-330 specify the process, including criteria and procedures, for determining whether a proposal is likely to have a significant adverse environmental impact.

"Slope top and toe" is defined in accordance with the building code adopted under Chapter 15.04 of the Grays Harbor County Code.

“Soil Survey” means the most recent soil survey for the local area or county by the National Resources Conservation Service, U.S. Department of Agriculture.

"Special flood hazard area" means frequently flooded area, as identified on the Federal Insurance Administration (FIA) Flood Insurance Rate Map (FIRM).

“Species” means any group of animals or plants classified as a species or subspecies as commonly accepted by the scientific community.

“Species of Local Importance” means those species of local concern designated by State Department of Fish & Wildlife, Priority Habitats and Species List, August 2008, as may hereafter may be revised due to their population status or their sensitivity to habitat manipulation.

“Species, Listed” means any species listed under the federal Endangered Species Act or state endangered, threatened, and sensitive, or priority lists (see WAC 232-12-297 or page 6 of “Priority Habitat and Species List,” Washington Department of Fish and Wildlife, 2008, Olympia, Washington. 177 pp.)

"Start of construction" includes substantial improvement and means the date the building permit was issued, provided the actual start of construction, repair, reconstruction, placement, or other improvement was within one hundred eighty (180) days of the date the permit was issued. The "actual start" means either the first placement of permanent construction of a structure on a site, such as the pouring of slabs or footings, the installation of piles, the construction of columns; or the placement of a manufactured home on a foundation. For a substantial improvement, the actual start of construction means the first alteration of any wall, ceiling, floor, or other structural part of a building, whether or not that alteration affects the external dimensions of the building.

"Storage of equipment and material" means the accumulation of equipment or materials associated with the continuous or seasonal purpose that are to be drawn upon as needed, such as lumber yards or automobile junkyards, and located within any special flood hazard area.

“Stream” means an area where open surface water produces a defined channel or bed, not including irrigation ditches, canals, storm or surface water runoff devices, or other entirely artificial watercourses, unless they are used by salmonids or are used to convey a watercourse naturally occurring prior to construction. A channel or bed need not contain water year-round, provided there is evidence of at least intermittent flow during years of normal rainfall.

"Structure" means a walled and roofed building, including a gas or liquid storage tank that is principally above ground.

"Substantial damage" means damage of any origin sustained by a structure whereby the cost of restoring the structure to its before-damaged condition would equal or exceed fifty (50) percent of the market value of the structure before the damage occurred.

"Substantial improvement" means any repair, reconstruction, or improvement of a structure, the cost of which equals or exceeds fifty percent of the market value of the structure either (a) before the improvement or repair is started, or (b) if the structure has been damaged and is being restored before the damage occurred. For the purposes of this definition substantial improvement is considered to occur when the first alteration of any wall, ceiling, floor, or other structural part of the building commences, whether or not that alteration affects the external dimensions of the structure. For the purpose of this definition, the following shall not be considered substantial improvements: (a) any project for improvement of a structure to correct and comply with pre-cited existing violations of state or local health, sanitary, or safety code specifications that have been previously identified by the local code enforcement official and which are the minimum necessary

to assure safe living conditions; or (b) any alteration of a structure listed on the National Register of Historic Places or State Inventory of Historic Places.

"Surface water retention or detention facility" means a surface water management facility designed in accordance with the provisions of the current edition of the State Department of Ecology document entitled "Surface Water Management for Western Washington."

"Temporary storage of materials or equipment" means the transient placement of equipment or materials, such as the short-term parking of equipment on a construction site or the short-term placement of materials associated with a planned activity, on property located within any special flood hazard area. Temporary storage shall not mean the accumulation of equipment or materials associated with a continuous or seasonal purpose that are to be drawn upon as needed, such as lumber yards or automobile junkyards, and located within any special flood hazard area. The temporary storage of equipment or materials within any special flood hazard area is prohibited from November 15 through March 15 inclusive.

"Threshold determination" means the decision by the responsible official of the lead agency as to whether or not an Environmental Impact Statement (EIS) is required for a proposal that is not categorically exempt.

"Tsunami hazard areas" are coastal areas and large lake shoreline areas susceptible to flooding and inundation as the result of excessive wave action derived from seismic or other geologic events.

"Type S Water" means all waters, within their bankfull width, as inventoried as "shorelines of the state" by chapter 90.58 of the Revised Code of Washington and the rules promulgated there under, including periodically inundated areas of their associated wetlands.

"Type F Water" means segments of natural waters, excluding water conveyance systems that are artificially constructed and actively maintained for irrigation, other than "Type S Waters" that are within the bankfull widths of defined channels and periodically inundated areas of their associated wetlands, or within lakes, ponds, or impoundments having a surface area of one-half acre or greater at seasonal low water and which in any case contain fish habitat or are described by one of the following four categories:

- (a) Waters, which are diverted for domestic use by more than ten (10) residential dwelling units or ten (10) camping units or by a public accommodation facility licensed to serve more than ten (10) persons, where such diversion is determined by the state to be a valid appropriation of water and the only practical water source for such users. Such waters shall be considered to be "Type F Water" upstream from the point of such diversion for one thousand five hundred (1,500) feet or until the drainage area is reduced by fifty (50) percent, whichever is less;
- (b) Waters, which are diverted for use by federal, state, tribal or private fish hatcheries. Such waters shall be considered a "Type F Water" upstream from the point of diversion for one thousand five hundred (1,500) feet, including tributaries if highly significant for protection of downstream water quality.
- (c) Waters that are within a federal, state, local, or private campground having more than ten (10) camping units, provided that the water shall not be considered as entering a campground until it reaches the boundary of the park lands available for public use and comes within one hundred (100) feet of a camping unit, trail, or other park improvement;
- (d) Riverine ponds, wall-based channels, and other channel features that are used by fish for off-channel habitat. These areas are critical to the maintenance of optimum survival of fish. This habitat shall be identified based on the following criteria:

- (1) The site must be connected to a fish habitat stream and accessible during some period of the year; and
- (2) The off-channel water must be accessible to fish.

"Type Np Water" means all segments of natural waters, excluding water conveyance systems that are artificially constructed and actively maintained for irrigation, within the bankfull width of defined channels that are perennial non-fish habitat streams. Perennial streams are flowing waters that do not go dry anytime of a year of normal rainfall, and include the intermittent dry portions of the perennial channel below the uppermost point of perennial flow.

"Type Ns Water" means all segments of natural waters, excluding water conveyance systems that are artificially constructed and actively maintained for irrigation, within the bankfull width of the defined channels that are not "Type S Water", "Type F Water", or "Type Np Water". These are seasonal, non-fish habitat streams in which surface flow is not present for at least some portion of a year of normal rainfall and are not located downstream from any stream reach that is a "Type Np Water." "Type Ns Water" must be physically connected by an above-ground channel system to a "Type S Water", a "Type F Water", or a "Type Np Water."

"Unavoidable Impacts" means adverse impacts that remain after all appropriate and practicable avoidance and minimization has been achieved.

"Washington Administration Code (WAC)" means administrative rules implementing state laws.

"Water dependent use" means a use or a portion of a use that cannot exist in any other location and requires a location on the shoreline and is dependent on the water by reason of the intrinsic nature of its operation.

"Water enjoyment use" means a recreational use or other use that facilitates public access to the shoreline as a primary characteristic of the use; or a use that provides for recreational use or aesthetic enjoyment of the shoreline for a substantial number of people as a general characteristic of the use and which through location, design, and operation ensures the public's ability to enjoy the physical and aesthetic qualities of the shoreline. In order to qualify as a water-enjoyment use, the use must be open to the general public and the shoreline-oriented space within the project must be devoted to the specific aspects of the use that fosters shoreline enjoyment.

"Wetland" means an area that is inundated or saturated by surface or ground water at a frequency or duration sufficient to support, and that under normal circumstances do support a prevalence of vegetation typically adapted for life in saturated soil conditions. Wetlands generally include swamps, marshes, bogs, and similar areas. Wetlands do not include those artificial wetlands intentionally created from non-wetland sites, including, but not limited to, irrigation and drainage ditches, grass-lined swales, canals, detention facilities, wastewater treatment facilities, farm ponds, and landscape amenities, or those wetlands created after July 1, 1990 that were unintentionally created as a result of the construction of a road, street, or highway. Wetlands may include those artificial wetlands intentionally created from non-wetland areas to mitigate the conversion of wetlands.

"Wetland Creation" means the manipulation of the physical, chemical, or biological characteristics to develop a wetland on an upland or deepwater site where a wetland did not previously exist. Creation results in a gain in wetland acreage and function. A typical action is the excavation of upland soils to elevations that will produce a wetland *hydroperiod* and hydric soils, and support the growth of hydrophytic plant species.

"Wetland function" means the physical, biological, chemical, and geologic interactions among different components of the environment that occur within a wetland. A Wetland performs many valuable functions are grouped into three categories: functions that improve water quality, functions that change the water regime in a watershed such as flood storage, and functions that provide habitat for plants and animals.

"Wetland of High Conservation Value" means a wetland that has been identified by scientists from the Washington Natural Heritage Program (WHNHP) as an important ecosystem for maintaining plant diversity in Washington State. See <http://www.dnr.wa.gov/data-information-natural-heritage-features> .

"Wetland Mitigation Bank" means a site where wetlands are restored, created, enhanced, or in exceptional circumstances, preserved, expressly for the purpose of providing compensatory mitigation in advance of unavoidable impacts to wetlands or other aquatic resources that typically are unknown at the time of certification to compensate for future, permitted impacts to similar resources.

"Wetland Mosaic" means an area with a concentration of multiple small wetlands, in which each patch of wetland is less than one acre; on average, patches are less than 100 feet from each other; and areas delineated as vegetated wetland are more than 50% of the total area of the entire mosaic, including uplands and open water.

"Wetland rating", also called a wetland rating system, is a tool for dividing or grouping wetlands into groups having similar needs for protection. One method used in Washington is the state wetland rating systems, which places wetlands in categories based on their rarity, sensitivity, our inability to replace them, and their functions.

"Wetland value" means the wetland processes, characteristics, or attributes that are considered to benefit society.

"Wet flood-proofing" means any combination of materials and techniques used to construct a structure to allow the entry and exit of floodwaters in a way which will cause no structural damage.

"Wildlife habitat conservation areas" means land management for maintaining wildlife species in suitable habitats within their natural geographic distribution so that isolated subpopulations are not created. This does not mean maintaining all individuals of all species at all times, but it does mean cooperative and coordinated land use planning is critically important among counties and cities in a region.

(Ord. No. 392, § 1, 6-7-2010; Ord. No. 400, § 2, 1-9-2012; Ord. No. 401, §§ 1, 2, 6-11-2012; Ord. No. [434](#), § 1, 1-30-2017)

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February 2, 2018

Grays Harbor County Planning Division
Attn. CAO UPDATE
100 W. Broadway, Suite 31
Montesano, Washington 98563

Dear Madams and Sirs:

Subject: Comments on the Critical Area Protection Ordinance Update - Draft version November 3, 2017.

Sent via U.S. mail and email to: pdb@co.grays-harbor.wa.us; jhewitt@co.grays-harbor.wa.us

Thank you for the opportunity to comment on the Grays Harbor County Critical Area Protection Ordinance Update. In short, we strongly support the critical areas update. We believe that the update is clearly written and contains many helpful protections for water quality, people, and property. We do have some suggestions to protect these important resources and people and property below.

Futurewise works throughout Washington State to support land-use policies that encourage healthy, equitable, and opportunity-rich communities, and that protect our most valuable farmlands, forests, and water resources. Futurewise has members across Washington State including Grays Harbor County.

Provisions We Particularly Support

The Critical Area Protection Ordinance Update has many excellent provisions. We could include a long list of the provisions we support, but we want to highlight a few:

- The Section 20 Mitigation Sequencing provisions on page 12. Replacing lost critical areas can be expensive. Avoiding and minimizing impacts can save applicants time and money.
- Including as a criterion for reasonable use exemptions that granting the exception will not create hazards for the occupants or users of the use or activity or nearby properties. See Section 30 on pages 20 through 22. This criterion will protect people and property from damage by natural hazards.
- We strongly support the proposed wetland buffers in Section 36. The proposed buffers are consistent with current scientific recommendations.¹

¹ Teri Granger, Tom Hruby Ph.D., Andy McMillan, Douglas Peters, Jane Rubey, Dyanne Sheldon, Stephen Stanley, & Erik Stockdale, *Wetlands in Washington State Volume 2 – Protecting and Managing Wetlands* (Ecology Publication #05-06-008: April 2005) Appendix 8-C Guidance on Widths of Buffers and Ratios for Compensatory Mitigation for Use with the Western Washington Wetland Rating System Modified to use with the 2014 Washington State Rating System for Western Washington (October 2014) accessed on Jan. 30, 2018 at: <https://fortress.wa.gov/ecy/publications/summarypages/0506008.html> and on the CAO on CD enclosed with

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- Section 54C.1.a requires the identification of any geologically hazardous area that has a potential to damage any proposed buildings, utilities, or accesses. This is important because landslides and some other geologically hazardous areas can harm people and property at a significant distance. Recent research shows that long runout landslides are more common than had been realized.² This research documents that over the past 2000 years, the average landslide frequency of long runout landslides in the area near the Oso landslide is one landslide every 140 years.³ The landslides ran out from 787 feet to the 2,000 feet of the 2014 landslide.⁴ So it is important to consider geological hazards that can harm people and property as this provision does. We strongly support Section 54C.1.a.
- We strongly support the improvements to Section 54, 55, and 56 to protect people and property from geological hazards. This will help reduce risks to people and property in new developments. However, the 40-foot-wide landslide hazard buffers in proposed Section 56C.1 are not adequate to protect people and property from landslides. Please see page 14 of this letter for our recommendations to address this problem.
- The standards for tsunami hazard areas in Section 56D. These provisions will help reduce risks from tsunamis for new development.

Summary of Recommendations

We do have some recommendations to improve the Critical Area Protection Ordinance Update. These recommendations are:

- We recommend that the standards for marking buffers in Section 26 also apply to fish and wildlife habitat buffers and landslide buffers. This will better protect the buffers long-term and the fish and wildlife habitats and people and property the buffers protect. Please see page 4 of this letter for our specific recommendations.
- The aquifer recharge areas regulations in Article III should designate and protect all known aquifers used for wells in addition to wellhead protection areas and permeable soils. These aquifers provide important water sources for homes and businesses and should be protected. Please see page 4 of this letter for our specific recommendations.

the paper original of Futurewise's letter to Grays Harbor County Department of Public Services (Sept. 21, 2017) in Data CD 1 in the "Wetlands" directory with the filename "0506008part1.pdf."

² Sean R. LaHusen, Alison R. Duvall, Adam M. Booth, and David R. Montgomery, *Surface roughness dating of long-runout landslides near Oso, Washington (USA), reveals persistent postglacial hillslope instability* GEOLOGY pp. *2 – 3, published online on 22 December 2015 as doi:10.1130/G37267.1; Geological Society of America (GSA) Data Repository 2016029, *Data repository for: Surface roughness dating of long-runout landslides near Oso, WA reveals persistent postglacial hillslope instability* p. 4 both enclosed with this letter in a separate email. Geology is a peer-reviewed scientific journal. Geology – Prep webpage accessed on Feb. 1, 2018 at: <http://www.geosociety.org/GSA/Publications/Journals/Geology/GSA/Pubs/geology/home.aspx#overview> and enclosed with the paper original of this letter.

³ Sean R. LaHusen, Alison R. Duvall, Adam M. Booth, and David R. Montgomery, *Surface roughness dating of long-runout landslides near Oso, Washington (USA), reveals persistent postglacial hillslope instability* GEOLOGY p. *2, published online on 22 December 2015 as doi:10.1130/G37267.1.

⁴ Geological Society of America (GSA) Data Repository 2016029, *Data repository for: Surface roughness dating of long-runout landslides near Oso, WA reveals persistent postglacial hillslope instability* p. 4.

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- Amend proposed Section 42 to protect aquifers from salt water intrusion and to protect ground water quantity, quality, and senior water rights holders. Again, these aquifers are important water sources for homes and businesses and should be protected from contamination and overuse. Please see page 5 of this letter for our specific recommendations.
- Amend Section 48 to require the protection of new development from sea level rise. Sea level rise is increasing the potential for flood damage. Please see page 10 of this letter for our specific recommendations.
- Include landslide runout areas in the designation of geological hazards in Section 53. Landslide runouts are deadly and damage homes.⁵ Designating these areas as landslide hazards will help protect people and property. Please see page 13 of this letter for our specific recommendations.
- The 40-foot-wide landslide hazard buffers in proposed Section 56C.1 are not adequate to protect people and property from landslides. We recommend setting landslide buffers based on the specific characteristics of the landslide hazard area. Please see page 14 of this letter for our specific recommendations.
- Earthquakes can also cause significant damage, particularly in areas where the geology and soils focus earthquake energy or where soils liquify or weaken during earthquakes. Twelve percent of the buildings in unincorporated Grays Harbor County are estimated to be built on soils with a moderate-high risk of liquefaction.⁶ More precisely designating these areas and adopting regulations to protect buildings sited in these areas can protect people and property. Please see page 14 of this letter for our specific recommendations.
- We recommend the update reference the most recent edition of priority habitats and species list and the Washington State Department of Fish and Wildlife priority habitats and species management recommendations. This will make it easier to keep the Critical Area Protection Ordinance up to date. Please see page 18 of this letter for our specific recommendations.
- Section 57A.3 designates habitats of local importance as fish and wildlife habitat conservation areas which we support. But the habitats are not identified and a process is not included to designate them. The update should either identify habitats of local importance or include a process for designating them in Section 57. Please see page 18 of this letter for our specific recommendations.

⁵ State of Washington Department of Natural Resources, *Significant Deep-Seated Landslides in Washington State – 1984 to 2014* p. 1 of 5 (2/10//2015) accessed on Feb. 1, 2018 at: https://www.dnr.wa.gov/publications/ger_list_large_landslides.pdf?npckb23 and enclosed with the paper original of this letter.

⁶ FEMA, *Risk Report (DRAFT) For Grays Harbor County including the Cities of Aberdeen, Cosmopolis, Hoquiam, Ocean Shores, Westport, Montesano, McCleary, Elma, and Oakville* p. 11 (Oct. 9, 2014) accessed on Feb. 1, 2018 at: http://www.starr-team.com/starr/RegionalWorkspaces/RegionX/Documents/GH_Coastal_Study/DRAFT_GraysHarbor_Risk_Report_Draft_10092014.pdf and enclosed with the paper original of this letter.

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Comments on Article II. General Requirements

Apply the standards for critical area markers, signs, and fencing to fish and wildlife habitat buffers and landslide hazard buffers. See Section 26 pages 16 and 17

We strongly support Section 26 which requires critical areas buffers, signs, and fencing to protect wetland buffers. Peer-reviewed studies show that buffers which are marked and fenced are less likely to be cleared or otherwise damaged.⁷ Those same considerations apply to fish and wildlife habitat buffers and landslide hazard buffers. We recommend that Section 26 also apply to fish and wildlife habitat buffers and landslide buffers.

Comments on Article II. Wetlands

While this article is labeled as article II, the “General Requirements” are also labeled as article II. We recommend that the articles following the first article II, and the following articles, be renumbered.

Comments on Article III. Critical Aquifer Recharge Areas

The aquifer recharge areas regulations in Article III should designate and protect all known aquifers used for wells in addition to wellhead protection areas and permeable soils.

The Growth Management Act requires all counties and cities to designate and protect the ground water based drinking water sources on which many Grays Harbor County residents and businesses depend.⁸ The screen shots from the State of Washington Department of Ecology’s Water Resources Explorer, included with the paper original of this letter, show ground water collectors and wells in Grays Harbor County. Many of the wells are concentrated in the County’s alluvial valleys. So, the ground water in these areas is used for public potable water supplies and needs to be designated and protected as aquifer recharge areas.

Local regulations are needed to protect the aquifers. As the State of Washington Department of Ecology recommends:

⁷ Thurston Regional Planning Council, Tracking Developments on Streams and Wetlands and 69 (Nov. 2001) accessed on Jan. 31, 2018 at: <http://www.trpc.org/ArchiveCenter/ViewFile/Item/69> and on the CAO on CD enclosed with the paper original of Futurewise’s letter to Grays Harbor County Department of Public Services (Sept. 21, 2017) in Data CD 1 in the “Wetlands” directory with the filename “tracking_developments_nov_2001.pdf.”

⁸ RCW 36.70A.060(2).

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Federal and state laws and rules do not replace local planning, ordinances, and programs. Local jurisdictions should maintain the ability to protect ground water under their own authority. Local government can focus on local conditions in a way that the state cannot.

....

Local government planning can influence the types of future developments that occur in various areas and may be able to encourage potentially contaminating facilities to locate in areas where the aquifer has a lower susceptibility if contaminants are released. In this way the potential for aquifer pollution is lowered and the public is protected. Land use planning at the local level is the most effective way to influence where facilities choose to locate.⁹

So, we recommend that the aquifers that recharge the wells identified above be designated in Section 40 as Critical Aquifer Recharge Areas and be protected. The following section discusses some additional improvements to the protection requirements.

Amend proposed Section 42 to protect aquifers from salt water intrusion and to protect ground water quantity, quality, and senior water rights holders.

RCW 36.70A.060(2) requires that “[e]ach county and city shall adopt development regulations that protect critical areas that are required to be designated under RCW 36.70A.170.” This includes areas with a critical recharging effect on aquifers used for potable water.¹⁰

There is very limited water available for new uses in Grays Harbor County outside of existing water providers.¹¹ A new right to use surface or ground water cannot be obtained to support a

⁹ Laurie Morgan, *Critical Aquifer Recharge Areas Guidance Document* p. 31 (Washington State Department of Ecology, Water Quality Program: January 2005 Publication Number 05-10-028) accessed on Jan. 31, 2018 at: <https://fortress.wa.gov/ecy/publications/SummaryPages/0510028.html> and included on the CAO on CD enclosed with the paper original of Futurewise’s letter to Grays Harbor County Department of Public Services (Sept. 21, 2017) on Data CD 1 in the “CARA” directory with the filename “0510028.PDF.”

¹⁰ RCW 36.70A.030(5); RCW 36.70A.170(1)(d).

¹¹ State of Washington Department of Ecology Water Resources Program, *Focus on Water Availability Queets-Quinault Watershed, WRLA 21* p. 1 (Publication Number: 11-11-026: rev. Aug. 2012) accessed on Jan. 31, 2018 at: <https://fortress.wa.gov/ecy/publications/summarypages/1111026.html> and enclosed in a separate email to Grays Harbor County Department of Public Services on Sept. 21, 2017; State of Washington Department of Ecology Water Resources Program, *Focus on Water Availability Lower Chehalis & Upper Chehalis Watersheds, WRLAs 22 & 23* p. 1 (Publication Number: 11-11-027: rev. Nov. 2016) accessed on Jan. 31, 2018 at: <https://fortress.wa.gov/ecy/publications/summarypages/1111027.html> and enclosed in an email Grays Harbor County Department of Public Services on Sept. 21, 2017; State of Washington Department of Ecology Water Resource Program, *Focus on Water Availability Willapa Watershed, WRLA 24* pp. 1 – 2 (Publication Number: 11-11-028 rev. Aug. 2012) accessed on Jan. 31, 2018 at: <https://fortress.wa.gov/ecy/publications/summarypages/1111028.html> and enclosed in an email Grays Harbor County Department of Public Services on Sept. 21, 2017.

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new development unless the request is mitigated, which often requires acquiring a senior water right.¹²

Ecology also writes that “[g]roundwater in some areas located near the Grays Harbor and Pacific Ocean shoreline has the potential for seawater intrusion.”¹³ Salt water intrusion can worsen until wells “must be abandoned due to contaminated, unusable water.”¹⁴ Salt water intrusion is often worsened by over-pumping an aquifer.¹⁵ For these reasons, the Western Washington Growth Management Hearings Board has held that Growth Management Act requires counties to designate vulnerable seawater intrusion areas as critical aquifer recharge areas.¹⁶ The Board also held that counties must adopt development regulations “to protect aquifers used for potable water from further seawater degradation.”¹⁷ We use a chloride level of 100 milligrams per liter (mg/l) of well water below as a trigger for review for sea water intrusion because that level is generally used as an indicator of sea water intrusion.¹⁸

To address the limited water availability, salt water intrusion problems, and to comply with state law, we recommend proposed the addition of the following to Section 42 with our additions double underlined.

F. Access to potable water.

1. If a State of Washington Department of Health (DOH) approved public water system is available,

¹² *Id.* at p. 2.

¹³ State of Washington Department of Ecology Water Resources Program, *Focus on Water Availability Lower Chehalis & Upper Chehalis Watersheds, WRLAs 22 & 23* p. 2 (Publication Number: 11-11-027: rev. Nov. 2016).

¹⁴ Emily B. Tibbott, *Seawater Intrusion Control in Coastal Washington: Department of Ecology Policy and Practice* p. 7 (United States Environmental Protection Agency Region 10, Office of Ground Water: Aug. 1992, EPA 910/9-92-023) accessed on Jan. 31, 2018 at:

<http://nepis.epa.gov/Exe/ZyNET.exe/200060G4.TXT?ZyActionD=ZyDocument&Client=EPA&Index=1991+Thru+1994&Docs=&Query=&Time=&EndTime=&SearchMethod=1&TocRestrict=n&Toc=&TocEntry=&QField=&QFieldYear=&QFieldMonth=&QFieldDay=&IntQFieldOp=0&ExtQFieldOp=0&XmlQuery=&File=D%3A%5Czyfiles%5CIndex%20Data%5C91thru94%5CTxt%5C00000004%5C200060G4.txt&User=ANONYMOUS&Password=anonymous&SortMethod=h%7C-&MaximumDocuments=1&FuzzyDegree=0&ImageQuality=r75g8/r75g8/x150y150g16/i425&Display=p%7Cf&DefSeekPage=x&SearchBack=ZyActionI&Back=ZyActionS&BackDesc=Results%20page&MaximumPages=1&ZyEntry=1&SeekPage=x&ZyPURL#> and enclosed with the paper version of this letter.

¹⁵ *Id.*

¹⁶ *Olympic Environmental Council v. Jefferson County*, Western Washington Growth Management Hearings Board (WWGMHB) Case No. 01-2-0015, Final Decision and Order (Jan. 10, 2002), at *8 & *16 motion for reconsideration denied *Olympic Environmental Council v. Jefferson County*, WWGMHB Case No. 01-2-0015, Order Denying Motion for Reconsideration (Feb. 8, 2002), at *3, both orders accessed on Jan. 31, 2018 at: <http://www.gmhba.wa.gov/search/case>

¹⁷ *Olympic Environmental Council v. Jefferson County*, WWGMHB Case No. 01-2-0015, Final Decision and Order (Jan. 10, 2002), at *15.

¹⁸ Emily B. Tibbott, *Seawater Intrusion Control in Coastal Washington: Department of Ecology Policy and Practice* p. 21 (United States Environmental Protection Agency Region 10, Office of Ground Water: Aug. 1992, EPA 910/9-92-023).

all new lots, buildings, or uses must connect to the system. In that case, the water purveyor shall provide the applicant with a letter stating purveyor has the ability to provide water. This letter must be submitted with an application for a division of land or a building permit application.

2. If a DOH-approved public water system is not available, an applicant shall provide the following information with an application for a division of land or a building permit application:

i. Documentation that the source includes sufficient water to serve the proposed use and any necessary fire flows.

ii. Documentation that the applicant has the legal right to use the water. This requirement shall not apply to permit-exempt wells.

iii. If a permit-exempt well is proposed for the water source, the applicant shall identify all land in a common ownership currently and before any land divisions and document that the proposed use and any other uses of the land currently or formerly in a common ownership will not exceed the daily maximum withdrawal authorized by a permit-exempt well.

G. Mitigation of salt water intrusion. In addition to the requirements of Subsection 43F, the following requirements apply within areas mapped by the State of Washington Department of Ecology as susceptible to salt water intrusion or within a 100 feet of groundwater source with chloride concentrations above 100 milligrams per liter (mg/l) of water:

1. If a DOH-approved public water system is not available, the following requirements must be met in order to use a well as a water source:

- i. The proposed use shall incorporate the water conservation measures from the list maintained by the administrator applicable to the proposed development.
- ii. The chloride concentration from a laboratory-certified well water sample shall be submitted with building permit application or land division application.
- iii. The applicant must provide a scientific report prepared and stamped by a hydrogeologist documenting and providing evidence that there will not be further salt water intrusion as a result of the proposed withdrawal.¹⁹ The administrator may hire a hydrogeologist to review the report, its data, and methodology.
- iv. If the sample does not meet the U.S. Environmental Protection Agency secondary standard for chloride (250 mg/l) under the National Secondary Drinking Water Regulations, then it cannot be used as a water source for a land division or a building permit other than a single-family home on an individual lot.
- v. If the sample does not meet the U.S. Environmental Protection Agency secondary standard for chloride (250 mg/L) under the National Secondary Drinking Water Regulations, then it may be used as water source for a building permit on an individual lot only if the following requirements are met:

¹⁹ This requirement is based on the Washington State Department of Ecology's salt water intrusion policy. See Emily B. Tibbott, *Seawater Intrusion Control in Coastal Washington: Department of Ecology Policy and Practice* p. 21 (United States Environmental Protection Agency Region 10, Office of Ground Water: Aug. 1992, EPA 910/9-92-023).

- a. The applicant obtains a variance from WAC Title 173 standards granted by Ecology per WAC 173-160-106 for a new groundwater well; or for an existing groundwater well not subject to an Ecology variance, applicant must provide a hydrogeologic assessment as part of an aquifer recharge area report, which shall be transmitted to Ecology for review, demonstrating that use of the well does not cause any detrimental interference with existing water rights and is not detrimental to the public interest;
 - b. The property owner shall record a restrictive covenant that indicates a chloride reading exceeded the U.S. Environmental Protection Agency secondary standard for chloride (250 mg/l) under the National Secondary Drinking Water Regulations.
 - c. A source-totalizing meter shall be installed and reported to the Administrator annually.
 - d. The well water shall be tested for its chloride concentration each year, with the results reported to the Administrator annually.
2. If a DOH-approved public water system is not available, a qualifying alternative system that meets the requirements of the DOH and the Department of Ecology may be used as proof of potable water.

The County should establish a program to monitor the results of the initial chloride concentration tests, the annual chloride concentration tests, and the volumes of water

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pumped. The county should compare the volumes pumped with recharge estimates. Based on this and other available data, the County should periodically review and update its regulations to prevent increases in salt water intrusion.

Comments on Article IV. Frequently Flooded Areas

Address sea level rise and increased coastal erosion in the frequently flooded area regulations

RCW 36.70A.170(1)(d) and RCW 36.70A.030(5) provide that each county and each city “shall designate where appropriate: ... Critical areas” including frequently flooded areas and geologically hazardous areas. RCW 36.70A.060(2) provides that “[e]ach county and city shall adopt development regulations that protect critical areas that are required to be designated under RCW 36.70A.170.”

Sea level rise is a real problem that is happening now. Sea level is rising and floods and erosion are increasing. In 2012 the National Research Council concluded that global sea level had risen by about seven inches in the 20th Century and would likely rise by 24 inches on the Washington coast by 2100.²⁰ NOAA has documented that sea level rise could be as high as two meters, six and half feet, by 2100.²¹ The general extent of the two to six and a half feet of sea level rise currently projected for coastal waters can be seen on the NOAA Office for Coastal Management Digitalcoast Sea Level Rise Viewer available at: <https://coast.noaa.gov/digitalcoast/tools/slr.html>

Some Washington State local governments are already address sea level rise. While these efforts are helpful, more comprehensive approaches are needed due to the adverse effects of sea level rise on the state’s shorelines. Two to six and a half feet of sea level rise will substantially increase flooding. As Ecology writes, “[s]ea level rise and storm surge[s] will increase the frequency and severity of flooding, erosion, and seawater intrusion—thus increasing risks to vulnerable communities, infrastructure, and coastal ecosystems.”²² Not only our marine shorelines will be impacted, as Ecology writes “[m]ore frequent extreme storms are likely to cause river and coastal flooding, leading to increased injuries and loss of life.”²³

²⁰ National Research Council, *Sea-Level Rise for the Coasts of California, Oregon, and Washington: Past, Present, and Future* p. 23, p. 156, p. 96, p. 102 (2012) accessed on Jan. 31, 2018 at: <https://www.nap.edu/download/13389> and enclosed with the paper original of this letter.

²¹ NOAA Office for Coastal Management, *Frequent Questions Digital Coast Sea Level Rise and Coastal Flooding Impacts Viewer* p. 8 of 14 (Jan. 2017) accessed on Jan. 31, 2018 at: <https://coast.noaa.gov/data/digitalcoast/pdf/slr-faq.pdf>.

²² State of Washington Department of Ecology, *Preparing for a Changing Climate Washington State’s Integrated Climate Response Strategy* p. 90 (Publication No. 12-01-004: April 2012) accessed on Jan. 31, 2019 at: <https://fortress.wa.gov/ecy/publications/summarypages/1201004.html> and enclosed with the paper original of this letter.

²³ *Id.* at p. 17.

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A peer-reviewed scientific study ranked Washington State 14th in terms of the number of people living on land less than one meter above local Mean High Water compared to the 23 contiguous coastal states and the District of Columbia.²⁴ This amounted to an estimated minimum of 18,269 people in 2010.²⁵ One meter, 3.28 feet, is within the projected sea level rise estimates of three to four feet or more for the end of this century.²⁶ Zillow recently estimated that 31,235 homes in Washington State may be underwater by 2100, 1.32 percent of the state's total housing stock. The value of the submerged homes is an estimated \$13.7 billion.²⁷ Zillow wrote:

It's important to note that 2100 is a long way off, and it's certainly possible that communities [may] take steps to mitigate these risks. Then again, given the enduring popularity of living near the sea despite its many dangers and drawbacks, it may be that even more homes will be located closer to the water in a century's time, and these estimates could turn out to be very conservative. Either way, left unchecked, it is clear the threats posed by climate change and rising sea levels have the potential to destroy housing values on an enormous scale.²⁸

Sea level rise will have an impact beyond rising seas, floods, and storm surges. The National Research Council wrote that:

Rising sea levels and increasing wave heights will exacerbate coastal erosion and shoreline retreat in all geomorphic environments along the west coast. Projections of future cliff and bluff retreat are limited by sparse data in Oregon and Washington and by a high degree of geomorphic variability along the coast. Projections using only historic rates of cliff erosion predict 10–30 meters [33 to 98 feet] or more of retreat along the west coast by 2100. An increase in the rate of sea-level rise combined with larger waves could significantly increase these rates. Future retreat of beaches will depend on the rate of sea-level rise and, to a lesser extent, the amount of sediment input and loss.²⁹

²⁴ Benjamin H. Strauss, Remik Ziemlinski, Jeremy L. Weiss, and Jonathan T. Overpeck, *Tidally adjusted estimates of topographic vulnerability to sea level rise and flooding for the contiguous United States* 7 ENVIRON. RES. LETT. 014033, 4 (2012) accessed on Jan. 31, 2018 at: <http://iopscience.iop.org/1748-9326/7/1/014033/article> This journal is peer reviewed. Environmental Research Letters "Submission requirements" webpage accessed on Jan. 31, 2018 at: <http://iopscience.iop.org/1748-9326/page/Submission%20requirements>.

²⁵ *Id.*

²⁶ Washington State Department of Ecology, *Preparing for a Changing Climate: Washington State's Integrated Climate Response Strategy* p. 82 (Publication No. 12-01-004: April 2012).

²⁷ Krishna Rao, *Climate Change and Housing: Will a Rising Tide Sink all Homes?* ZILLOW webpage (8/2/2016) accessed on Jan. 31, 2018 at: <http://www.zillow.com/research/climate-change-underwater-homes-12890/>.

²⁸ *Id.*

²⁹ National Research Council, *Sea-Level Rise for the Coasts of California, Oregon, and Washington: Past, Present, and Future* p. 135 (2012).

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A recent paper estimated that “[a]nalysis with a simple bluff erosion model suggests that predicted rates of sea-level rise have the potential to increase bluff erosion rates by up to 0.1 m/yr [meter a year] by the year 2050.”³⁰ This translates to four additional inches of bluff erosion a year.

A recent peer-reviewed article estimated that at least 8,018 people in Grays Harbor County will be at risk of adverse impacts from sea level rise in 2100.³¹ This is the highest population at risk of any Washington or Oregon county.³² The study authors write that “[t]hese results suggest that the absence of protective measures could lead to US population movements of a magnitude similar to the twentieth century Great Migration....”³³ A substantial population outmigration from Grays Harbor County would have significant adverse economic and social impacts. The time to adopt protective measures is now.

Homes built today are likely to be in use 2100. And new lots created today will be in use in 2100. This is why the Washington State Department of Ecology recommends “[l]imiting new development in highly vulnerable areas.”³⁴

So, we recommend that Section 48 require that new lots and new buildings be located outside the area of likely sea level rise. We recommend the following new regulations be added to Section 48.

- J. New lots shall be designed and located so that the buildable area is outside the area likely to be inundated by sea level rise in 2100 and outside of the area in which wetlands will likely migrate during that time.
- K. Where lots are large enough, new structures and buildings shall be located so that they are outside the area likely to be inundated by sea level rise in 2100 and outside of the area in which wetlands and aquatic vegetation will likely migrate during that time.

³⁰ George M. Kaminsky, Heather M. Baron, Amanda Hacking, Diana McCandless, David S. Parks, *Mapping and Monitoring Bluff Erosion with Boat-based LIDAR and the Development of a Sediment Budget and Erosion Model for the Elwha and Dungeness Littoral Cells, Clallam County, Washington* p. 3 accessed on Jan. 31, 2018 at: <http://www.coastalwatershedinstitute.org/Final%20Report%20Clallam%20County%20Bluffs%202014%20Final%20revised.pdf>.

³¹ Mathew E. Hauer, Jason M. Evans, and Deepak R. Mishra, *Millions projected to be at risk from sea-level rise in the continental United States* NATURE CLIMATE CHANGE Letters Advance Online Publication p. 3 (Published Online: 14 March 2016 | DOI: 10.1038/NCLIMATE2961) and enclosed in a separate email on Sept. 21, 2017. Nature Climate Change is a peer-reviewed science journal. See the Author Instructions accessed on Jan. 31, 2018 at: http://mts-nclim.nature.com/cgi-bin/main.plex?form_type=display_auth_instructions enclosed with the article.

³² Mathew E. Hauer, Jason M. Evans, and Deepak R. Mishra, *Millions projected to be at risk from sea-level rise in the continental United States* NATURE CLIMATE CHANGE Letters Advance Online Publication p. 3 (Published Online: 14 March 2016 | DOI: 10.1038/NCLIMATE2961).

³³ *Id.* at p. 1.

³⁴ State of Washington Department of Ecology, *Preparing for a Changing Climate Washington State's Integrated Climate Response Strategy* p. 90 (Publication No. 12-01-004: April 2012).

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Comments on Article V. Geologically Hazardous Areas

Include landslide runout areas in the designation of geological hazards in Section 53.

The *Grays Harbor County 2011 – 2016 Hazard Mitigation Plan* states that “landslides happen frequently in Grays Harbor County.”³⁵ The March 22, 2014, Oso landslide “claimed the lives of 43 people, making it the deadliest landslide event in United States history. Of the approximately 10 individuals who were struck by the landslide and survived, several sustained serious injuries.”³⁶ So properly designating geologically hazardous areas is very important.

“The GMA directs counties and cities to designate critical areas. RCW 36.70A.170. RCW 36.70A.030(5) lists types of critical areas: (1) fish and wildlife habitat conservation areas, (2) wetlands, (3) frequently flooded areas, (4) critical aquifer recharge areas, and (5) geologically hazardous areas.”³⁷ “Geologically hazardous areas’ means areas that because of their susceptibility to erosion, sliding, earthquake, or other geological events, are not suited to the siting of commercial, residential, or industrial development consistent with public health or safety concerns.”³⁸ “[T]he GMA requires the county to designate and protect all critical areas within its boundaries.”³⁹

Landslides are capable of damaging commercial, residential, or industrial development at both the tops and toes slopes due to the earth sliding and other geological events.⁴⁰ So the areas at the top, toe, and sides of the slope are geological hazards. Section 54 must designate them as geologically hazardous areas.

³⁵ *Grays Harbor County 2011 – 2016 Hazard Mitigation Plan* p. 121 accessed on Jan 31, 2018 at:

<http://www.co.grays-harbor.wa.us/Emergency%20Management/2011%20Grays%20Harbor%20Hazard%20Plan%20-%20FINAL.pdf> and enclosed with the paper original of this letter.

³⁶ Jeffrey R. Keaton, Joseph Wartman, Scott Anderson, Jean Benoît, John deLaChapelle, Robert Gilbert, David R. Montgomery, *The 22 March 2014 Oso Landslide, Snohomish County, Washington* p. 1 (Geotechnical Extreme Events Reconnaissance (GEER): July 22, 2014) accessed on Jan. 31, 2018 at: http://www.geerassociation.org/index.php/component/geer_reports/?view=geerreports&layout=build&id=30 and on the CAO on CD enclosed with the paper original of Futurewise’s letter to Grays Harbor County Department of Public Services (Sept. 21, 2017) on Data CD 2 in the directory \Geo Hazards\Landslide Hazards with the filename “GEER_Oso_Landslide_Report.pdf.” If the American territories are included, then the Oso landslide is the second deadliest landslide in American history. R.M. Iverson, D.L. George, K. Allstadt, *Landslide mobility and hazards: implications of the Oso disaster* 412 EARTH AND PLANETARY SCIENCE LETTERS 197, 198 (2015).

³⁷ *Ferry Cty. v. Concerned Friends of Ferry Cty.*, 155 Wn.2d 824, 832, 123 P.3d 102, 106 (2005).

³⁸ RCW 36.70A.030(9).

³⁹ *Stevens Cty. v. Futurewise*, 146 Wn. App. 493, 511, 192 P.3d 1, 10 (2008) *review denied Stevens County v. Futurewise*, 165 Wn.2d 1038, 205 P.3d 132 (2009).

⁴⁰ Jeffrey R. Keaton, Joseph Wartman, Scott Anderson, Jean Benoît, John deLaChapelle, Robert Gilbert, David R. Montgomery, *The 22 March 2014 Oso Landslide, Snohomish County, Washington* p. 1 & p. 68 (Geotechnical Extreme Events Reconnaissance (GEER): July 22, 2014).

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**Adopt better protections from landside hazards for people and property.
 See proposed Section 56.**

The *Grays Harbor County 2011 – 2016 Hazard Mitigation Plan* states that “landslides happen frequently in Grays Harbor County.”⁴¹ Landslide hazards are capable of damaging property at significant distances. The 2014 Oso slide ran out for over a mile (5,500 feet) even through the slope height was 600 feet.⁴² Recent research shows that long runout landslides are more common than had been realized.⁴³ This research documents that over the past 2000 years, the average landslide frequency of long runout landslides in the area near the Oso landslide is one landslide every 140 years.⁴⁴ The landslides ran out from 787 feet to the 2,000 feet of the 2014 landslide.⁴⁵ The 2013 Ledgewood-Bonair Landslide on Whidbey Island extended approximately 300 feet into Puget Sound.⁴⁶ In a study of shallow landslides along Puget Sound from Seattle to Everett, the average runout length was 197.5 feet (60.2 m) and the maximum runout length was 771 feet (235 m).⁴⁷

In addition to protecting people from natural hazards, updated geologically hazardous regulations also protect a family’s largest asset: Their home. Homeowners insurance does not cover the damage from landslides. “Insurance coverage for landslides is uncommon. It is

⁴¹ *Grays Harbor County 2011 – 2016 Hazard Mitigation Plan* p. 121.

⁴² Jeffrey R. Keaton, Joseph Wartman, Scott Anderson, Jean Benoît, John deLaChapelle, Robert Gilbert, David R. Montgomery, *The 22 March 2014 Oso Landslide, Snohomish County, Washington* p. 56 & p. 144 (Geotechnical Extreme Events Reconnaissance (GEER): July 22, 2014).

⁴³ Sean R. LaHusen, Alison R. Duvall, Adam M. Booth, and David R. Montgomery, *Surface roughness dating of long-runout landslides near Oso, Washington (USA), reveals persistent postglacial hillslope instability* GEOLOGY pp. *2 – 3, published online on 22 December 2015 as doi:10.1130/G37267.1; Geological Society of America (GSA) Data Repository 2016029, *Data repository for: Surface roughness dating of long-runout landslides near Oso, WA reveals persistent postglacial hillslope instability* p. 4 both enclosed with the paper original of this letter. Geology is a peer-reviewed scientific journal. Geology – Prep webpage accessed on Jan. 23, 2018 at:

<http://www.geosociety.org/GSA/Publications/Journals/Geology/GSA/Pubs/geology/home.aspx#overview> and enclosed with the paper original of this letter.

⁴⁴ Sean R. LaHusen, Alison R. Duvall, Adam M. Booth, and David R. Montgomery, *Surface roughness dating of long-runout landslides near Oso, Washington (USA), reveals persistent postglacial hillslope instability* GEOLOGY p. *2, published online on 22 December 2015 as doi:10.1130/G37267.1.

⁴⁵ Geological Society of America (GSA) Data Repository 2016029, *Data repository for: Surface roughness dating of long-runout landslides near Oso, WA reveals persistent postglacial hillslope instability* p. 4.

⁴⁶ Stephen Slaughter, Isabelle Sarikhan, Michael Polenz, and Tim Walsh, *Quick Report for the Ledgewood-Bonair Landslide, Whidbey Island, Island County, Washington* pp. 3 – 4 (Washington State Department of Natural Resources, Division of Geology and Earth Resources: March 28, 2013). Accessed on Feb. 1, 2018 at:

http://www.dnr.wa.gov/publications/ger_qr_whidbey_island_landslide_2013.pdf and on the CAO on CD enclosed with the paper original Futurewise’s Sept. 21, 2017, letter in the directory Data CD 2\Geo Hazards\Landslide Hazards with the filename “ger_qr_whidbey_island_landslide_2013.pdf.”

⁴⁷ Edwin L. Harp, John A. Michael, and William T. Laprade, *Shallow-Landslide Hazard Map of Seattle, Washington* p. 17 (U.S. Geological Survey Open-File Report 2006–1139: 2006) accessed on Feb. 1, 2018 at:

<http://pubs.usgs.gov/of/2006/1139/> and on the CAO on CD enclosed with the paper original Futurewise’s Sept. 21, 2017, letter in the directory Data CD 2\Geo Hazards\Landslide Hazards with the filename “of06-1139_508.pdf.”

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almost never a standard coverage, and is difficult to purchase inexpensively as a policy endorsement.”⁴⁸

None of the Oso victims’ homes were covered by insurance for landslide hazards.⁴⁹ And that is common when homes are damaged by landslides.⁵⁰ For example, on March 14, 2011, a landslide damaged the home of Rich and Pat Lord.⁵¹ This damage required the homeowners to abandon their home on Norma Beach Road near Edmonds, Washington. Because their homeowners insurance did not cover landslides, they lost their home.⁵² This loss of what may be a family’s largest financial asset is common when homes are damaged or destroyed by landslides or other geological hazards.

Landslide buyouts are rare and when they occur the property owner often only recovers pennies on the dollar. The property owners bought out after the Aldercrest-Banyon landslide in Kelso, Washington destroyed their homes received 30 cents on the dollar.⁵³ This underlines why preventing development in geologically hazardous areas is just plain ordinary consumer protection.

While we appreciate the improved measures for designating and protecting people and property from landslide hazards, proposed Section 56C.1, on page 60, only requires 40-foot buffers from the top and toe of the slope of identified landslides. As the above runout distances show, this is not adequate to protect people and property from landslides. We recommend that the regulations require the site-specific identification of landslide top of slope and slope faces subject to failure and sliding, toe of slope areas subject to impact from down slope run-out, and buffers for areas subject to landslide hazards include the top of slope, bottom of slope and sides of the hazard. The Joint SR 530 Landslide Commission recommends identifying “[c]ritical area buffer widths based on site specific geotechnical

⁴⁸ Robert L. Schuster & Lynn M. Highland, *The Third Hans Cloos Lecture: Urban landslides: socioeconomic impacts and overview of mitigative strategies* 66 BULLETIN OF ENGINEERING GEOLOGY AND THE ENVIRONMENT 1, p. 22 (2007) accessed on Jan. 23, 2018 at: ftp://193.134.202.10/pub/TRAMM/Workshop_EWS/Literature/Schuster_and_Highland_2007_Bulletin_of_Engineering_Geology_and_the_Environment.pdf and enclosed with the paper original of this letter. The Bulletin of Engineering Geology and the Environment is peer-reviewed. See the Bulletin of Engineering Geology and the Environment “em Editorial Manager” login page accessed on Jan. 23, 2018 at: <http://www.editorialmanager.com/boeg/default.aspx>

⁴⁹ Sanjay Bhatt, *Slide erased their homes, but maybe not their loans* *The Seattle Times* (April 2, 2014) accessed on Jan. 23, 2018 at: http://old.seattletimes.com/html/latestnews/2023278858_mudslidefinancialxml.html

⁵⁰ *Id.*

⁵¹ Ian Terry, *Abandoned and trashed after mudslide, Edmonds house now for sale* *The Herald* (Feb. 11, 2015). The house is for sale after the bank who held the Lord’s mortgage took ownership of the home. *Id.* Accessed on Jan. 23, 2018 at: <http://www.heraldnet.com/article/20150211/NEWS01/150219829> and enclosed with the paper original of this letter.

⁵² *Id.* at p. *6.

⁵³ Isabelle Sarikhan, *Sliding Thought Blog, Washington’s Landslide Blog* Landslide of the Week – Aldercrest Banyon Landslide July 29, 2009 accessed on Jan. 23, 2018 at: <https://slidingthought.wordpress.com/2009/07/29/landslide-of-the-week-aldercrest-banyon-landslide/>

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studies” as an “innovative development regulation[]” that counties and cities should adopt.⁵⁴ Construction should not be allowed in these areas.

In addition, “[s]lope saturation by water is a primary cause of landslides.”⁵⁵ So allowing sewage disposal systems and drainfields in top of slope and side slope buffers is a bad idea as the additional water may trigger landslides. So that should not be allowed.

We recommend to following revisions to Section 56C.1 with our additions underlined and our deletions struck through.

1. Establish and maintain ~~a forty-foot~~ large enough to protect existing and proposed development include highways and roads from landslide hazards for from the top, side, and toe of a the slope for identified as a landslide hazard areas. A qualified professional shall recommend the buffers based on a site-specific investigation. The administrator may require peer-review of the recommendations and shall determine the required buffers. The administrator may allow the following modifications to the buffer:
 - a. ~~Reduce the buffer if a critical area special study prepared by a qualified professional certifies that the reduction will adequately protect the proposed development, adjacent developments, and critical areas.~~
 - b. ~~Locate on-site sewage disposal systems, including drainfields, within a toe of slope buffer when a qualified professional certifies that there will be no impact to existing or proposed development~~ or to the landslide hazard.

⁵⁴ The SR 530 Landslide Commission, *Final Report* p. 31 (Dec. 15, 2014) accessed on Sept. 20, 2017 at: http://www.governor.wa.gov/sites/default/files/documents/SR530LC_Final_Report.pdf and on the CAO on CD enclosed with the paper original of Futurewise’s Sept. 21, 2017, letter in the directory Data CD 2\Geo Hazards\Landslide Hazards with the filename “SR530LC_Final_Report.pdf”

⁵⁵ Lynn M. Highland and Peter Bobrowsky, *The Landslide Handbook—A Guide to Understanding Landslides* p. 30 (U.S. Geological Survey Circular 1325, Reston, Virginia: 2008) accessed on Feb. 1, 2018 at: <https://pubs.usgs.gov/circ/1325/> and on the CAO on CD enclosed with the paper original of Futurewise’s Sept. 21, 2017, letter in the directory Data CD 2\Geo Hazards\Landslide Hazards with the filename “C1325_508.pdf.”

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Include specific measures to better protect people and property from earthquake hazards.

We appreciate including references to the Washington State Department of Natural Resources' Liquefaction Susceptibility and Site Class maps in the update.⁵⁶ In 2004, the Washington State Department of Natural Resources completed a set of liquefaction maps and maps identifying where the geology is likely to amplify ground shaking, referred to as "Site Class" maps. These maps represent best available science on the occurrence of these hazards which the Growth Management Act requires to the county to include in the development of critical areas regulations.

Adopting these maps and protective provisions for these areas will protect people and property from hazards resulting from earthquakes. Liquefaction occurs when earthquake shaking causes a soil to rapidly lose its strength and behave like quicksand. The soils most likely to liquefy are artificial fills and areas of loose sandy soils saturated with water. The movement of liquefied soils can rupture pipelines, move bridge abutments and roads, and damage buildings. Liquefaction has damaged many buildings during earthquakes including Alaska's Good Friday earthquake, California's Loma Prieta earthquake, and the Kobe, Japan earthquake.⁵⁷ We recommend that areas classified as having a liquefaction susceptibility of "moderate," "moderate to high," "high," and "peat deposit" be identified as geological hazards.

The Site Class Map identifies areas where the underlying geology is likely to amplify shaking on the ground surface. This is the most damaging effect of an earthquake. So, buildings constructed on areas more susceptible to strong shaking area are more likely to be damaged or destroyed in an earthquake.⁵⁸ By identifying these areas and engineering and constructing buildings to withstand this shaking, people and property will be better protected from earthquake damage. We recommend that areas classified as having a site class of "D to E," "E," and "F" be designated as geological hazards.

Development regulations requiring review of structures proposed for these areas should be adopted to ensure they can withstand the hazards of locating on these soils with their amplified earthquake movement.

⁵⁶ The maps are available at the Geologic Information Portal accessed on Jan. 31, 2018 at: <http://www.dnr.wa.gov/geologyportal> or <ftp://ww4.dnr.wa.gov/geology/pubs/ofr04-20/> and on the CAO on CD enclosed with the paper original of Futurewise's Sept. 21, 2017, letter on Data CD 2 in the directory \Geo Hazards\Earthquake Hazards.

⁵⁷ Stephen P. Palmer, Sammantha L. Magsino, Eric L. Bilderback, James L. Poelstra, Derek S. Folger, and Rebecca A. Niggemann, *Liquefaction Susceptibility and Site Class Maps of Washington State, By County* p. 1 (Washington Division of Geology and Earth Resources, Open File Report 2004-20: Sept. 2004) accessed on Jan. 31, 2018 at: ftp://ww4.dnr.wa.gov/geology/pubs/ofr04-20/ofr2004-20_report.pdf and on the CAO on CD enclosed with the paper original Futurewise's Sept. 21, 2017, letter on Data CD 2 in the directory \Geo Hazards\Earthquake Hazards with the filename "ofr2004-20_report.pdf."

⁵⁸ *Id.* at pp. 2 – 3.

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Comments on Article VI. Fish and Wildlife Habitat Conservation Areas

Reference the most recent priority habitats and species list and the management recommendations generally in Section 58.

The Washington State Department of Fish and Wildlife regularly updates the priority habitats and species list. The most recent list was updated in 2017 and is enclosed with this letter. In addition, some of the management recommendations for the priority species, such as the mammal recommendations, are being updated as the recommendations are completed for individual species. Since the documents listed in Section 58A are references, we recommend that Section 58A just reference the most recent priority species and habitats list and state that the county will use as references the Washington State Department of Fish and Wildlife Management Recommendations for Washington's Priority Species. Then the critical areas regulations would not need to be revised every time Fish and Wildlife updates a document or issues a new document.

Either identify habitats of local importance or include a process for designating them in Section 57.

Section 57A.3 designates habitats of local importance as fish and wildlife habitat conservation areas. We support this provision, but the update does not include a process for designating habitats of local importance or a list of those habitats. Species of local importance should either be designated or a process for designating these species should be included.

Thank you for considering our comments. If you require additional information, please contact me at telephone 206-343-0681 Ext. 118 or email tim@futurewise.org

Very Truly Yours,



Tim Trohimovich, AICP
Director of Planning & Law

Enclosures

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September 21, 2017

Ms. Jane W. Hewitt, Principal Planner
Grays Harbor County Department of Public Services
100 W. Broadway Ave. Suite 31
Montesano, Washington 98563

Dear Ms. Hewitt:

**Subject: Comments on the Draft Critical Area Protection Ordinance Update
9/6/2017.**

Sent via email to: jhewitt@co.grays-harbor.wa.us and U.S. Mail

Thank you for the opportunity to comment on the Grays Harbor County Critical Area Protection Ordinance Update. In short, we strongly support the critical areas update. We believe that the update is clearly written and contains many helpful protections for water quality, people, and property. We do have some suggestions to protect these important resources and people and property below.

Futurewise works throughout Washington State to support land-use policies that encourage healthy, equitable, and opportunity-rich communities, and that protect our most valuable farmlands, forests, and water resources. Futurewise has members across Washington State including Grays Harbor County.

Comments on Article I. General Provisions and the update as a whole

As part of our review of the Draft Critical Area Protection Ordinance Update, we used the WEC Checklist for critical areas regulations to review the update. The completed checklist is enclosed as Appendix A to this letter. We recommend that the County revise the Draft Critical Area Protection Ordinance Update to include the provisions that the checklist identifies as missing or unsatisfactory. The checklist and the requirements on which it is based are explained in the *WEC Habitat Protection Toolkit* enclosed in a separate email.

The WEC Checklist for critical areas regulations focuses on general provisions, fish and wildlife habitat conservation areas, and wetlands. We have additional comments on some of these sections below and also comment on the regulations applicable to the other critical areas: frequently flooded areas, aquifer recharge areas, and geological hazards.

Comments on Article II. General Requirements

One of the criteria for reasonable use exemptions should be that the exception will not create hazards for the occupants or users of the use or activity or nearby properties. See Section 30B.4.d on page 21

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As the Oso disaster reminded us, certain critical areas including landslide hazards, channel migration zones, and others are deadly.¹ Allowing development in these areas endangers first responders as they attempt to rescue survivors.² As the over \$120 million spent on the Oso landslide remediation shows,³ allowing construction in these areas results in the creation of nuisances. So Grays Harbor County is not legally obligated to allow construction in these hazardous areas.⁴ In the *Bayfield Resources Co. v. Western Washington Growth Management Hearings Board* decision, the State of Washington Court of Appeals upheld against a substantive due process challenge and other challenges a rural zoning district that required the deduction of landslide hazard areas and certain other critical areas from the land used to calculate the allowed number of housing units.⁵ The Court of Appeals agreed that landslide hazard areas are not to be built on. We recommend that reasonable use exceptions not be allowed on such dangerous critical areas. One of the reasonable use criteria should be both the proposed development does not pose a threat to the public safety and welfare and the occupants or users of the proposed development or the occupants and users of nearby properties. Proposed Section 30B.4.d already addresses the public welfare and nearby uses. It should also address the occupants or users of the proposed use or activity since once a building or project is constructed it is often sold or rented to people who have no idea of the threat posed by certain critical areas. We recommend that Section 30B.4.d be modified, with our additions underlined and our deletions struck through, to read as follows:

- d. The granting of the reasonable use exception is consistent with the general purpose and intent of this Title, and will not further degrade the functions or values of the associated critical areas or otherwise be materially detrimental to the public welfare, ~~or~~ injurious to the property or improvements in the vicinity of the subject property, or the proposed improvements or the occupants or users of the proposed use or activity; and

¹ Jeffrey R. Keaton, Joseph Wartman, Scott Anderson, Jean Benoît, John deLaChapelle, Robert Gilbert, David R. Montgomery, *The 22 March 2014 Oso Landslide, Snohomish County, Washington* p. 1 (Geotechnical Extreme Events Reconnaissance (GEER): July 22, 2014) accessed on Sept. 20, 2017 at:

http://www.geerassociation.org/index.php/component/geer_reports/?view=geerreports&layout=build&id=30 and on the CAO on CD enclosed with the paper original of this letter on Data CD 2 in the directory \Geo Hazards\Landslide Hazards with the filename "GEER_Oso_Landslide_Report.pdf."

² The SR 530 Landslide Commission, *Final Report* pp. 4 –8 (Dec. 15, 2014) accessed on Sept. 20, 2017 at:

http://www.governor.wa.gov/sites/default/files/documents/SR530LC_Final_Report.pdf and on the CAO on CD enclosed with the paper original of this letter in the directory Data CD 2\Geo Hazards\Landslide Hazards with the filename "SR530LC_Final_Report.pdf"

³ David K. Norman, LHG, LEG, Washington State Geologist, *Division of Geology and Earth Resources Response to the SR 530 Landslide* p. *5 (Sept. 30, 2014) accessed on Sept. 21, 2017 at:

http://www.governor.wa.gov/sites/default/files/documents/SR530LC_20140930_Pres_DNR_Norman.pdf and on the CAO on CD enclosed with the paper original of this letter on Data CD 2 in the directory \Geo Hazards\Landslide Hazards with the filename "SR530LC_20140930_Pres_DNR_Norman.pdf."

⁴ *Lucas v. South Carolina Coastal Council*, 505 U.S. 1003, 1029 (1992) accessed on Sept. 21, 2017 at:

<http://www.supremecourt.gov/opinions/boundvolumes/505bv.pdf>

⁵ *Bayfield Resources Co. v. Western Washington Growth Management Hearings Bd.*, 158 Wn. App. 866, 883, 244 P.3d 412, 420 (2010).

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Comments on Article II. Wetlands⁶

The section “Best Available Science for Designating and Classifying Wetlands” on page 24 is missing a section number

Please give the Section “Best Available Science for Designating and Classifying Wetlands” a section number to make referencing the section easier.

Please clarify that agricultural activities will be governed under the Voluntary Stewardship Program. See Section 35B.1 on pages 27 – 28

Grays Harbor County has chosen to opt into the Voluntary Stewardship Program. Now that the program has been funded, the Voluntary Stewardship Program will be used to manage the impacts of agricultural activities, both existing and new, on critical areas including wetlands and water quality. However, Section 35B.1 allows “existing and on-going agricultural operations” in wetlands. This does not exactly define the relationship between the critical areas regulations and the agricultural activities to be managed by the Voluntary Stewardship Program. So, we recommend that Section 35B.1 be modified, with our additions underlined and our deletions struck through, to read as follows:

3. Grays Harbor County has chosen to participate in the Voluntary Stewardship Program. So as long as the County participates in the Voluntary Stewardship Program, this ordinance shall not apply to agricultural activities.~~4. Existing and ongoing agricultural activities, provided that they implement applicable Best Management Practices (BMPs) contained in the latest editions of the USDA Natural Resources Conservation Service (NRCS) Field Office Technical Guide (FOTG); or develop a farm conservation plan in coordination with the local conservation district. BMPs and/or farm plans should address potential impacts to wetlands from livestock, nutrient and farm chemicals, soil erosion and sediment control and agricultural drainage infrastructure. BMPs and/or farm plans should ensure that ongoing agricultural activities minimize their effects on water quality, riparian ecology, salmonid populations, and wildlife habitat.~~

We strongly support the proposed wetland buffers in Section 37.

We strongly support the proposed wetland buffers. The proposed buffers are consistent with current scientific recommendations.⁷

⁶ While this article is labeled as article II, the “General Requirements” are also labeled as article II. We recommend that the sections following article II be renumbered.

⁷ Teri Granger, Tom Hruby Ph.D., Andy McMillan, Douglas Peters, Jane Rubey, Dyanne Sheldon, Stephen Stanley, & Erik Stockdale, *Wetlands in Washington State Volume 2 – Protecting and Managing Wetlands* (Ecology Publication #05-06-008: April 2005) Appendix 8-C Guidance on Widths of Buffers and Ratios for

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Comments on Article III. Critical Aquifer Recharge Areas

The aquifer recharge areas regulations in Article III should designate and protect all known aquifers used for wells in addition to wellhead protection areas and permeable soils.

The Growth Management Act requires all counties and cities to designate and protect the ground water based drinking water sources on which many Grays Harbor County residents and businesses depend.⁸ The screen shots from the State of Washington Department of Ecology's Water Resources Explorer, enclosed in a separate email, show ground water collectors and wells in Grays Harbor County. Many of the wells are concentrated in the County's alluvial valleys. So the ground water in these areas is used for public potable water supplies and needs to be designated and protected as aquifer recharge areas.

Local regulations are needed to protect the aquifers. As the State of Washington Department of Ecology recommends:

Federal and state laws and rules do not replace local planning, ordinances, and programs. Local jurisdictions should maintain the ability to protect ground water under their own authority. Local government can focus on local conditions in a way that the state cannot.

....

Local government planning can influence the types of future developments that occur in various areas and may be able to encourage potentially contaminating facilities to locate in areas where the aquifer has a lower susceptibility if contaminants are released. In this way the potential for aquifer pollution is lowered and the public is protected. Land use planning at the local level is the most effective way to influence where facilities choose to locate.⁹

So, we recommend that the aquifers that recharge the wells identified above be designated in Section 41 as Critical Aquifer Recharge Areas and be protected. The following section discusses necessary improvements to the protection requirements.

Compensatory Mitigation for Use with the Western Washington Wetland Rating System Modified to use with the 2014 Washington State Rating System for Western Washington (October 2014) accessed on Sept. 21, 2017 at: <http://www.ecy.wa.gov/programs/sea/wetlands/bas/volume2final.html> and on the CAO on CD enclosed with the paper original of this letter in Data CD 1 in the "Wetlands" directory with the filename "0506008part1.pdf."

⁸ RCW 36.70A.060(2).

⁹ Laurie Morgan, *Critical Aquifer Recharge Areas Guidance Document* p. 31 (Washington State Department of Ecology, Water Quality Program: January 2005 Publication Number 05-10-028) accessed on Sept. 21, 2017 at: <http://www.ecy.wa.gov/biblio/0510028.html> and included on the CAO on CD enclosed with the paper original of this letter on Data CD 1 in the "CARA" directory with the filename "0510028.PDF."

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Amend proposed Section 43 to protect aquifers from salt water intrusion and to comply with the requirements to protect ground water quantity, quality, and senior water rights holders.

RCW 19.27.097 requires applicants for building permits for buildings that need potable water to provide evidence of an adequate water supply. RCW 19.27.097(1) provides:

(1) Each applicant for a building permit of a building necessitating potable water shall provide evidence of an adequate water supply for the intended use of the building. Evidence may be in the form of a water right permit from the department of ecology, a letter from an approved water purveyor stating the ability to provide water, or another form sufficient to verify the existence of an adequate water supply. In addition to other authorities, the county or city may impose conditions on building permits requiring connection to an existing public water system where the existing system is willing and able to provide safe and reliable potable water to the applicant with reasonable economy and efficiency. An application for a water right shall not be sufficient proof of an adequate water supply.

That RCW 19.27.097(1) requires as evidence a “water right permit.” That a water right application is not sufficient proof of an adequate water supply shows that the legislature intended that building permit applicants must have the legal right to use the water. The Attorney General agreed with this reading writing that:

In our opinion, an “adequate” water supply is one that is of sufficient quality and sufficient quantity to satisfy the demand created by the new building.

....

The pertinent exception to the permitting requirements is found in RCW 90.44.050, which allows the withdrawal of up to 5,000 gallons a day of ground water for specified purposes without a permit. If ground water is regularly used beneficially as provided in that statute, then the appropriator will be entitled to a “right equal to that established by a permit issued under the provisions” of chapter 90.44 RCW. *Id.* Consequently, any applicant for a building permit who claims that the building's water will come from surface or ground waters of the state, other than from a public water system, must prove that he has a right to take such water.¹⁰

RCW 58.17.110 also requires Grays Harbor County to assure adequate potable water supplies are available when approving subdivision applications. Further, the County must assure that

¹⁰ AGO 1992 No. 17 accessed on Sept. 21, 2017 at: <http://www.atg.wa.gov/ago-opinions/requirement-adequate-water-supply-building-permit-issued> and enclosed with the paper original of this letter.

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proposed developments proposing to use exempt wells are within the withdrawal limits applicable to those wells. As the Washington State Supreme Court wrote:

¶ 61 Without a requirement that multiple subdivision applications of commonly owned property be considered together, the County cannot meet the statutory requirement that it assure appropriate provisions are made for potable water supplies. Instead, nondisclosure of common ownership information allows subdivision applicants to submit that appropriate provisions are made for potable water through exempt wells that are in fact inappropriate under *Campbell & Gwinn* when considered as part of a development, absent a permit. To interpret the County's role under RCW 58.17.110 to only require the County to assure water is physically underground effectively allows the County to condone the evasion of our state's water permitting laws. This could come at a great cost to the existing water rights of nearby property owners, even those in adjoining counties, if subdivisions and developments overuse the well permit exemption, contrary to the law.¹¹

There is very limited water available for new uses in Grays Harbor County outside of existing water providers.¹² A new right to use surface or ground water cannot be obtained to support a new development unless the request is mitigated, which often requires acquiring a senior water right.¹³

Ecology also writes that “[g]roundwater in some areas located near the Grays Harbor and Pacific Ocean shoreline has the potential for seawater intrusion.”¹⁴ Salt water intrusion can worsen until wells “must be abandoned due to contaminated, unusable water.”¹⁵ Salt water

¹¹ *Kittitas County v. Eastern Washington Growth Management Hearings Bd.*, 172 Wn.2d 144, 178 – 81, 256, P.3d 1193, 1209 – 10 (2011) footnote omitted. The *Campbell & Gwinn* requirements apply to all counties, not just counties that fully plan under the Growth Management Act.

¹² State of Washington Department of Ecology Water Resources Program, *Focus on Water Availability Queets-Quinault Watershed*, WRLA 21 p. 1 (Publication Number: 11-11-026: rev. Aug. 2012) accessed on Sept. 21, 2017 at: <https://fortress.wa.gov/ecy/publications/summarypages/1111026.html> and enclosed in a separate email; State of Washington Department of Ecology Water Resources Program, *Focus on Water Availability Lower Chehalis & Upper Chehalis Watersheds*, WRLAs 22 & 23 p. 1 (Publication Number: 11-11-027: rev. Nov. 2016) accessed on Sept. 21, 2017 at: <https://fortress.wa.gov/ecy/publications/summarypages/1111027.html> and enclosed in a separate email; State of Washington Department of Ecology Water Resource Program, *Focus on Water Availability Willapa Watershed*, WRLA 24 pp. 1 – 2 (Publication Number: 11-11-028 rev. Aug. 2012) accessed on Sept. 21, 2017 at: <https://fortress.wa.gov/ecy/publications/summarypages/1111028.html> and enclosed in a separate email.

¹³ *Id.* at p. 2.

¹⁴ State of Washington Department of Ecology Water Resources Program, *Focus on Water Availability Lower Chehalis & Upper Chehalis Watersheds*, WRLAs 22 & 23 p. 2 (Publication Number: 11-11-027: rev. Nov. 2016).

¹⁵ Emily B. Tibbott, *Seawater Intrusion Control in Coastal Washington: Department of Ecology Policy and Practice* p. 7 (United States Environmental Protection Agency Region 10, Office of Ground Water: Aug. 1992, EPA 910/9-92-023) accessed on Sept. 21, 2017 at: <http://nepis.epa.gov/Exe/ZyNET.exe/200060G4.TXT?ZyActionD=ZyDocument&Client=EPA&Index=1991+Thru+1994&Docs=&Query=&Time=&EndTime=&SearchMethod=1&TocRestrict=n&Toc=&TocEntry=&QField=&QFieldYear=&QFieldMonth=&QFieldDay=&IntQFieldOp=0&ExtQFieldOp=0&XmlQuery=&File>

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intrusion is often worsened by over-pumping an aquifer.¹⁶ For these reasons, the Western Washington Growth Management Hearings Board has held that Growth Management Act requires counties to designate vulnerable seawater intrusion areas as critical aquifer recharge areas.¹⁷ The Board also held that counties must adopt development regulations “to protect aquifers used for potable water from further seawater degradation.”¹⁸ We use a chloride level of 100 milligrams per liter (mg/l) of well water below as a trigger for review for sea water intrusion because that level is generally used as an indicator of sea water intrusion.¹⁹

To address the limited water availability, salt water intrusion problems, and to comply with state law, we recommend proposed the addition of the following to Section 43 with our additions double underlined.

F. Evidence of water availability

1. If a State of Washington Department of Health- (DOH) approved public water system is available, all new lots, buildings, or uses must connect to the system. In that case, the water purveyor shall provide the applicant with a letter stating purveyor has the ability to provide water. This letter must be submitted with an application for a division of land or a building permit application.
2. If a DOH-approved public water system is not available, an applicant shall provide the following information with an application for a division of land or a building permit application:
 - i. Documentation that the source includes sufficient water to serve the proposed use and any necessary fire flows.

[=D%3A%5Czyfiles%5CIndex%20Data%5C91thru94%5CTxt%5C00000004%5C200060G4.txt&User=ANONYMOUS&Password=anonymous&SortMethod=h%7C-&MaximumDocuments=1&FuzzyDegree=0&ImageQuality=r75g8/r75g8/x150y150g16/i425&Display=p%7Cf&DefSeekPage=x&SearchBack=ZyActionL&Back=ZyActionS&BackDesc=Results%20page&MaximumPages=1&ZyEntry=1&SeekPage=x&ZyPURL#](#) and enclosed with the paper version of this letter.

¹⁶ *Id.*

¹⁷ *Olympic Environmental Council v. Jefferson County*, Western Washington Growth Management Hearings Board (WWGMHB) Case No. 01-2-0015, Final Decision and Order (Jan. 10, 2002), at *8 & *16 motion for reconsideration denied *Olympic Environmental Council v. Jefferson County*, WWGMHB Case No. 01-2-0015, Order Denying Motion for Reconsideration (Feb. 8, 2002), at *3, both orders accessed on Jan. 6, 2016 at: <http://www.gmhba.wa.gov/CaseDetail.aspx?cid=324>

¹⁸ *Olympic Environmental Council v. Jefferson County*, WWGMHB Case No. 01-2-0015, Final Decision and Order (Jan. 10, 2002), at *15.

¹⁹ Emily B. Tibbott, *Seawater Intrusion Control in Coastal Washington: Department of Ecology Policy and Practice* p. 21 (United States Environmental Protection Agency Region 10, Office of Ground Water: Aug. 1992, EPA 910/9-92-023).

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- ii. Documentation that the applicant has the legal right to use the water.
- iii. If a permit-exempt well is proposed for the water source, the applicant shall identify all land in a common ownership currently and before any land divisions and document that the proposed use and any other uses of the land currently or formerly in a common ownership will not exceed the daily maximum withdrawal authorized by a permit-exempt well.

G. Mitigation of salt water intrusion. In addition to the requirements of Subsection 43F, the following requirements apply within areas mapped by the State of Washington Department of Ecology as susceptible to salt water intrusion or within a 100 feet of groundwater source with chloride concentrations above 100 milligrams per liter (mg/l) of water:

- 1. If a DOH-approved public water system is not available, the following requirements must be met in order to use a well as a water source:
 - i. The proposed use shall incorporate the water conservation measures from the list maintained by the administrator applicable to the proposed development.
 - ii. The chloride concentration from a laboratory-certified well water sample shall be submitted with building permit application or land division application.
 - iii. The applicant must provide a scientific report prepared and stamped by a hydrogeologist documenting and providing evidence that there will not be further salt water intrusion as a result of the proposed withdrawal.²⁰ The administrator

²⁰ This requirement is based on the Washington State Department of Ecology's salt water intrusion policy. See Emily B. Tibbott, *Seawater Intrusion Control in Coastal Washington: Department of Ecology Policy and Practice* p. 21 (United States Environmental Protection Agency Region 10, Office of Ground Water: Aug. 1992, EPA 910/9-92-023).

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may hire a hydrogeologist to review the report, its data, and methodology.

iv. If the sample does not meet the U.S. Environmental Protection Agency secondary standard for chloride (250 mg/l) under the National Secondary Drinking Water Regulations, then it cannot be used as a water source for a land division or a building permit other than a single-family home on an individual lot.

v. If the sample does not meet the U.S. Environmental Protection Agency secondary standard for chloride (250 mg/L) under the National Secondary Drinking Water Regulations, then it may be used as water source for a building permit on an individual lot only if the following requirements are met:

a. The applicant obtains a variance from WAC Title 173 standards granted by Ecology per WAC 173-160-106 for a new groundwater well; or for an existing groundwater well not subject to an Ecology variance, applicant must provide a hydrogeologic assessment as part of an aquifer recharge area report, which shall be transmitted to Ecology for review, demonstrating that use of the well does not cause any detrimental interference with existing water rights and is not detrimental to the public interest;

b. The property owner shall record a restrictive covenant that indicates a chloride reading exceeded the U.S. Environmental Protection Agency secondary standard for chloride (250 mg/l) under the National Secondary Drinking Water Regulations.

c. A source-totalizing meter shall be installed and reported to the Administrator annually.

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- d. The well water shall be tested for its chloride concentration each year, with the results reported to the Administrator annually.
2. If a DOH-approved public water system is not available, a qualifying alternative system that meets the requirements of the DOH and the Department of Ecology may be used as proof of potable water.

The County should establish a program to monitor the results of the initial chloride concentration tests, the annual chloride concentration tests, and the volumes of water pumped. The county should compare the volumes pumped with recharge estimates. Based on this and other available data, the County should periodically review and update its regulations to prevent increases in salt water intrusion.

Comments on Article IV. Frequently Flooded Areas

Address sea level rise and increased coastal erosion in the frequently flooded area regulations

RCW 36.70A.170(1)(d) and RCW 36.70A.030(5) provide that each county and each city “shall designate where appropriate: ... Critical areas” including frequently flooded areas and geologically hazardous areas. RCW 36.70A.060(2) provides that “[e]ach county and city shall adopt development regulations that protect critical areas that are required to be designated under RCW 36.70A.170.”

Sea level rise is a real problem that is happening now. Sea level is rising and floods and erosion are increasing. In 2012 the National Research Council concluded that global sea level had risen by about seven inches in the 20th Century and would likely rise by 24 inches on the Washington coast by 2100.²¹ NOAA has documented that sea level rise could be as high as two meters, six and half feet, by 2100.²² The general extent of the two to six and a half feet of sea level rise currently projected for coastal waters can be seen on the NOAA Office for Coastal Management Digitalcoast Sea Level Rise Viewer available at: <https://coast.noaa.gov/digitalcoast/tools/slr.html>

Some Washington State local governments are already address sea level rise. While these efforts are helpful, more comprehensive approaches are needed due to the adverse effects of

²¹ National Research Council, *Sea-Level Rise for the Coasts of California, Oregon, and Washington: Past, Present, and Future* p. 23, p. 156, p. 96, p. 102 (2012) accessed on Sept. 21, 2017 at: <https://www.nap.edu/download/13389>.

²² NOAA Office for Coastal Management, *Frequent Questions Digital Coast Sea Level Rise and Coastal Flooding Impacts Viewer* p. 8 of 14 (Dec. 2015) accessed on Sept. 21, 2017 at: <https://coast.noaa.gov/data/digitalcoast/pdf/slr-faq.pdf>.

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sea level rise on the state's shorelines. Two to six and a half feet of sea level rise will substantially increase flooding. As Ecology writes, "[s]ea level rise and storm surge[s] will increase the frequency and severity of flooding, erosion, and seawater intrusion—thus increasing risks to vulnerable communities, infrastructure, and coastal ecosystems."²³ Not only our marine shorelines will be impacted, as Ecology writes "[m]ore frequent extreme storms are likely to cause river and coastal flooding, leading to increased injuries and loss of life."²⁴

A peer-reviewed scientific study ranked Washington State 14th in terms of the number of people living on land less than one meter above local Mean High Water compared to the 23 contiguous coastal states and the District of Columbia.²⁵ This amounted to a projected 18,269 people in 2010.²⁶ One meter, 3.28 feet, is within the projected sea level rise estimates of three to four feet or more for the end of this century.²⁷ Zillow recently estimated that 31,235 homes in Washington State may be underwater by 2100, 1.32 percent of the state's total housing stock. The value of the submerged homes is an estimated \$13.7 billion.²⁸ Zillow wrote:

It's important to note that 2100 is a long way off, and it's certainly possible that communities [may] take steps to mitigate these risks. Then again, given the enduring popularity of living near the sea despite its many dangers and drawbacks, it may be that even more homes will be located closer to the water in a century's time, and these estimates could turn out to be very conservative. Either way, left unchecked, it is clear the threats posed by climate change and rising sea levels have the potential to destroy housing values on an enormous scale.²⁹

Sea level rise will have an impact beyond rising seas, floods, and storm surges. The National Research Council wrote that:

Rising sea levels and increasing wave heights will exacerbate coastal erosion and shoreline retreat in all geomorphic environments along the west coast. Projections of future cliff and bluff retreat are limited by sparse data in Oregon and Washington and by a high degree of geomorphic variability along the

²³ State of Washington Department of Ecology, *Preparing for a Changing Climate Washington State's Integrated Climate Response Strategy* p. 90 (Publication No. 12-01-004: April 2012) accessed on Sept. 21, 2017 at: http://www.ecy.wa.gov/climatechange/ipa_responsestrategy.htm.

²⁴ *Id.* at p. 17.

²⁵ Benjamin H. Strauss, Remik Ziemlinski, Jeremy L. Weiss, and Jonathan T. Overpeck, *Tidally adjusted estimates of topographic vulnerability to sea level rise and flooding for the contiguous United States* 7 ENVIRON. RES. LETT. 014033, 4 (2012) accessed on April 4, 2017 at: <http://iopscience.iop.org/1748-9326/7/1/014033/article> This journal is peer reviewed. Environmental Research Letters "Submission requirements" webpage accessed on April 4, 2017 at: <http://iopscience.iop.org/1748-9326/page/Submission%20requirements>.

²⁶ *Id.*

²⁷ Washington State Department of Ecology, *Preparing for a Changing Climate: Washington State's Integrated Climate Response Strategy* p. 82 (Publication No. 12-01-004: April 2012).

²⁸ Krishna Rao, *Climate Change and Housing: Will a Rising Tide Sink all Homes?* ZILLOW webpage (8/2/2016) accessed on Sept. 21, 2017 at: <http://www.zillow.com/research/climate-change-underwater-homes-12890/>.

²⁹ *Id.*

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coast. Projections using only historic rates of cliff erosion predict 10–30 meters [33 to 98 feet] or more of retreat along the west coast by 2100. An increase in the rate of sea-level rise combined with larger waves could significantly increase these rates. Future retreat of beaches will depend on the rate of sea-level rise and, to a lesser extent, the amount of sediment input and loss.³⁰

A recent paper estimated that “[a]nalysis with a simple bluff erosion model suggests that predicted rates of sea-level rise have the potential to increase bluff erosion rates by up to 0.1 m/yr [meter a year] by the year 2050.”³¹ This translates to four additional inches of bluff erosion a year.

A recent peer-reviewed article estimated that at least 8,018 people in Grays Harbor County will be at risk of adverse impacts from sea level rise in 2100.³² This is the highest population at risk of any Washington or Oregon county.³³ The study authors write that “[t]hese results suggest that the absence of protective measures could lead to US population movements of a magnitude similar to the twentieth century Great Migration....”³⁴ A substantial population outmigration from Grays Harbor County would have significant adverse economic and social impacts. The time to adopt protective measures is now.

Homes built today are likely to be in use 2100. And new lots created today will be in use in 2100. This is why the Washington State Department of Ecology recommends “[l]imiting new development in highly vulnerable areas.”³⁵

So we recommend that Section 49 require that new lots and new buildings be located outside the area of likely sea level rise. We recommend the following new regulations be added to Section 49.

³⁰ National Research Council, *Sea-Level Rise for the Coasts of California, Oregon, and Washington: Past, Present, and Future* p. 135 (2012).

³¹ George M. Kaminsky, Heather M. Baron, Amanda Hacking, Diana McCandless, David S. Parks, *Mapping and Monitoring Bluff Erosion with Boat-based LIDAR and the Development of a Sediment Budget and Erosion Model for the Elwha and Dungeness Littoral Cells, Clallam County, Washington* p. 3 accessed on April 4, 2017 at: <http://www.coastalwatershedinstitute.org/Final%20Report%20Clallam%20County%20Bluffs%202014%20Final%20revised.pdf>.

³² Mathew E. Hauer, Jason M. Evans, and Deepak R. Mishra, *Millions projected to be at risk from sea-level rise in the continental United States* NATURE CLIMATE CHANGE Letters Advance Online Publication p. 3 (Published Online: 14 March 2016 | DOI: 10.1038/NCLIMATE2961) and enclosed in a separate email. Nature Climate Change is a peer-reviewed science journal. See the Author Instructions accessed on Sept. 21, 2017 at: http://mts-nclim.nature.com/cgi-bin/main.plex?form_type=display_auth_instructions enclosed with the article.

³³ Mathew E. Hauer, Jason M. Evans, and Deepak R. Mishra, *Millions projected to be at risk from sea-level rise in the continental United States* NATURE CLIMATE CHANGE Letters Advance Online Publication p. 3 (Published Online: 14 March 2016 | DOI: 10.1038/NCLIMATE2961).

³⁴ *Id.* at p. 1.

³⁵ State of Washington Department of Ecology, *Preparing for a Changing Climate Washington State's Integrated Climate Response Strategy* p. 90 (Publication No. 12-01-004: April 2012).

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- J. New lots shall be designed and located so that the buildable area is outside the area likely to be inundated by sea level rise in 2100 and outside of the area in which wetlands will likely migrate during that time.
- K. Where lots are large enough, new structures and buildings shall be located so that they are outside the area likely to be inundated by sea level rise in 2100 and outside of the area in which wetlands and aquatic vegetation will likely migrate during that time.

Comments on Article V. Geologically Hazardous Areas

Include landslide runout areas in the designation of geological hazards in Section 54.

The *Grays Harbor County 2011 – 2016 Hazard Mitigation Plan* states that “landslides happen frequently in Grays Harbor County.”³⁶ The March 22, 2014, Oso landslide “claimed the lives of 43 people, making it the deadliest landslide event in United States history. Of the approximately 10 individuals who were struck by the landslide and survived, several sustained serious injuries.”³⁷ So properly designating geologically hazardous areas is very important.

“The GMA directs counties and cities to designate critical areas. RCW 36.70A.170. RCW 36.70A.030(5) lists types of critical areas: (1) fish and wildlife habitat conservation areas, (2) wetlands, (3) frequently flooded areas, (4) critical aquifer recharge areas, and (5) geologically hazardous areas.”³⁸ “Geologically hazardous areas’ means areas that because of their susceptibility to erosion, sliding, earthquake, or other geological events, are not suited to the siting of commercial, residential, or industrial development consistent with public health or safety concerns.”³⁹ “[T]he GMA requires the county to designate and protect all critical areas within its boundaries.”⁴⁰

³⁶ *Grays Harbor County 2011 – 2016 Hazard Mitigation Plan* p. 121 accessed on Sept. 20, 2017 at: <http://www.co.grays-harbor.wa.us/Emergency%20Management/2011%20Grays%20Harbor%20Hazard%20Plan%20-%20FINAL.pdf>

³⁷ Jeffrey R. Keaton, Joseph Wartman, Scott Anderson, Jean Benoit, John deLaChapelle, Robert Gilbert, David R. Montgomery, *The 22 March 2014 Oso Landslide, Snohomish County, Washington* p. 1 (Geotechnical Extreme Events Reconnaissance (GEER): July 22, 2014). If the American territories are included, then the Oso landslide is the second deadliest landslide in American history. R.M. Iverson, D.L. George, K. Allstadt, *Landslide mobility and hazards: implications of the Oso disaster* 412 EARTH AND PLANETARY SCIENCE LETTERS 197, 198 (2015).

³⁸ *Ferry Cty. v. Concerned Friends of Ferry Cty.*, 155 Wn.2d 824, 832, 123 P.3d 102, 106 (2005).

³⁹ RCW 36.70A.030(9).

⁴⁰ *Stevens Cty. v. Futurewise*, 146 Wn. App. 493, 511, 192 P.3d 1, 10 (2008) review denied *Stevens County v. Futurewise*, 165 Wn.2d 1038, 205 P.3d 132 (2009).

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Landslides are capable of damaging commercial, residential, or industrial development at both the tops and toes slopes due to the earth sliding and other geological events.⁴¹ So the areas at the top, toe, and sides of the slope are geological hazards. Section 54 must designate them as geologically hazardous areas.

Include channel migration zones in the designation of geological hazards in Section 54.

Channel migration zones, the area in which a river will migrate in a flood plain are a type of geological hazard. Channel migration zones can lead to the “loss of life and property due to the geomorphic and ecological processes of rivers and streams as they migrate throughout their alluvial valleys”⁴² So they must be designated as geological hazards.

Adopt better protections from landside hazards for people and property. See proposed Sections 55, 56, 57.

The *Grays Harbor County 2011 – 2016 Hazard Mitigation Plan* states that “landslides happen frequently in Grays Harbor County.”⁴³ While we appreciate that the proposed critical areas update includes measures to prevent development of landslide hazards, buffers, and runoff areas they are not adequate to protect people and property from landslide hazards.

First, we recommend that the regulations require review of any landslide capable of damaging the proposed development. Proposed Section 55A provides that the “administrator may require a permit applicant to prepare a critical area report as provided in Section 18 for any use, structure, or activity not exempt under Section 13, that is proposed in a geologically hazardous area.” Landslide hazards, however, are capable of damaging property at significant distances. The 2014 Oso slide ran out for over a mile (5,500 feet) even though the slope height was 600 feet.⁴⁴ A 2006 landslide at Oso traveled over 300 feet.⁴⁵ The 2013 Ledgewood-Bonair Landslide on Whidbey Island extended approximately 300 feet into Puget Sound.⁴⁶ In a

⁴¹ Jeffrey R. Keaton, Joseph Wartman, Scott Anderson, Jean Benoit, John deLaChapelle, Robert Gilbert, David R. Montgomery, *The 22 March 2014 Oso Landslide, Snohomish County, Washington* p. 1 & p. 68 (Geotechnical Extreme Events Reconnaissance (GEER): July 22, 2014).

⁴² *Citizens Protecting Critical Areas v. Jefferson County*, WWGMHB Case No. 08-2-0029c, Final Decision and Order (Nov. 19, 2008), at 2 of 51, 2008 WL 5267906, at *1, affirmed *Olympic Stewardship Found. v. W. Washington Growth Mgmt. Hearings Bd.*, 166 Wn. App. 172, 201, 274 P.3d 1040, 1054 (2012).

⁴³ *Grays Harbor County 2011 – 2016 Hazard Mitigation Plan* p. 121.

⁴⁴ Jeffrey R. Keaton, Joseph Wartman, Scott Anderson, Jean Benoit, John deLaChapelle, Robert Gilbert, David R. Montgomery, *The 22 March 2014 Oso Landslide, Snohomish County, Washington* p. 56 & p. 144 (Geotechnical Extreme Events Reconnaissance (GEER): July 22, 2014).

⁴⁵ *Id.* at p. 1.

⁴⁶ Stephen Slaughter, Isabelle Sarikhan, Michael Polenz, and Tim Walsh, *Quick Report for the Ledgewood-Bonair Landslide, Whidbey Island, Island County, Washington* pp. 3 – 4 (Washington State Department of Natural Resources, Division of Geology and Earth Resources: March 28, 2013). Accessed on Sept. 20, 2017 at: http://www.dnr.wa.gov/publications/ger_qr_whidbey_island_landslide_2013.pdf and on the CAO on CD

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study of shallow landslides along Puget Sound from Seattle to Everett, the average runout length was 197.5 feet (60.2 m) and the maximum runout length was 771 feet (235 m).⁴⁷ So we recommend that critical areas reports be require where there are landslides with the potential to harm people and property and all of those landslide should be identified and evaluated. We recommend that proposed Section 3(L)(2)(e) be modified to read as follows with our additions underlined and our deletions struck through:

- a. Identification of any the geologically hazardous area that has the potential to damage any proposed buildings, utilities, and accesses including the type and extent of the geological hazard, and the reason the area is or is not likely to be impacted by the proposed development plan.

Second, we support the two-step process to identify geological hazards in proposed Section 55. However, for the second step, Section 55C.2.a.vii only requires the evaluation of geological hazards within 300 of the building site. As was documented above, an evaluation of landslides within 300 feet will not protect people and property. We recommend that Section 55C.2.a.vii with our additions underlined and our deletions struck through

- vii. The type and extent of geologic hazard areas that has the potential to damage any proposed buildings, utilities, and accesses. Also, identify the type and extent of, and any other critical areas, and management zones on, adjacent to, within three hundred feet of, or that are likely to impact the proposal;

Third, we recommend that that the regulations require the site-specific identification of landslide top of slope and slope faces subject to failure and sliding, toe of slope areas subject to impact from down slope run-out, and buffers for areas subject to landslide hazards. The buffers needed to protect development from these hazards should also be identified. The Joint SR 530 Landslide Commission recommends identifying “[c]ritical area buffer widths based on site specific geotechnical studies” as an “innovative development regulation[]” that counties and cities should adopt.⁴⁸ The Geotechnical Extreme Events Reconnaissance (GEER) report for the Oso tragedy shows that there are methods for determining landslide runout that would

enclosed with the paper original of this letter in the directory Data CD 2\Geo Hazards\Landslide Hazards with the filename “ger_qr_whidbey_island_landslide_2013.pdf.”

⁴⁷ Edwin L. Harp, John A. Michael, and William T. Laprade, *Shallow-Landslide Hazard Map of Seattle, Washington* p. 17 (U.S. Geological Survey Open-File Report 2006–1139: 2006) accessed on Sept. 20, 2017 at: <http://pubs.usgs.gov/of/2006/1139/> and on the CAO on CD enclosed with the paper original of letter to the in the directory Data CD 2\Geo Hazards\Landslide Hazards with the filename “of06-1139_508.pdf.”

⁴⁸ The SR 530 Landslide Commission, *Final Report* p. 31 (Dec. 15, 2014) accessed on Sept. 20, 2017 at: http://www.governor.wa.gov/sites/default/files/documents/SR530LC_Final_Report.pdf and on the CAO on CD enclosed with the paper original of the letter in the directory Data CD 2\Geo Hazards\Landslide Hazards with the filename “SR530LC_Final_Report.pdf”

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have been significantly more accurate of than our current critical areas regulations.⁴⁹
 Construction should not be allowed in these areas.

Fourth, subdivision access roads and utilities should be not included landslide hazards or their buffers. If a landslide damages a private or public access road to a subdivision, not only is the subdivision difficult to use for residential, commercial, or recreational purposes but it may no longer be possible to evacuate residents and users.

It is important to understand that homeowners insurance does not cover the damage from landslides. "Insurance coverage for landslides is uncommon. It is almost never a standard coverage, and is difficult to purchase inexpensively as a policy endorsement."⁵⁰

None of the Oso victims' homes were covered by insurance for landslide hazards.⁵¹ And that is common when homes are damaged by landslides.⁵² For example, on March 14, 2011, a landslide damaged the home of Rich and Pat Lord.⁵³ This damage required the homeowners to abandon their home on Norma Beach Road near Edmonds, Washington. Because their homeowners insurance did not cover landslides, they lost their home.⁵⁴ This loss of what may be a family's largest financial asset is common when homes are damaged or destroyed by landslides or other geological hazards.

Landslide buyouts are rare and when they occur the property owner often only recovers pennies on the dollar. The property owners bought out after the Aldercrest-Banyon landslide in Kelso, Washington destroyed their homes received 30 cents on the dollar.⁵⁵ This underlines why preventing development in geologically hazardous areas is just plain ordinary consumer protection.

⁴⁹ Jeffrey R. Keaton, Joseph Wartman, Scott Anderson, Jean Benoit, John deLaChapelle, Robert Gilbert, David R. Montgomery, *The 22 March 2014 Oso Landslide, Snohomish County, Washington* pp. 142 – 45 (Geotechnical Extreme Events Reconnaissance (GEER): July 22, 2014).

⁵⁰ Robert L. Schuster & Lynn M. Highland, *The Third Hans Cloos Lecture: Urban landslides: socioeconomic impacts and overview of mitigative strategies* 66 BULLETIN OF ENGINEERING GEOLOGY AND THE ENVIRONMENT 1, p. 22 (2007) accessed on Sept. 20, 2017 at: ftp://193.134.202.10/pub/TRAMM/Workshop_EWS/Literature/Schuster_and_Highland_2007_Bulletin_of_Engineering_Geology_and_the_Environment.pdf

⁵¹ Sanjay Bhatt, *Slide erased their homes, but maybe not their loans* *The Seattle Times* (April 2, 2014) accessed on Sept. 20, 2017 at: http://old.seattletimes.com/html/latestnews/2023278858_mudslidefinancialxml.html

⁵² *Id.*

⁵³ Ian Terry, *Abandoned and trashed after mudslide, Edmonds house now for sale* *The Herald* (Feb. 11, 2015). The house is for sale after the bank who held the Lord's mortgage took ownership of the home. *Id.* accessed on Sept. 20, 2017 at: <http://www.heraldnet.com/article/20150211/NEWS01/150219829>

⁵⁴ *Id.* at p. *6.

⁵⁵ Isabelle Sarikhan, *Sliding Thought Blog, Washington's Landslide Blog* Landslide of the Week – Aldercrest Banyon Landslide July 29, 2009 accessed on Sept. 20, 2017 at: <https://slidingthought.wordpress.com/2009/07/29/landslide-of-the-week-aldercrest-banyon-landslide/>

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Include specific measures to better protect people and property from tsunamis in Grays Harbor County.

We appreciate and support the designation of tsunami inundation zones as geological hazards. They have a very serious risk of harm to people and property. This can be seen from the 1964 tsunami which damaged bridges and buildings in many coastal areas of Grays Harbor County.⁵⁶ There was additional damage on the Washington coast from the 1964 tsunami.⁵⁷

However, we did not find any standards that apply to tsunami hazard areas. We recommend that the following standards apply to tsunami hazard areas:

- Avoid new development in tsunami hazard areas. Where a site is large enough to develop outside of a tsunami hazard, development within the tsunami hazard should be prohibited.⁵⁸ Prohibiting development in tsunami hazard areas is the safest approach.⁵⁹
- If a part of the site has a lower tsunami risk, development should be clustered on that part of the site.⁶⁰
- Where tsunami hazard areas are outside cities and limited areas of more intense rural development, zone them for low density uses such as one dwelling unit per 10 acres.⁶¹
- Where developments are allowed in tsunami hazard areas, require an evaluation to determine if a tsunami resistant structure can be required to allow residents, customers, and employees to shelter in place.⁶²
- Locate and configure new development that occurs in tsunami run-up areas to minimize future tsunami losses.⁶³
- At a minimum, require that subdivisions, commercial, and recreational uses to prepare and maintain an evacuation plan including evacuation routes and provide for warnings and training for employees, residents, and those who will use the development on when and

⁵⁶ Timothy J. Walsh, Charles G. Caruthers, Anne C. Heinritz, Edward P. Myers III, Antonio M. Baptista, Garnet B. Erdakos, Robert A. Kamphaus, *Tsunami Hazard Map of the Southern Washington Coast: Modeled Tsunami Inundation from a Cascadia Subduction Zone Earthquake* p. 8 (Washington Division of Geology and Earth Resources, Olympia, WA, Geologic Map GM-49: October 2000) (the pamphlet) and (the plate) on the CAO on CD enclosed with the paper original of this in the directory \Geo Hazards\Tsunami Hazards with the file names "gm49_pamphlet.pdf" and "gm49_plate.pdf."

⁵⁷ *Id.*

⁵⁸ *Designing for Tsunamis: Seven Principles for Planning and Designing for Tsunami Hazards* pp. 18 –19 (National Tsunami Hazard Mitigation Program & NOAA, USGS, FEMA, NSF, Alaska, California, Hawaii, Oregon, and Washington: March 2001) accessed on Sept. 20, 2017 at: <http://nws.weather.gov/nthmp/documents/designingfortsunamis.pdf> and on the CAO on CD enclosed with the paper original of this letter in Data CD 2 in the directory \Geo Hazards\Tsunami Hazards with the file name "Designing_for_Tsunamis.pdf."

⁵⁹ *Id.* at pp. 18 – 19.

⁶⁰ *Id.* at p. 19.

⁶¹ *Id.*

⁶² *Id.* at pp. 49 – 50.

⁶³ *Id.* at pp. 24 – 26.

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how to evacuate.⁶⁴ These evacuation plans should be reviewed by the county for effectiveness and consistency with the community evacuation plans.

Include specific measures to better protect people and property from earthquake hazards.

We appreciate including references to the Washington State Department of Natural Resources' Liquefaction Susceptibility and Site Class maps in the update.⁶⁵ In 2004, the Washington State Department of Natural Resources completed a set of liquefaction maps and maps identifying where the geology is likely to amplify ground shaking, referred to as "Site Class" maps. These maps represent best available science on the occurrence of these hazards which the Growth Management Act requires to the county to include in the development of critical areas regulations.

Adopting these maps and protective provisions for these areas will protect people and property from hazards resulting from earthquakes. Liquefaction occurs when earthquake shaking causes a soil to rapidly lose its strength and behave like quicksand. The soils most likely to liquefy are artificial fills and areas of loose sandy soils saturated with water. The movement of liquefied soils can rupture pipelines, move bridge abutments and roads, and damage buildings. Liquefaction has damaged many buildings during earthquakes including Alaska's Good Friday earthquake, California's Loma Prieta earthquake, and the Kobe, Japan earthquake.⁶⁶ We recommend that areas classified as having a liquefaction susceptibility of "moderate," "moderate to high," "high," and "peat deposit" be identified as geological hazards.

The Site Class Map identifies areas where the underlying geology is likely to amplify shaking on the ground surface. This is the most damaging effect of an earthquake. So, buildings constructed on areas more susceptible to strong shaking area are more likely to be damaged or destroyed in an earthquake.⁶⁷ By identifying these areas and engineering and constructing buildings to withstand this shaking, people and property will be better protected from earthquake damage. We recommend that areas classified as having a site class of "D to E," "E," and "F" be designated as geological hazards.

⁶⁴ *Id.* at pp. 49 – 50.

⁶⁵ The maps are available at the Geologic Information Portal accessed on Sept. 20, 2017 at: <http://www.dnr.wa.gov/geologyportal> or <ftp://ww4.dnr.wa.gov/geology/pubs/ofr04-20/> and on the CAO on CD enclosed with the paper original of this letter on Data CD 2 in the directory \Geo Hazards\Earthquake Hazards.

⁶⁶ Stephen P. Palmer, Sammantha L. Magsino, Eric L. Bilderback, James L. Poelstra, Derek S. Folger, and Rebecca A. Niggemann, *Liquefaction Susceptibility and Site Class Maps of Washington State, By County* p. 1 (Washington Division of Geology and Earth Resources, Open File Report 2004-20: Sept. 2004) accessed on Dec. 1, 2015 at: ftp://ww4.dnr.wa.gov/geology/pubs/ofr04-20/ofr2004-20_report.pdf and on the CAO on CD enclosed with the paper original this letter on Data CD 2 in the directory \Geo Hazards\Earthquake Hazards with the filename "ofr2004-20_report.pdf."

⁶⁷ *Id.* at pp. 2 – 3.

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Comments on Article VI. Fish and Wildlife Habitat Conservation Areas

Clarify the statement on page 69 and Section 60 and require protection for all priority species and habitats.

The Critical Area Protection Ordinance Update Draft 9/6/2017, on page 69, contains the following sentences: "Limit special studies to state and federal threatened and endangered species. Have an administrative path to require adherence to the fish and wildlife priority habitat recommendations for other habitats." Section 60A only requires critical areas reports for areas "on or adjacent to a fish and wildlife habitat conservation area for state and/or federal threatened and endangered species."

The GMA requires the designation and conservation of all habitats and species listed in WAC 265-190-130(2).⁶⁸ This regulation provides that:

(2) Fish and wildlife habitat conservation areas that must be considered for classification and designation include:

- (a) Areas where endangered, threatened, and sensitive species have a primary association;
- (b) Habitats and species of local importance, as determined locally;
- (c) Commercial and recreational shellfish areas;
- (d) Kelp and eelgrass beds; herring, smelt, and other forage fish spawning areas;
- (e) Naturally occurring ponds under twenty acres and their submerged aquatic beds that provide fish or wildlife habitat;
- (f) Waters of the state;
- (g) Lakes, ponds, streams, and rivers planted with game fish by a governmental or tribal entity; and
- (h) State natural area preserves, natural resource conservation areas, and state wildlife areas.⁶⁹

⁶⁸ *Ferry Cty. v. Concerned Friends of Ferry Cty.*, 155 Wash. 2d 824, 832 fn. 7, 123 P.3d 102, 106 fn. 7 (2005) referencing WAC 365-190-080(5) which has since been replaced by WAC 265-190-130(2). See also RCW 36.70A.170 and RCW 36.70A.060.

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All of these species and habitats must be designated and conserved. As long as the species and habitats are effectively conserved, such as requiring compliance with the State of Washington Department of Fish and Wildlife's priority species and habitat recommendations for those species and habitats that have them, then individualized studies are not required. But an individualized study is required if Fish and Wildlife have not published recommendations or if the applicant wishes to depart from those recommendations. Section 61G requires buffers for all fish and wildlife habitat conservation areas, but for those habitats and species that do not have a Department of Fish and Wildlife priority species and habitat recommendations, it is unclear how the buffers will be determined absent a critical areas report. Many buffers are wider than "adjacent" and uses that do not require a permit area capable of adversely affecting fish and wildlife habitats. So, we recommend that Section 60A be modified to read as follows with our additions underlined and our deletions struck through:

- A. The administrator shall ~~may~~ require an ~~permit~~-applicant to submit a critical area report for uses or activities within or adjacent to a fish and wildlife habitat conservation area that will affect the functions and values of a fish and wildlife habitat conservation, or are within or will affect the functions and values of a likely buffer for state and/or federal threatened and endangered species, priority species or habitats that do not have State of Washington Department of Fish and Wildlife priority species and habitat conservation recommendations, or where an applicant is proposing to modify State of Washington Department of Fish and Wildlife priority species and habitat conservation recommendations. The critical area report shall be prepared by a qualified professional who is a biologist with experience preparing reports for the relevant type of habitat. The State of Washington Department of Fish and Wildlife management recommendations for Priority Habitats and Species shall serve as the basis for critical area report.

Thank you for considering our comments. If you require additional information, please contact me at telephone 206-343-0681 Ext. 118 or email tim@futurewise.org

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Very Truly Yours,

A handwritten signature in blue ink, consisting of two stylized, overlapping 'S' or 'E' shaped loops.

Tim Trohimovich, AICP
Director of Planning & Law

Enclosures

Appendix A: WEC Checklist for Grays Harbor County Draft Critical Areas Ordinance 9/6/2017

1. General Provisions	Yes	No
1) Is there a clear statement of purpose for land use planning to protect fish and wildlife habitat (e.g., “suitable habitats to maintain native fish and wildlife species within their natural geographic distribution so that isolated subpopulations are not created”)?		No. Section 2A does include as a purpose “to identify and protect the value and function of critical areas while allowing for the reasonable use of private and public property.”
2) Is there a statement to the effect that no land use action will result in a net loss of critical area functions and that any adverse impacts resulting from a development proposal shall be fully mitigated?	Yes, see Section 23C.	
3) Are mitigation actions defined in the preferred sequence (i.e., avoid, minimize, compensate, monitor)?	Yes, see Section 20A.	
4) When mitigation is required, is a mitigation plan required that includes monitoring?	Yes, see Section 23.	
5) Is there a statement that all land uses and activities within 300 feet of Critical Areas and their associated buffers are subject to the requirements of the critical areas ordinance? For geological hazards, all areas with the potential to adversely harm the building site should be identified.	Yes for wetlands but not wetland buffers, see Section 36C.4 & 5 and yes for Fish and Wildlife Habitat Conservation Areas, see Section 60B.1.b and c.	No for other critical areas. The geologically hazardous regulations require identifying geological hazards within 300 feet, but geologically hazardous areas can damage property and kill people much farther than 300 feet from a building site. All of the houses destroyed at Oso were more than 300 feet from the foot of the landslide and so were not reviewed under Snohomish County’s critical areas regulations for geological hazards. ¹
6) Are exemptions sufficiently limited to prevent harm to critical areas?	Mostly, see Sections 13, 15, and 35A. Some of the allowed uses in wetlands in Section 35B will not	

¹ Jeffrey R. Keaton, Joseph Wartman, Scott Anderson, Jean Benoît, John deLaChapelle, Robert Gilbert, David R. Montgomery, *The 22 March 2014 Oso Landslide, Snohomish County, Washington* p. 56 (Geotechnical Extreme Events Reconnaissance (GEER): July 22, 2014) accessed on Sept. 20, 2017 at: http://www.geerassociation.org/index.php/component/geer_reports/?view=geerreports&layout=build&id=30

	protect wetland functions and values.	
7) Are allowed activities in Critical Areas or their buffers consistent with purpose to protect critical area structure and functions?	Mostly. See above.	
8) Are variances to Critical Area protection standards subject to public hearing and notice requirements?	Yes, see Section 31.	
9) If there is a "reasonable economic use" variance to avoid property takings and compensation claims, is there a public notice and hearing requirement to determine that the standard development regulations would deny all reasonable use of the property and that any variance will result in the minimum feasible impact to any critical areas?	Yes, see Section 30.	
10) Will a record of notice be placed on the title of property affected by a designated Critical Area?	Yes, see Section 28.	
11) Will boundaries of a Critical Area and its buffer be clearly marked prior to construction activities?	Yes for wetlands, see Section 26.	No for other critical areas.
12) Does the development code include enforcement provisions, including use of both civil and criminal penalties, to ensure compliance with Critical Area performance standards?	Yes, see Section 29D and Chapter 17.96 Grays Harbor County Code.	
13) Is a building setback of at least 15 feet required from the edge of any buffer?	Ten foot setbacks are required. See Section 25. This is satisfactory.	
14) Does the CAO require coordination with watershed, salmon recovery and instream flow programs?		No.
2. Fish and Wildlife Habitat Conservation Areas (FWHCA)	Yes	No
15) Are Habitat Management Plans or Mitigation Plans required when proposals have the potential to impact FWHCA functions?	Only for state and/or federal threatened and endangered species. See Section 60A.	No, for most priority species and habitats.
16) Do the regulations apply to ponds and lakes less than 20 acres?	Yes, see Section 58A.	

2. Fish and Wildlife Habitat Conservation Areas (FWHCA) (continued)	Yes	No
17) Do the regulations apply to all Waters of the State? (e.g., those waters that meet the criteria for Type 1-5 or S, F, or Np streams as set forth in WAC 222)	Yes, see Section 58A.	
18) Does the ordinance designate and protect state Priority Habitats and Species found within the local government jurisdiction, including state and federal endangered, threatened and sensitive species?	Yes, see Section 58A.	
19) Are riparian buffers required to be maintained in natural condition?	Yes, see Section 61G.	
20) Does the local government require that Washington Department of Fish and Wildlife management recommendations for Priority Habitats and Species serve as the basis for Habitat Management Plans?		No, although they are identified as best available science.
21) Do the regulations protect habitats and species of local importance and include process for designating them?	Yes, they provide some protection.	The update does not include a process for designating habitats and species of local importance. Species of local importance should either be designated or process included for designating these species.
22) Do the standard riparian buffer widths conform to Washington Department of Fish and Wildlife Priority Habitat and Species Program recommendations? ¹	The standard buffers are adequate. See Section 62A.	
23) Are FWHCA stream buffer widths measured from the outer margin of the channel migration zone when present?		No, see Section 62A.
24) Do FWHCA stream buffer widths extend to the edge of the 100-year floodplain?		No, see Section 62A.
25) Does the ordinance limit buffer averaging so that the total buffer area is no less than that contained within the standard buffer, the buffer width is not reduced by more than 25 percent of the standard buffer, and will not be less than 50 feet from the ordinary high water mark or outer margin of the channel migration zone when present?		No, see Section 62B.2.
26) Are limitations placed on stream bank stabilization?	Yes, see Section 63C.2.	

3. Wetlands	Yes	No
27) Do the regulations use the current approved U.S. Army Corps of Engineers Wetland Delineation Manual and regional supplements to delineate wetlands and their boundaries?	Yes, see "Best Available Science for Designating and Classifying Wetlands" B.1.	
28) Do the regulations adopt the Washington State Wetlands Rating System for Eastern or Western Washington as the rating system for jurisdiction wetlands?	Yes, see "Best Available Science for Designating and Classifying Wetlands" B.2.	
29) Do the standard wetland buffer widths conform to Ecology's recommendations? ²	Yes, other than the exemptions for certain small wetlands. See Section 37.	
30) Is there a provision for expanding wetland buffers when necessary to protect wetland structure and functions based on site-specific characteristics?	Yes, see Section 37.	
31) Are wetland buffers required to be maintained in natural condition?	Yes, see Section 36G.	
32) Does the ordinance limit buffer averaging so that the total buffer area is no less than that contained within the standard buffer, the buffer width is not reduced by more than 25 percent of the standard buffer, and will not be less than 50 feet from the wetland edge?	Yes, see Section 36C.2 and 3.	
33) Are replacement ratios for compensatory mitigation consistent with Ecology's recommendations? ³	Yes, see Section 38.	
34) Are there guidelines to locate wetland mitigation sites in the same sub-basin except for special situations justified by a wetland mitigation plan?	Mitigation is required to be on-site here possible except for mitigation banks. See Section 19.	
35) Can replacement ratios be increased based upon factors such as risk of failure, timing, reduced functions or code violations?		No, it does not seem to be explicitly allowed.
36) Does the ordinance designate all wetlands, regardless of size?	Yes, but certain small wetlands are exempt from the buffer and avoidance requirements, see Section 35.	
4. Geologically Hazardous Areas		
37) Are all geologically hazardous areas designated?	Yes, for most.	No. Channel migration zones are not designated as a geologically hazardous area see Section 54A.
38) Are landslide runout areas designated as		No, see Section 54.

geologically hazardous areas?		
39) Are adequate measures to protect geologically hazardous areas included?		No, see Sections 55, 56, 57.

¹ Example Code Provisions for Designating and Protecting Critical Areas. Appendix A in *Critical Areas Assistance Handbook: Protecting Critical Areas Within the Framework of the Washington Growth Management Act*. Washington State Department of Community, Trade and Economic Development. November 2003.

² Teri Granger, Tom Hruby Ph.D., Andy McMillan, Douglas Peters, Jane Rubey, Dyanne Sheldon, Stephen Stanley, & Erik Stockdale, *Wetlands in Washington State Volume 2 – Protecting and Managing Wetlands* (Ecology Publication #05-06-008: April 2005) Appendix 8-C Guidance on Widths of Buffers and Ratios for Compensatory Mitigation for Use with the Western Washington Wetland Rating System Modified to use with the 2014 Washington State Rating System for Western Washington (October 2014) accessed on Sept. 21, 2017 at: <http://www.ecy.wa.gov/programs/sea/wetlands/bas/volume2final.html> and on the CAO on CD enclosed with the paper original of this letter in Data CD 1 in the “Wetlands” directory with the filename “0506008part1.pdf.”

³ See the above report.

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LAND COMPANY

February 6, 2018

TRANSMITTED VIA FIRST-CLASS MAIL AND HAND DELIVERY

Grays Harbor County
Attn: Planning Division
100 West Broadway, Ste. 31
Montesano, WA 98563

**Re: Planning Commission Public Hearing Comment
Draft 2018 Proposed Critical Areas Protection Ordinance Update**

Dear Planning Commissioners:

I am the Founder and developer of Seabrook. Since Seabrook was first established in 2004, it has grown into a thriving year-round beach community. We currently have approximately 380 completed homes which serve not only as vacation homes and cottage rentals but as home to 105 year-round residents, including my family. In addition, we have sixteen small, locally owned shops and restaurants in our growing Town Center, with another eight new businesses set to open before end of year 2018. Over the next six years, Seabrook expects to add approximately 710 new housing units in three new divisions in order to meet increased demand for our vacation homes and cottage rental program, and we continue to acquire additional property in order to allow for future expansion. In this way, Seabrook has and will continue to serve as a major economic engine for Grays Harbor County, providing significant tax revenues as well as direct and indirect employment.

Seabrook is and has been committed a vision of responsible development that respects, protects, and celebrates the natural beauty and wonder of its coastal setting. To that end, Seabrook has worked tirelessly to further land stewardship, environmental responsibility, and to pursue sustainable development. For example, Seabrook has adopted the new urbanism concept of place-making to create a series of walkable neighborhoods centered around pedestrians and bicyclists. We use pervious pavements and repurposed natural materials for path surfaces wherever possible, and our intentionally narrow streets are designed to slow traffic as well as minimize water runoff. Our dense town footprint on a small area of land ensures the preservation of larger open spaces. Our open spaces are well-connected by miles of trails, sidewalks, and pathways, all of which are 100% open to the public for use and enjoyment. In addition, to date, we have built three public beach accesses and sixteen parks of varying sizes and uses. Perhaps most notably for purposes of critical area protection addressed by the proposed ordinance, we have designated a large coastal forest in our NW Glen oceanfront

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neighborhood as a woodland preserve in perpetuity rather than developing it with the up to nineteen lots that would otherwise have been permitted.

For all of these reasons, Seabrook desires to partner with the County to ensure that proposed 2018 updates to the Critical Areas Protection Ordinance provide required environmental protections in a manner that will still allow Seabrook to grow and thrive into the future. Our team has completed a preliminary review of the draft and has identified three primary areas of concern associated with the proposed new wetland protection provisions, each of which are briefly summarized below:

- Expansion of standard wetland buffers. The draft adopts the new Department of Ecology's wetland rating manual, with corresponding changes in minimum standard buffer widths, even where impacts are minimized. For some wetland categories, the increases are significant – from 55 to 115 feet – which would directly impact Seabrook's planned development of future Divisions 8 and 10. The charts attached at **Tab A** show the differences between current and proposed buffer widths for these future divisions. We are continuing to evaluate the impact of the increased buffer widths on our planned layouts; however, of concern, our initial review indicates that up to 25 buildable lots could be lost in these divisions due to expanded buffers.
- Use of innovative mitigation techniques and buffer averaging. The draft ordinance provides for use of innovative mitigation techniques (Section 22) as well as buffer averaging to improve wetland protection (Section 37). If the County intends to adopt the new manual's recommended buffer widths, then Seabrook would like to see the innovative technique and buffer averaging provisions in the draft expanded to specifically allow greater flexibility to the new standard wetland buffer widths for Seabrook's future divisions.
- Legal status of existing non-conforming buildings and lots. In addition to impact to future divisions, we are concerned that adoption of new standard wetland and/or stream buffer widths may also make some existing Seabrook homes legally nonconforming – this not long after many of them were constructed. Because classification of a structure as non-conforming can have adverse impacts to financing, we would like to see the County modify the definitions in the draft such that existing structures are considered conforming, as has been done in other jurisdictions. In addition, although the draft does allow for repair and maintenance of existing non-conforming structures within wetland buffer areas (Section 26), we would like to see the ordinance provide additional defined protections for these properties to guarantee our owners' right to rebuild in the event of fire or other damage.

Thank you for the opportunity to provide comments on the 2018 update to the County's Critical Areas Protection Ordinance. In light of Seabrook's unique nature, we would appreciate the opportunity for Seabrook and its consultants to discuss the proposed ordinance as it relates to the existing and planned Seabrook community directly with County staff in order to address and resolve the concerns outlined above prior to final consideration and adoption by the Grays Harbor Board of County Commissioner. Please contact me directly at (360) 276-0099, or via

email at casey@seabrookwa.com so that we can promptly arrange for this follow up discussion to occur.

Sincerely,

Casey Roloff
Founder, Seabrook Land Company



cc: Commissioner Vickie Raines, via email only: vraines@co.grays-harbor.wa.us

TAB A
DIFFERENCES BETWEEN CURRENT AND PROPOSED
BUFFER WIDTHS FOR FUTURE DIVISIONS 8 AND 10

Table 1. Summary of Wetlands in the Study Area – CURRENT CODE – MAY 23, 2017

Wetland	Area (sf/ac)	County Category ^a	Buffer Width (ft) ^b	Ecology Rating ^c	USFWS Classification ^d	HGM Classification
8 A	3,925/0.09	IV	40	IV	PFO	Depressional
8 B	2,426/0.06	III	110	III	PSS/PEM	Depressional
8 C	1,567/0.04	III	110	III	PSS/PEM	Depressional
8 D	2,919/0.07	III	110	III	PFO/PSS	Depressional/Flats
8 E	29,530/0.37	III	110	III	PSS	Riverine
8 F	53,820/1.25	III	110	III	PFO/PSS/PEM	Depressional
8 G	425/0.01	III	110	III	PSS	Depressional
8 H	190/<0.01	II	150	II	PSS/PEM	Depressional
8 EC (Elk Creek)	>200,000/4.60	I	225	I	PFO/PSS/PEM	Riverine

^a Grays Harbor County Municipal Code 18.06.135(B)(5)

^b Grays Harbor County Municipal Code 18.06.135(B)(6); Table A

^c Hruby (2014)

^d Cowardin et al. (1979).

PEM = palustrine emergent; PFO = palustrine forested; PSS = palustrine scrub shrub

sf/ac = square feet per acre

Table 2. Summary of Wetlands in the Study Area – PROPOSED CODE UPDATE NOVEMBER 3, 2017 (Table 37.1)

Wetland	Area (sf/ac)	County Category ^a	Buffer Width (ft) ^b	Ecology Rating ^c	USFWS Classification ^d	HGM Classification
8 A	3,925/0.09	IV	40	IV	PFO	Depressional
8 B	2,426/0.06	III	165	III	PSS/PEM	Depressional
8 C	1,567/0.04	III	105	III	PSS/PEM	Depressional
8 D	2,919/0.07	III	225	III	PFO/PSS	Depressional/Flats
8 E	29,530/0.37	III	225	III	PSS	Riverine
8 F	53,820/1.25	III	225	III	PFO/PSS/PEM	Depressional
8 G	425/0.01	III	165	III	PSS	Depressional
8 H	190/<0.01	II	165	II	PSS/PEM	Depressional
8 EC (Elk Creek)	>200,000/4.60	I	225	I	PFO/PSS/PEM	Riverine

^a Grays Harbor County Municipal Code Section 36

^b Grays Harbor County Municipal Code Section 36 – Table 37.1 plus mitigation measures in Table 37.2 and habitat scores

^c Hruby (2014)

^d Cowardin et al. (1979).

PEM = palustrine emergent; PFO = palustrine forested; PSS = palustrine scrub shrub

sf/ac = square feet per acre

Table 1. Summary of Wetlands in the Division 10 Study Area - CURRENT CODE – MAY 23, 2017.

Wetland	Area (sf/ac)	County Category ^a	Buffer Width (ft) ^b	Ecology Rating ^c	USFWS Classification ^d	HGM Classification
10 A	6,500+/0.15	IV	40	IV	PSS	Slope
10 B	5,800+/0.14	IV	40	IV	PSS	Slope
10 C	5,700/0.13	IV	40	IV	PFO	Slope
10 D	1,500/0.03	IV	40	IV	PFO	Slope
10 E	13,200/0.3	III	110	III	PFO	Depressional/Riverine
10 F	49,100/1.13	IV	40	IV	PFO/PSS	Slope
10 G	13,700/0.32	IV	40	IV	PFO	Slope
10 H	23,300/0.53	III	110	III	PFO	Slope
10 I (Elk Creek)	674,000/15.48 ^e	I	225	I	PFO/PSS/PEM	Riverine

^a GHCMC 18.06.135(B)(5)

^b GHCMC 18.06.135(B)(6)(Table A)

^c Hruby (2014)

^d Cowardin et al. (1979). PEM = palustrine emergent; PFO = palustrine forested; PSS = palustrine scrub shrub

^e As measured within the study area of Division 8 and 10

sf = square feet; ac = acre; ft = feet

Table 2. Summary of Wetlands in the Division 10 Study Area - PROPOSED CODE UPDATE NOVEMBER 3, 2017

Wetland	Area (sf/ac)	County Category ^a	Buffer Width (ft) ^b	Ecology Rating ^c	USFWS Classification ^d	HGM Classification
10 A	6,500+/0.15	IV	40	IV	PSS	Slope
10 B	5,800+/0.14	IV	40	IV	PSS	Slope
10 C	5,700/0.13	IV	40	IV	PFO	Slope
10 D	1,500/0.03	IV	40	IV	PFO	Slope
10 E	13,200/0.3	III	225	III	PFO	Depressional/Riverine
10 F	49,100/1.13	IV	40	IV	PFO/PSS	Slope
10 G	13,700/0.32	IV	40	IV	PFO	Slope
10 H	23,300/0.53	III	165	III	PFO	Slope
10 I (Elk Creek)	674,000/15.48 ^e	I	225	I	PFO/PSS/PEM	Riverine

^a GHCMC 18.06.135(B)(5)

^b Grays Harbor County Municipal Code Section 36– Table 37.1 plus mitigation measures in Table 37.2; If Table 37.2 is not implemented, then buffers get wider as in Table 37.3 of the code.

^c Hruby (2014)

^d Cowardin et al. (1979). PEM = palustrine emergent; PFO = palustrine forested; PSS = palustrine scrub shrub

^e As measured within the study area of Division 8 and 10

sf = square feet; ac = acre; ft = feet

Date: 1/1/2017

Category I: Estuarine	150 (buffer width not based on habitat scores)			
Category II: Based on score	75	105	165	225
Category II: Interdunal Wetlands	110		165	225
Category II: Estuarine	110 (buffer width not based on habitat scores)			
Category III (all)	60	105	165	225
Category IV (all)	40			



October 2, 2018

TRANSMITTED VIA ELECTRONIC-MAIL AND HAND DELIVERY

Grays Harbor County
Attn: Planning Division
100 West Broadway, Ste. 31
Montesano, WA 98563

Re: Draft 2018 Critical Area Ordinance Update
Planning Commission Public Hearing Comment

Dear Planning Commissioners:

Please accept this letter on my behalf since I am unable to attend tonight's public hearing.

I'd like to share my sincere thanks to Ms. Hewitt and the entire Grays Harbor Planning Department for their continued and thorough level of responsiveness to original concerns outlined in my letter dated February 6, 2018.

We greatly appreciate the outreach efforts made with Ecology to secure updated regulatory guidance that is more suited to circumstances on the ground in Grays Harbor County and we also appreciate in engaging in affirmative outreach for impacts to Seabrook.

We look forward to strengthening our bonds with the greater community of Grays Harbor as we grow towards an even brighter future!

Respectfully submitted,

Casey Roloff
Founder, Seabrook Land Company

cc: Jane Hewitt(GHC), Sam Nielson, (Parametrix), Heather Burgess(Phillips Burgess), Julie Kelly(Seabrook), Jeff G. (Seabrook)

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September 30, 2018

Grays Harbor County Planning Division
Attn. CAO UPDATE
100 W. Broadway, Suite 31
Montesano, Washington 98563

Sent via email to: pdb@co.grays-harbor.wa.us
jhewitt@co.grays-harbor.wa.us

In Re: Comments on the Final Draft Critical Areas Protection Ordinance Update.

Dear Board and Staff:

Thank you for the opportunity to comment on the Final Draft Critical Areas Protection Ordinance Update.

FOGH is a broad-based 100% volunteer tax-exempt 501(c)(3) citizens group made up of crabbers, fishers, oyster growers and caring citizens. The mission of FOGH is to foster and promote the economic, biological, and social uniqueness of Washington's estuaries and ocean coastal environments. The goal of FOGH is to protect the natural environment, human health and safety in Grays Harbor and vicinity through science, advocacy, law, activism and empowerment.

It is our understanding that you will be receiving and/or have received comments from Tim Trohimovich, Director of Planning & Law, Futurewise and Casey Dennehy, Washington Coast Program Manager, Surfrider Foundation, we incorporate those comments by reference.

In general, FOGH supports the document as presented, but has some issues and concerns that we hope can be addressed prior to its incorporation into the ordinance. Futurewise in particular has highlighted many of our concerns and has provided detailed analysis and suggestions to remedy these issues.

Specifically, we are concerned that the proposed CAO does not adequately address sea level change. While all of the science has not been finalized, it is clear that this will be a significant challenge to the County's future planning along our Coast, the estuary and riparian shorelines. For your convenience, we attach a study entitled Projected Sea Level Rise for Washington State authored in part by Dr. Ian Miller, Washington Sea Grant. We hope that you will heed the recommendations presented by Futurewise and will review this document for further reinforcement for the need of proactive planning, both for land issues and issues of saltwater intrusion. We remind the Board that we have tangible reminders of the impacts of erosion and other hazards in the moving of the Quinault Nation Village and similar concerns for the Shoalwater Bay Tribe.

We continue to be concerned about geological hazards and incorporate our previous comments by reference.

We thank staff and the Board for their attention to this very important update. With your direction, Grays Harbor can become a leader in protecting its current and future residents by having strong, enforceable guidance on the development and stewardship of its assets.

Thank you in advance for your consideration of these comments.

Sincerely,

Arthur (R.D.) Grunbaum

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<http://fogh.org> rd@fogh.org 501(c)(3) tax-deductible



CRITICAL AREAS CHECKLIST

A Technical Assistance Tool From Growth Management Services – updated June 2017

Name of city or county: Grays Harbor County	
Staff contact, phone, and e-mail address Jane W. Hewitt 360-249-4222 x 1684 jhewitt@co.grays-harbor.wa.us	
<p>INSTRUCTIONS</p> <p>This checklist is intended to help local governments update their development regulations, as required by RCW 36.70A.130(4) (updated in 2012). We strongly encourage but do not require jurisdictions to complete the checklist and return it to Growth Management Services (GMS), along with their updates. This checklist may be used by all jurisdictions, including those local governments planning for resource lands and critical areas only. For general information on update requirements, refer to Keeping your Comprehensive Plan and Development Regulations Current: A Guide to the Periodic Update Process under the Growth Management Act, August, 2016 and WAC 365-196-610 (updated in 2015)</p> <p>Bold items are a GMA requirement or may be related requirements of other state or federal laws.</p> <p>Commerce WAC provisions are advisory under Commerce’s statutory mandate to provide technical assistance, RCW 43.330.120 which states that the Department of Commerce “...shall help local officials interpret and implement the different requirements of the act through workshops, model ordinances, and information materials.” <u>Bold and underlined</u> items are links to Internet sites and may include best practices or other ideas to consider. If you have questions, call GMS at (360) 725-3066.</p> <p>Updates to Commerce WAC – Revisions to the Commerce WAC relating to critical areas have been provided in a table with dates of changes on the Growth Management Act Periodic Update web site. The table can be used with this checklist to determine what changes have been made since the last update of your critical areas regulations.</p> <p>How to fill out the checklist</p> <p>Using the current version of your critical areas regulations, fill out each item in the checklist. Select the check box or type in text fields, answering the following question:</p> <p>Is this item addressed in your current Critical Areas Ordinance (CAO)? If YES, fill in the form with citation(s) to where in the plan or code the item is addressed. We recommend using citations rather than page numbers because they stay the same regardless of how the document is printed. If you have questions about the requirement, follow the hyperlinks to the relevant statutory provision or rules. If you still have questions, visit the Commerce Growth Management Services Web page or contact one of the Commerce planners assigned to your region.</p>	<p>Contents</p> <p>Instructions.....1</p> <p>Overall Requirements.....2</p> <p>Wetlands.....3</p> <p>Critical Aquifer Recharge Areas.....4</p> <p>Frequently Flooded Areas.....5</p> <p>Geologically Hazardous Areas.....6</p> <p>Fish and Wildlife Habitat Conservation Areas.....7</p> <p>Anadromous Fisheries.....8</p> <p>Reason Use Exceptions.....8</p> <p>Forest Practices Regulations.....8</p> <p>Stormwater Drainage and Water Quality.....9</p> <p>Regulations for Protecting Waters of the State.....9</p> <p>Good Ideas.....10</p>

CRITICAL AREAS

Regulations protecting critical areas are required by **RCW 36.70A.060(2)** and **RCW 36.70A.172(1)** and [WAC 365-195-900](#) through 925 provide guidelines. Guidance can also be found in Commerce's [Critical Areas Assistance Handbook](#) (January, 2007, [currently being updated](#)); the Minimum Guidelines [WAC 365-190-080 – 130](#); Best Available Science, [Chapter 365-195 WAC](#); and Procedural Criteria, [WAC 365-196-485](#) and [WAC 365-196-830](#), and on Growth Management's [Critical Areas and Best Available Science](#) webpage.

Regulations required to protect critical areas	Addressed in current plan or regulations? If yes, note where
<p>OVERALL REQUIREMENTS</p> <p>The CAO includes best available science to clearly designate and protect all critical areas that might be found within the jurisdiction.</p> <p>1. Designation of Critical Areas</p> <p>RCW 36.70A.170(1)(d) required all counties and cities to designate critical areas. RCW 36.70A.170(2) requires that counties and cities consider the Commerce Minimum Guidelines pursuant to RCW 36.70A.050.</p> <p>RCW 36.70A.050 directed Commerce to adopt the Minimum Guidelines to classify critical areas. WAC 365-190-080 through 130 (updated in 2010) provide guidance on defining or “designating” each of the five critical areas.</p> <p>WAC 365-190-040 (updated in 2010) outlines the process to classify and designate natural resource lands and critical areas.</p> <p>2. Definition of Critical Areas</p> <p>RCW 36.70A.030 provides definitions for each type of critical area. Sections (5) regarding fish and wildlife habitat conservation areas; (9) regarding geologically hazardous areas; and (21) regarding wetlands were updated in 2010.</p> <p>WAC 365-190-030 (updated 2010) provides definitions in the Minimum Guidelines.</p> <p>3. Protection of Critical Areas</p> <p>RCW 36.70A.060 (2) required counties and cities to adopt development regulations that protect the critical areas required to be designated under RCW 36.70A.170.</p> <p>RCW 36.70A.172(1) requires the inclusion of best available science in developing policies and development regulations to protect the functions and values of critical areas. In addition, counties and cities must give special consideration to conservation or protection measures necessary to preserve or enhance anadromous fisheries.</p> <p>4. Inclusion of Best Available Science</p> <p>RCW 36.70A.172(1) requires inclusion of the best available science (BAS).</p> <p>Chapter 365-195 WAC outlines recommended criteria for determining which information is the BAS, for obtaining the BAS, for including BAS in policies and regulations, for addressing inadequate scientific information, and for demonstrating “special consideration” to conservation or protection measures necessary to preserve or enhance anadromous fisheries.</p> <p>WAC 365-195-915 provides criteria for including BAS in the record.</p>	<p><i>See Article I, Sections 10,11, & 12</i></p> <p><i>See Definitions, Chapter 18.06</i></p> <p>Was inclusion of BAS documented in the record for the review and any updates to the critical areas regulations?</p> <p>✓ Yes <input type="checkbox"/> No</p> <p>Location in Text: Article 1, Section 14</p>

<p>WETLANDS DEFINITION</p> <p>The definition of wetlands is consistent with RCW 36.70A.030(21) (updated in 2012).</p>	<p>Is the wetland definition consistent with RCW 36.70A.030(21)?</p> <p><input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A</p> <p>Location in Text: See Definitions, Chapter 18.06</p>
<p>WETLANDS DELINEATION</p> <p>Wetlands are delineated using the 1987 Federal Wetland Delineation Manual and Regional Supplements in accordance with WAC 173-22-035 (updated in 2011).</p> <p>See Ecology's Wetland Delineation page and WAC 365-190-090 (updated in 2010) for additional assistance.</p>	<p>Are wetlands delineated using the 1987 Federal Wetland Delineation Manual and Regional Supplements?</p> <p><input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A</p> <p>Location in Text: Article II, Section 34</p>
<p>WETLANDS PROTECTION</p> <p>Policies and regulations protect the functions and values of wetlands. RCW 36.70A.172(1) Counties and cities are encouraged to make their actions consistent with the intent and goals of "protection of wetlands", Executive Order 89-10 as it existed on September 1, 1990.</p> <p>WAC 365-190-090(3) recommends using a wetlands rating system that evaluates the existing wetland functions and values to determine what functions must be protected. Ecology updated its recommended wetlands rating systems effective January 2015. For information on the rating system, see:</p> <ul style="list-style-type: none"> • 2014 Updates to the Washington State Wetland Rating Systems • Washington State Wetland Rating System for Western Washington • Washington State Wetland Rating System for Eastern Washington <p>For other resources and guidance on protecting wetlands, go to Ecology's Local wetland regulations: Growth Management Act technical assistance.</p>	<p>Do the regulations use a rating system to determine wetlands protection?</p> <p><input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A</p> <p>Location in Text Article II, Section 34</p>

CRITICAL AQUIFER RECHARGE AREAS

Policies and regulations protect the functions and values of critical aquifer recharge areas. RCW 36.70A.172(1).

Policies and regulations protect the quality and quantity of groundwater used for public water supplies. RCW 36.70A.070(1) and [WAC 365-196-485\(1\)\(d\)](#). (Required if groundwater is used for potable water.)

The following references also relate to protection of groundwater resources:

RCW 90.44 – Regulation of Public Groundwaters

RCW 90.48 – Water Pollution Control (1971)

RCW 90.54 – Water Resources Act of 1971

RCW 36.36.020 - Creation of aquifer protection area (1988)

[WAC 365-190-100](#) Critical Aquifer Recharge Areas (2010)

[WAC 173-100](#) Groundwater Management Areas and Programs (1988)

[WAC 173-200](#) Water Quality Standards for Groundwaters of the State of Washington (1990)

[WAC 365-196-735](#) Consideration of state and regional planning provisions (list) (2010)

The [Critical Aquifer Recharge Areas Guidance Document](#) (2005) provides information on protecting functions and values of critical aquifer recharge areas, best available science, how to work with state and local regulations and adaptive management.

Also, consider the following:

- Prohibiting or strictly regulating hazardous uses in critical aquifer recharge areas (CARAs) and designating and protecting wellhead areas. See Ecology's guidance on [Critical Aquifer Recharge Areas](#).
- Limiting impervious surfaces to reduce stormwater runoff, as required under Phase I and II municipal stormwater permits. Ecology's Stormwater Manual for Western Washington (updated in 2012) includes low impact development (LID) related definitions, requirements, and an LID performance standard. See [Stormwater Management and Design Manuals](#) on Ecology's web page.
- See Stormwater Drainage and Water Quality on page 7 of this checklist for additional LID resources.

If groundwater is used for potable water, do regulations protect the quality and quantity of ground water?

☒ Yes

☐ No

☐ N/A

Location in text:

Article III, Section 39

Are the critical aquifer recharge regulations consistent with current mapping of these critical areas?

☒ Yes

☐ No

☐ N/A

Location in text:

Article III Section 40

FREQUENTLY FLOODED AREAS

Regulations protect the functions and values of frequently flooded areas and safeguard the public from hazards to health and safety. RCW 36.70A.172(1) [WAC 365-196-830](#) provides: "Protection" in this context means preservation of the functions and values of the natural environment, or to safeguard the public from hazards to health and safety."

[WAC 365-190-110](#) (updated in 2010) directs counties and cities to consider the following when designating and classifying frequently flooded areas:

- (a) Effects of flooding on human health and safety, and to public facilities and services;
- (b) Available documentation including federal, state, and local laws, regulations, and programs, local studies and maps, and federal flood insurance programs, including the provisions for urban growth areas in **RCW 36.70A.110**;
- (c) The future flow flood plain, defined as the channel of the stream and that portion of the adjoining flood plain that is necessary to contain and discharge the base flood flow at build out;
- (d) The potential effects of tsunamis, high tides with strong winds, sea level rise, and extreme weather events, including those potentially resulting from global climate change;
- (e) Greater surface runoff caused by increasing impervious surfaces.

Classification of and regulations for frequently flooded areas should not conflict with the [Federal Emergency Management Agency \(FEMA\)](#) requirements for the National Flood Insurance Program. See [Ecology's Floods & Floodplain Planning](#), **86.16 RCW**, [173-158 WAC](#), and **44 CFR 60**.

Communities that are located on Puget Sound or the Strait of San Juan de Fuca, or have lakes, rivers or streams that directly or indirectly drain to those water bodies, are subject to the National Flood Insurance Program Biological Opinion (BiOp) for Puget Sound (<https://www.fema.gov/media-library/assets/documents/30021>). The biological opinion required changes to the implementation of the National Flood Insurance Program in order to meet the requirements of the Endangered Species Act (ESA) in the Puget Sound watershed. FEMA Region X has developed an implementation plan that allows communities to apply the performance standards contained in the Biological Opinion by implementing: 1) a model ordinance (<https://www.fema.gov/media-library/assets/documents/85339>); 2) a programmatic Checklist (<https://www.fema.gov/media-library/assets/documents/85336>); or 3) on a permit by permit basis (<https://www.fema.gov/media-library/assets/documents/85343>) as long as it can be demonstrated that there is no adverse effect to listed species. Communities have the option of utilizing their CAOs as part of a programmatic response to address the requirements of the biological opinion. FEMA must approve a community's biological opinion compliance strategy.

Additional resources:

RCW 86.12 Flood Control by Counties

RCW 86.16 Floodplain Management

RCW 86.26 State Participation in Flood Control Maintenance

RCW 86.16.041 Floodplain Management Ordinance and Amendments

[WAC 173-158-070](#) Requirements for construction in Special Flood Hazard Areas

Are frequently flooded areas designated and regulated using FEMA and Ecology guidance?

☒ Yes

☐ No

☐ N/A

Location in Text:

Article IV, Section 44

Are you utilizing your CAO as part of a programmatic response to the BiOp?

☐ Yes

☐ No

☒ N/A

Location in Text:

<p>DEFINITION OF GEOLOGICALLY HAZARDOUS AREAS</p> <p>The definition of geologically hazardous areas is consistent with RCW 36.70A.030(9) (updated 2012).</p> <p>"Geologically hazardous areas" means areas that because of their susceptibility to erosion, sliding, earthquake, or other geological events, are not suited to the siting of commercial, residential, or industrial development consistent with public health or safety concerns.</p>	<p>Is the geologically hazardous areas definition consistent with RCW 36.70A.030(9)?</p> <p><input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A</p> <p>Location in Text: See Definitions: "geologically hazardous areas" Chapter 18.02</p>
<p>PROTECTION OF GEOLOGICALLY HAZARDOUS AREAS</p> <p>Regulations protect the functions and values of frequently flooded areas and safeguard the public from hazards to health and safety. RCW 36.70A.172(1) WAC 365-196-830 (2010) provides:" "Protection" in this context means preservation of the functions and values of the natural environment, or to safeguard the public from hazards to health and safety."</p> <p>Geologically hazardous areas are designated, and their use is regulated or limited consistent with public health and safety concerns. RCW 36.70A.030(9) provides a definition (updated in 2012) and WAC 365-190-120 describes the different types of hazardous areas (2010):</p> <ul style="list-style-type: none"> • Geologically hazardous areas include: <ul style="list-style-type: none"> • seismic hazards • tsunami hazards • landslide hazards, • areas prone to erosion hazards • volcanic hazards • channel migration zones • areas subject to differential settlement from coal mines or other subterranean voids. • Critical facilities, such as hospitals and emergency response centers, hazardous materials storage, etc. should be restricted in hazard zones. <p>The Department of Natural Resource's Geologic Hazards and the Environment website includes information on earthquakes and faults, landslides, volcanoes and lahars, tsunamis, hazardous minerals, emergency preparedness and includes geologic hazard maps.</p>	<p>Are uses in geologically hazardous areas designated and regulated or limited consistent with public health and safety?</p> <p><input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A</p> <p>Location in Text: Article V, Section 53</p>

<p>DEFINITION OF FISH AND WILDLIFE HABITAT AND CONSERVATION AREAS</p> <p>The definition of fish and wildlife habitat conservation areas is consistent with RCW 36.70A.030(5) (updated 2012) and WAC 365-190-030 (updated in 2015). The definition of fish and wildlife habitat conservation areas was amended to state that they do not include: <i>“such artificial features or constructs as irrigation delivery systems, irrigation infrastructure, irrigation canals, or drainage ditches that lie within the boundaries of and are maintained by a port district or an irrigation district or company”</i>.</p>	<p>Is the FWHCA definition consistent with RCW 36.70A.030(5)?</p> <p><input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A</p> <p>Location in Text: See Definitions: Chapter 18.06</p>
<p>PROTECTION OF FISH AND WILDLIFE HABITAT AND CONSERVATION AREAS</p> <p>Policies and regulations protect the functions and values of fish and wildlife habitat conservation areas. RCW 36.70A.172(1) and RCW 36.70A.030(5) (updated 2012).</p> <p>WAC 365-190-130(4) encourages to local jurisdictions consult WDFW’s Priority Habitat and Species web site. Recent updates include:</p> <ul style="list-style-type: none"> • Priority Habitat and Species maps (updated daily) • Priority Habitats and Species List (updated June 2016) <ul style="list-style-type: none"> • Mazama Pocket Gopher (2011, 2016) • Great Blue Heron (2012) • Western Gray Squirrel (2010) • Water Crossing Design Guidelines (2013) • Stream Habitat Restoration Guidelines (2012) • Shrub-Steppe (2011) • Land Use Planning for Salmon, Steelhead and Trout (2011) • Landscape Planning for Washington’s Wildlife (2009) • Aquatic Habitat Guidelines (2010, 2010, 2014) • Riparian Management recommendations (expected September 2017) <p>Areas “with a primary association with listed species” should be considered per WAC 365-190-130(2)(a). Recent uplistings and delistings are:</p> <ul style="list-style-type: none"> • Uplisting of marbled murrelet to State Endangered – February 4, 2017 • Uplisting of Canada lynx to State Endangered – February 4, 2017 • Peregrine falcon delisted from State Sensitive – February 4, 2017 <ul style="list-style-type: none"> a. The peregrine will remain classified as “protected wildlife” under state law (WAC 232-12-011) and will continue to be protected under the federal Migratory Bird Treaty Act. • Bald Eagle delisted from State Sensitive - February 4, 2017 <ul style="list-style-type: none"> a. 2011: Downlisted from State Threatened to Sensitive (this ended the requirement to develop Bald Eagle Protection Plans per WAC 232-12-292—a change which many CAOs still don’t reflect). b. 2007: Delisted from federal Threatened (but still covered by the federal Bald and Golden Eagle Protection Act) 	<p>Have you reviewed your regulations regarding any applicable changes in management recommendations for priority habitats and species?</p> <p><input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A</p> <p>Location in Text Article VI Sections 57, 58</p> <p>Have you reviewed your regulations regarding any changes in species listings?</p> <p><input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A</p> <p>Location in Text Section 58</p>

<p>Also refer to Ecology's Watershed (WRIA) Plans.</p> <p>ANADROMOUS FISHERIES</p> <p>Policies and regulations for protecting critical areas give special consideration to conservation or protection measures necessary to preserve or enhance anadromous fisheries. RCW 36.70A.172(1) is the requirement and WAC 365-195-925 (updated in 2000) lists criteria involved. This requirement applies to all five types of critical areas.</p> <p>WAC 365-190-130(4)(i) recommends sources and methods for protecting fish and wildlife habitat conservation areas, including salmonid habitat. Counties and cities may use information prepared by the United States Department of the Interior Fish and Wildlife Service, National Marine Fisheries Service, the Washington State Department of Fish and Wildlife, the State Recreation and Conservation Office, and the Puget Sound Partnership to designate, protect and restore salmonid habitat. Counties and cities should consider recommendations found in the regional and watershed specific salmon recovery plans (see the Governor's Salmon Recovery Office webpage and the Puget Sound Partnership's Salmon Recovery webpage).</p> <p>Land Use Planning for Salmon, Steelhead and Trout: A land use planner's guide to salmonid habitat protection and recovery (October 2009) is an excellent resource.</p> <p>The Washington State Recreation and Conservation Office (RCO) website includes information on salmon recovery efforts.</p>	<p>Do your regulations give special consideration for anadromous fisheries?</p> <p><input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A</p> <p>Location in Text: Section 14 Section 31 Section 61</p>
<p>REASONABLE USE EXCEPTIONS</p> <p>The Critical Areas Ordinance (CAO) allows for "reasonable use" if the CAO would otherwise deny all reasonable use of property. Reasonable use provisions should limit intrusions into critical areas to the greatest extent possible. RCW 36.70A.370 (1991). Common exemptions include emergencies, remodels that do not further extend into critical areas, surveying, walking, and development that has already been completed with critical areas review under a previous permit. See Critical Areas Assistance Handbook, p. 37-38.</p>	<p>Do you have reasonable use provisions?</p> <p><input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>Location in Text: Section 30</p>
<p>AGRICULTURAL ACTIVITIES NOT UNDER VSP (COUNTIES ONLY)</p> <p>Critical areas regulations as they specifically apply to agricultural activities in counties or watersheds <u>not</u> participating in the Voluntary Stewardship Program (VSP) have been reviewed, and if needed, revised pursuant to RCW 36.70A.130. RCW 36.70A.710(6)</p> <p>"Agricultural activities" means all agricultural uses and practices as defined in RCW 90.58.065.</p>	<p>Did you review your regulations as they apply to agricultural activities?</p> <p><input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A</p>
<p>FOREST PRACTICES APPLICATION REGULATIONS</p> <p>If applicable, regulations for forest practices have been adopted: RCW 36.70A.570 (adopted in 2007).</p> <p>RCW 76.09.240, amended in 2011, requires many counties over 100,000 in population, and the cities and towns within those counties to adopt regulations for forest practices. These are often included in clearing and grading ordinances.</p>	<p>Have you adopted forest practices regulations?</p> <p><input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A <input type="checkbox"/> Location in Text:</p>

<p>STORMWATER DRAINAGE AND WATER QUALITY</p> <p>Regulations protect water quality and implement actions to mitigate or cleanse drainage, flooding, and storm water run-off that pollute waters of the state, including Puget Sound or waters entering Puget Sound. RCW 36.70A.070(1)</p> <p>Regulations may include :</p> <ol style="list-style-type: none"> Adoption of a stormwater manual consistent with Ecology's latest manuals for Eastern or Western Washington. Adoption of a clearing and grading ordinance – See Municipal Research and Services Center's Erosion and Sediment Control: Land Clearing and Grading webpage. Adoption of a low impact development (LID) ordinance. Available LID resources include: <ul style="list-style-type: none"> Ecology's Stormwater Manual for Western Washington (updated in 2012) includes low impact development (LID) related definitions, requirements, and an LID performance standard. See Stormwater Management and Design Manuals on Ecology's web page. Puget Sound Partnership resource for Information on integrating LID into local codes, July 2012. Ecology's Stormwater Manual webpage has a number of manuals for stormwater management and design, including low impact development. Washington Stormwater Center webpage: http://www.wastormwatercenter.org/low-impact/ includes additional suggestions and resources. Provisions for corrective action for failing septic systems that pollute waters of the state. RCW 36.70A.070(1) 	<p>Do you have regulations that protect water quality?</p> <p><input checked="" type="checkbox"/> Yes</p> <p><input type="checkbox"/> No</p> <p>Location in Text Sections 15, 29, 59</p> <p>If required, have you incorporated low impact development standards into your regulations?</p> <p><input type="checkbox"/> Yes</p> <p><input type="checkbox"/> No</p> <p><input checked="" type="checkbox"/> N/A</p> <p>Location in text:</p>
<p>REGULATIONS FOR PROTECTING WATERS OF THE STATE</p> <p>RCW 90.48.020 defines waters of the state. WAC 365-190-130(2) (updated in 2010) – recommends considering designation of all waters of the state, including naturally occurring ponds under 20 acres and their submerged aquatic beds that provide fish or wildlife habitat.</p> <p>Stream types are classified in WAC 222-16-030 (updated in 2006); with field verification, or an alternate system that considers factors listed in WAC 365-190-130(4)(f)(iii) (updated 2010). See http://www.dnr.wa.gov/forest-practices-water-typing to use Washington State Department of Natural Resources (DNR)'s stream typing system.</p> <p>Protect waters of the state by protecting riparian areas by establishing buffers to maintain no net loss of riparian ecosystem functions.</p> <p>Designating areas that risk contaminating or harming shoreline resources including tidelands and bedland suitable for shellfish harvest, kelp and eelgrass beds, forage fish spawning areas.</p>	<p>Do your regulations protect waters of the state?</p> <p><input checked="" type="checkbox"/> Yes</p> <p><input type="checkbox"/> No</p> <p><input type="checkbox"/> N/A</p> <p>Location in Text</p> <p>Article VI, Section 57</p>

GOOD IDEAS

Non-regulatory measures to protect or enhance functions and values of critical areas may be used to complement regulatory methods. These may include:

- public education
- stewardship programs
- pursuing grant opportunities
- water conservation
- joint planning with other jurisdictions and non-profit organizations
- stream and wetland restoration activities
- transfer of development rights

No net loss of critical area functions and values is a recommended approach for development regulations in [WAC 365-196-830\(4\)](#). If development regulations allow harm to critical areas, they should require compensatory mitigation of the harm.

Monitoring and adaptive management is encouraged in [WAC 365-195-905\(6\)](#) to improve implementation of your regulations. Commerce will have a Monitoring chapter in the update to the Critical Areas Assistance Handbook. A draft for public review was made available in June 2017. Go to the project web page at [Commerce Update to Critical Areas Guidance](#) to view the draft chapter.

Are you using non-regulatory measures to protect critical areas?

☒ Yes

☐ No

Location in Text:

***Voluntary
Stewardship Program
- not in this document***

Do your regulations address no net loss and require compensatory mitigation?

☒ Yes

☐ No

Location in Text:

Sections 19, 23, 34, 61

Do you have a monitoring and adaptive management program for your CAO?

☒ Yes

☐ No

Location in Text:

Section 2



816 Second Ave, Suite 200, Seattle, WA 98104
 p. (206) 343-0681
futurewise.org

October 2, 2018

Grays Harbor County Planning Division
 Attn. CAO UPDATE
 100 W. Broadway, Suite 31
 Montesano, Washington 98563

Dear Madams and Sirs:

Subject: Comments on the Final Draft Critical Areas Protection Ordinance Update.

Sent via U.S. mail and email to: jhewitt@co.grays-harbor.wa.us

Thank you for the opportunity to comment on the Final Draft Critical Areas Protection Ordinance Update. Futurewise strongly supports the update. The update is clearly written and contains many helpful protections for water quality, people, property, and the environment. We also have some suggestions for improving the update discussed below.

Futurewise works throughout Washington State to support land-use policies that encourage healthy, equitable and opportunity-rich communities, and that protect our most valuable farmlands, forests, and water resources. Futurewise has supporters throughout Washington State including Grays Harbor County.

Provisions We Particularly Support

The Critical Area Protection Ordinance Update has many excellent provisions. We could include a long list of the provisions we support, but we want to highlight a few:

- The Section 20 Mitigation Sequencing provisions on page 12. Replacing lost critical areas can be expensive. Avoiding and minimizing impacts can save applicants time and money.
- Including as a criterion for reasonable use exemptions that granting the exception will not create hazards for the occupants or users of the use or activity or nearby properties. See Section 30 on pages 20 through 22. This criterion will protect people and property from damage by natural hazards.
- We strongly support the proposed wetland buffers in Section 36. The proposed buffers are consistent with current scientific recommendations.¹
- Section 54C.1.a requires the identification of any geologically hazardous area that has a potential to damage any proposed buildings, utilities, or accesses. This is important because landslides and some other geologically hazardous areas can harm people and property at a significant distance.

¹ Teri Granger, Tom Hruby Ph.D., Andy McMillan, Douglas Peters, Jane Rubey, Dyanne Sheldon, Stephen Stanley, & Erik Stockdale, *Wetlands in Washington State Volume 2 – Protecting and Managing Wetlands* (Ecology Publication #05-06-008: April 2005) Appendix 8-C Guidance on Widths of Buffers and Ratios for Compensatory Mitigation for Use with the Western Washington Wetland Rating System (July 2018 Modified Habitat Score Ranges) accessed on Sept. 26, 2018 at: <https://fortress.wa.gov/ecy/publications/summarypages/0506008.html>.

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Recent research shows that long runout landslides are more common than had been realized.² This research documents that over the past 2000 years, the average landslide frequency of long runout landslides in the area near the Oso landslide is one landslide every 140 years.³ The landslides ran out from 787 feet to the 2,000 feet of the 2014 landslide.⁴ So it is important to consider geological hazards that can harm people and property as this provision does. We strongly support Section 54C.1.a.

- We strongly support the improvements to Section 54, 55, and 56 to protect people and property from geological hazards. This will help reduce risks to people and property in new developments. However, the 40-foot-wide landslide hazard buffers in proposed Section 56C.1 are not adequate to protect people and property from landslides. Please see page 16 of this letter for our recommendations to address this problem.
- The standards for tsunami hazard areas in Section 56D. These provisions will help reduce risks from tsunamis for new development.

Summary of Recommendations

We do have some recommendations to improve the Critical Area Protection Ordinance Update. These recommendations are:

- We recommend that the standards for marking buffers in Section 26 also apply to fish and wildlife habitat buffers and landslide buffers. This will better protect the buffers long-term and the fish and wildlife habitats and people and property the buffers protect. Please see page 4 of this letter for our specific recommendations.
- The aquifer recharge areas regulations in Article III should designate and protect all known aquifers used for wells in addition to wellhead protection areas and permeable soils. These aquifers provide important water sources for homes and businesses and should be protected. Please see page 5 of this letter for our specific recommendations.
- Amend proposed Section 42 to protect aquifers from salt water intrusion and to protect ground water quantity, quality, and senior water rights holders. Again, these aquifers are important water sources for homes and businesses and should be protected from contamination and overuse. Please see page 6 of this letter for our specific recommendations.

² Sean R. LaHusen, Alison R. Duvall, Adam M. Booth, and David R. Montgomery, *Surface roughness dating of long-runout landslides near Oso, Washington (USA), reveals persistent postglacial hillslope instability* GEOLOGY pp. *2 – 3, published online on 22 December 2015 as doi:10.1130/G37267.1; Geological Society of America (GSA) Data Repository 2016029, *Data repository for: Surface roughness dating of long-runout landslides near Oso, WA reveals persistent postglacial hillslope instability* p. 4 both enclosed with Futurewise's February 2, 2018, letter to the Grays Harbor County Planning Division in a separate email. Geology is a peer-reviewed scientific journal. Geology – Prep webpage accessed on Feb. 1, 2018 at: <http://www.geosociety.org/GSA/Publications/Journals/Geology/GSA/Pubs/geology/home.aspx#overview> and

enclosed with the paper original of Futurewise's February 2, 2018, letter to the Grays Harbor County Planning Division.

³ Sean R. LaHusen, Alison R. Duvall, Adam M. Booth, and David R. Montgomery, *Surface roughness dating of long-runout landslides near Oso, Washington (USA), reveals persistent postglacial hillslope instability* GEOLOGY p. *2, published online on 22 December 2015 as doi:10.1130/G37267.1.

⁴ Geological Society of America (GSA) Data Repository 2016029, *Data repository for: Surface roughness dating of long-runout landslides near Oso, WA reveals persistent postglacial hillslope instability* p. 4.

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- Amend Section 48 to require the protection of new development from sea level rise. Sea level rise is increasing the potential for flood damage. Please see page 10 of this letter for our specific recommendations.
- Include landslide runout areas in the designation of geological hazards in Section 53. Landslide runouts are deadly and damage homes.⁵ Designating these areas as landslide hazards will help protect people and property. Please see page **Error! Bookmark not defined.** of this letter for our specific recommendations.
- Require identification of and mitigation for coastal erosion hazards and river and stream bank erosion in Sections 55 and 56. This will help protect new development from coastal and river and stream erosion. Please see page 10 of this letter for our specific recommendations.
- The 40-foot-wide landslide hazard buffers in proposed Section 56C.1 are not adequate to protect people and property from landslides. We recommend setting landslide buffers based on the specific characteristics of the landslide hazard area. Please see page 16 of this letter for our specific recommendations.
- Earthquakes can also cause significant damage, particularly in areas where the geology and soils focus earthquake energy or where soils liquify or weaken during earthquakes. Twelve percent of the buildings in unincorporated Grays Harbor County are estimated to be built on soils with a moderate-high risk of liquefaction.⁶ More precisely designating these areas and adopting regulations to protect buildings sited in these areas can protect people and property. Please see page 16 of this letter for our specific recommendations.
- We recommend the update reference the most recent edition of priority habitats and species list and the Washington State Department of Fish and Wildlife priority habitats and species management recommendations. This will make it easier to keep the Critical Area Protection Ordinance up to date. Please see page 20 of this letter for our specific recommendations.
- Section 57A.3 designates habitats of local importance as fish and wildlife habitat conservation areas which we support. But the habitats are not identified and a process is not included to designate them. The update should either identify habitats of local importance or include a process for designating them in Section 57. Please see page 20 of this letter for our specific recommendations.

Comments on Article II. General Requirements

Under Section 15D5 on page 7, the first subsection starts with “d,” it appears it should start at “a.”

⁵ State of Washington Department of Natural Resources, *Significant Deep-Seated Landslides in Washington State – 1984 to 2014* p. 1 of 5 (2/10/2015) accessed on Sept. 26, 2018 at: https://www.dnr.wa.gov/publications/ger_list_large_landslides.pdf?npckb23 and enclosed with the paper original of Futurewise’s February 2, 2018, letter to the Grays Harbor County Planning Division.

⁶ FEMA, *Risk Report (DRAFT) For Grays Harbor County including the Cities of Aberdeen, Cosmopolis, Hoquiam, Ocean Shores, Westport, Montesano, McCleary, Elma, and Oakville* p. 11 (Oct. 9, 2014) accessed on Sept. 26, 2018 at: http://www.starr-team.com/starr/RegionalWorkspaces/RegionX/Documents/GH_Coastal_Study/DRAFT_GraysHarbor_Risk_Report_Draft_10092014.pdf and enclosed with the paper original of Futurewise’s February 2, 2018, letter to the Grays Harbor County Planning Division.

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Require wider setbacks between development and critical areas in areas subject to wildfire danger. Please see Section 25 page 16

While Grays Harbor has not experienced a significant wildfire in recent years, from 2004 – 2013, Grays Harbor County “has experienced in excess of 242 wildfires, burning a total of 285 acres.”⁷ Unfortunately, global warming is projected to continue to dry fuels in forests in the Western United States, increasing the potential for wildfires.⁸ An increase in the potential for wildfire is projected for Grays Harbor County.⁹

Setbacks from critical areas buffers provide an area in which buildings can be repaired and maintained without having to intrude in the buffer. It also allows for the creation of a Home Ignition Zone that can protect buildings from wildfires and allow firefighters to attempt to save the buildings during a wildfire. Since a 30-foot-wide Home Ignition Zone is important to protect buildings,¹⁰ we recommend that Section 25 require a setback at least 30 feet wide be required adjacent to critical area buffers and critical area buffers in areas in areas subject to wildfire risk. Combustible structures, such as decks, should not be allowed within this setback to protect the building from wildfires.

Apply the standards for critical area markers, signs, and fencing to fish and wildlife habitat buffers and landslide hazard buffers. Please see Section 26 pages 16 and 17

We strongly support Section 26 which requires critical areas buffers, signs, and fencing to protect wetland buffers. Peer-reviewed studies show that buffers which are marked and fenced are less likely to be cleared or otherwise damaged.¹¹ Those same considerations apply to fish and wildlife habitat buffers and landslide hazard buffers. We recommend that Section 26 also apply to fish and wildlife habitat buffers and landslide buffers.

⁷ Grays Harbor County 2018 Multi-Jurisdiction Hazard Mitigation Plan Update Volume 1: Planning-Area-Wide Elements Final pp. 14-8 – 14-9 (July 2018) accessed on Sept. 26, 2018 at: http://www.co.grays-harbor.wa.us/departments/emergency_management/Hazard_Mitigation_Planning.php and enclosed with the paper original of this letter.

⁸ John T. Abatzoglou and A. Park Williams, *Impact of anthropogenic climate change on wildfire across western US forests* 113 PNAS (PROCEEDINGS OF THE NATIONAL ACADEMY OF SCIENCES OF THE UNITED STATES OF AMERICA) 11770 p. 11771 & p. 11773 (Oct. 18, 2016) accessed on Sept. 26, 2018 at: <http://www.pnas.org/content/113/42/11770>. PNAS is a peer-reviewed scientific journal. See the PNAS “For Reviewers” webpage accessed on Sept. 26, 2018 at: <http://www.pnas.org/page/authors/reviewers>.

⁹ *Id.*

¹⁰ Nation Fire Protection Association “preparing homes for wildfire” webpage accessed on Sept. 26, 2018 at: <https://www.nfpa.org/Public-Education/By-topic/Wildfire/Preparing-homes-for-wildfire>

¹¹ Thurston Regional Planning Council, Tracking Developments on Streams and Wetlands and 69 (Nov. 2001) accessed on Sept. 26, 2018 at: <http://www.trpc.org/ArchiveCenter/ViewFile/Item/69> and on the CAO on CD enclosed with the paper original of Futurewise’s letter to Grays Harbor County Department of Public Services (Sept. 21, 2017) in Data CD 1 in the “Wetlands” directory with the filename “tracking_developments_nov_2001.pdf.”

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Comments on Article II. Wetlands

While this article is labeled as article II, the “General Requirements” are also labeled as article II. We recommend that the articles following the first article II, and the following articles, be renumbered.

Clarify the buffers in Table 37.3. Please see Section 36 on pages 36

The category I forested wetlands retain a 140-foot buffer for wetlands that formerly had a habitat score of 5. For other wetlands, that buffer category was deleted. While we do not oppose including this buffer, it appears to be an artifact and perhaps should be deleted.

Comments on Article III. Critical Aquifer Recharge Areas

The aquifer recharge areas regulations in Article III should designate and protect all known aquifers used for wells in addition to wellhead protection areas and permeable soils.

The Growth Management Act requires all counties and cities to designate and protect the ground water-based drinking water sources on which many Grays Harbor County residents and businesses depend.¹² The screen shots from the State of Washington Department of Ecology’s Water Resources Explorer (included with the paper original of Futurewise’s February 2, 2018, letter to the Grays Harbor County Planning Division) show ground water collectors and wells in Grays Harbor County. Many of the wells are concentrated in the County’s alluvial valleys. So, the ground water in these areas is used for public potable water supplies and needs to be designated and protected as aquifer recharge areas.

Local regulations are needed to protect the aquifers. As the State of Washington Department of Ecology recommends:

Federal and state laws and rules do not replace local planning, ordinances, and programs. Local jurisdictions should maintain the ability to protect ground water under their own authority. Local government can focus on local conditions in a way that the state cannot.

....

Local government planning can influence the types of future developments that occur in various areas and may be able to encourage potentially contaminating facilities to locate in areas where the aquifer has a lower susceptibility if contaminants are released. In this way the potential for aquifer pollution is lowered

¹² RCW 36.70A.060(2).

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and the public is protected. Land use planning at the local level is the most effective way to influence where facilities choose to locate.¹³

So, we recommend that the aquifers that recharge the wells identified above be designated in Section 40 as Critical Aquifer Recharge Areas and be protected. The following section discusses some additional improvements to the protection requirements.

Amend proposed Section 42 to protect aquifers from salt water intrusion and to protect ground water quantity, quality, and senior water rights holders.

RCW 36.70A.060(2) requires that “[e]ach county and city shall adopt development regulations that protect critical areas that are required to be designated under RCW 36.70A.170.” This includes areas with a critical recharging effect on aquifers used for potable water.¹⁴

There is very limited water available for new uses in Grays Harbor County outside of existing water providers.¹⁵ A new right to use surface or ground water cannot be obtained to support a new development unless the request is mitigated, which often requires acquiring a senior water right.¹⁶

Ecology also writes that “[g]roundwater in some areas located near the Grays Harbor and Pacific Ocean shoreline has the potential for seawater intrusion.”¹⁷ Salt water intrusion can worsen until wells “must be abandoned due to contaminated, unusable water.”¹⁸ Salt water intrusion is often

¹³ Laurie Morgan, *Critical Aquifer Recharge Areas Guidance Document* p. 31 (Washington State Department of Ecology, Water Quality Program: January 2005 Publication Number 05-10-028) accessed on Sept. 26, 2018 at: <https://fortress.wa.gov/ecy/publications/SummaryPages/0510028.html> and included on the CAO on CD enclosed with the paper original of Futurewise’s letter to Grays Harbor County Department of Public Services (Sept. 21, 2017) on Data CD 1 in the “CARA” directory with the filename “0510028.PDF.”

¹⁴ RCW 36.70A.030(5); RCW 36.70A.170(1)(d).

¹⁵ State of Washington Department of Ecology Water Resources Program, *Focus on Water Availability Queets-Quinault Watershed, WRLA 21* p. 1 (Publication Number: 11-11-026: rev. Aug. 2012) accessed on Sept. 26, 2018 at: <https://fortress.wa.gov/ecy/publications/summarypages/1111026.html> and enclosed in a separate email to Grays Harbor County Department of Public Services on Sept. 21, 2017; State of Washington Department of Ecology Water Resources Program, *Focus on Water Availability Lower Chehalis & Upper Chehalis Watersheds, WRLAs 22 & 23* p. 1 (Publication Number: 11-11-027: rev. Nov. 2016) accessed on Sept. 26, 2018 at: <https://fortress.wa.gov/ecy/publications/summarypages/1111027.html> and enclosed in an email Grays Harbor County Department of Public Services on Sept. 21, 2017; State of Washington Department of Ecology Water Resource Program, *Focus on Water Availability Willapa Watershed, WRLA 24* pp. 1 – 2 (Publication Number: 11-11-028 rev. Aug. 2012) accessed on Sept. 26, 2018 at: <https://fortress.wa.gov/ecy/publications/summarypages/1111028.html> and enclosed in an email Grays Harbor County Department of Public Services on Sept. 21, 2017.

¹⁶ *Id.* at p. 2.

¹⁷ State of Washington Department of Ecology Water Resources Program, *Focus on Water Availability Lower Chehalis & Upper Chehalis Watersheds, WRLAs 22 & 23* p. 2 (Publication Number: 11-11-027: rev. Nov. 2016).

¹⁸ Emily B. Tibbott, *Seawater Intrusion Control in Coastal Washington: Department of Ecology Policy and Practice* p. 7 (United States Environmental Protection Agency Region 10, Office of Ground Water: Aug. 1992, EPA 910/9-92-023) accessed on Sept. 26, 2018 at: <http://nepis.epa.gov/Exe/ZyNET.exe/200060G4.TXT?ZyActionD=ZyDocument&Client=EPA&Index=1991+Thru+1994&Docs=&Query=&Time=&EndTime=&SearchMethod=1&TocRestrict=n&Toc=&TocEntry=&QField=&QFieldYear=&QFieldMonth=&QFieldDay=&IntQFieldOp=0&ExtQFieldOp=0&XmlQuery=&File=D%3A%5Czyfiles%5CIndex%20Data%5C91thru94%5CTxt%5C00000004%5C200060G4.txt&User=ANONYMOUS&Password=anonymous&SortMethod=h%7C-&MaximumDocuments=1&FuzzyDegree=0&ImageQuality=r75g8/r75g8/x150y150g16/i425&Display=p%7Cf&DefSe>

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worsened by over-pumping an aquifer.¹⁹ Sea level rise will increase salt water intrusion in Grays Harbor County.²⁰ This is why the Western Washington Growth Management Hearings Board has held that Growth Management Act requires counties to designate vulnerable seawater intrusion areas as critical aquifer recharge areas.²¹ The Board also held that counties must adopt development regulations “to protect aquifers used for potable water from further seawater degradation.”²² We use a chloride level of 100 milligrams per liter (mg/l) of well water below as a trigger for review because that level is generally used as an indicator of sea water intrusion.²³

To address the limited water availability, salt water intrusion problems, and to comply with state law, we recommend proposed the addition of the following to Section 42 with our additions underlined.

F. Access to potable water.

1. If a State of Washington Department of Health (DOH) approved public water system is available, all new lots, buildings, or uses must connect to the system. In that case, the water purveyor shall provide the applicant with a letter stating purveyor has the ability to provide water. This letter must be submitted with an application for a division of land or a building permit application.
2. If a DOH-approved public water system is not available, an applicant shall provide the following information with an application for a division of land or a building permit application:
 - i. Documentation that the source includes sufficient water to serve the proposed use and any necessary fire flows.

[ekPage=x&SearchBack=ZyActionI&Back=ZyActionS&BackDesc=Results%20page&MaximumPages=1&ZyEntry=1&SeekPage=x&ZyPURL#](#) and enclosed with the paper version of Futurewise’s February 2, 2018, letter to the Grays Harbor County Planning Division.

¹⁹ *Id.*

²⁰ *Grays Harbor County 2018 Multi-Jurisdiction Hazard Mitigation Plan Update Volume 1: Planning-Area-Wide Elements Final* p. 5-13 (July 2018).

²¹ *Olympic Environmental Council v. Jefferson County*, Western Washington Growth Management Hearings Board (WWGMHB) Case No. 01-2-0015, Final Decision and Order (Jan. 10, 2002), at *8 & *16 motion for reconsideration denied *Olympic Environmental Council v. Jefferson County*, WWGMHB Case No. 01-2-0015, Order Denying Motion for Reconsideration (Feb. 8, 2002), at *3, both orders accessed on Jan. 31, 2018 at: <http://www.gmhb.wa.gov/search/case>

²² *Olympic Environmental Council v. Jefferson County*, WWGMHB Case No. 01-2-0015, Final Decision and Order (Jan. 10, 2002), at *15.

²³ Emily B. Tibbott, *Seawater Intrusion Control in Coastal Washington: Department of Ecology Policy and Practice* p. 21 (United States Environmental Protection Agency Region 10, Office of Ground Water: Aug. 1992, EPA 910/9-92-023).

ii. Documentation that the applicant has the legal right to use the water. This requirement shall not apply to permit-exempt wells.

iii. If a permit-exempt well is proposed for the water source, the applicant shall identify all land in a common ownership currently and before any land divisions and document that the proposed use and any other uses of the land currently or formerly in a common ownership will not exceed the daily maximum withdrawal authorized by a permit-exempt well.

G. Mitigation of salt water intrusion. In addition to the requirements of Subsection 43F, the following requirements apply within areas mapped by the State of Washington Department of Ecology as susceptible to salt water intrusion or within a 100 feet of groundwater source with chloride concentrations above 100 milligrams per liter (mg/l) of water:

1. If a DOH-approved public water system is not available, the following requirements must be met in order to use a well as a water source:

i. The proposed use shall incorporate the water conservation measures from the list maintained by the administrator applicable to the proposed development.

ii. The chloride concentration from a laboratory-certified well water sample shall be submitted with building permit application or land division application.

iii. The applicant must provide a scientific report prepared and stamped by a hydrogeologist documenting and providing evidence that there will not be further salt water intrusion as a result of the proposed withdrawal.²⁴ The administrator

²⁴ This requirement is based on the Washington State Department of Ecology's salt water intrusion policy. See Emily B. Tibbott, *Seawater Intrusion Control in Coastal Washington: Department of Ecology Policy and Practice* p. 21 (United States Environmental Protection Agency Region 10, Office of Ground Water: Aug. 1992, EPA 910/9-92-023).

may hire a hydrogeologist to review the report, its data, and methodology.

- iv. If the sample does not meet the U.S. Environmental Protection Agency secondary standard for chloride (250 mg/l) under the National Secondary Drinking Water Regulations, then it cannot be used as a water source for a land division or a building permit other than a single-family home on an individual lot.
- v. If the sample does not meet the U.S. Environmental Protection Agency secondary standard for chloride (250 mg/L) under the National Secondary Drinking Water Regulations, then it may be used as water source for a building permit on an individual lot only if the following requirements are met:
 - a. The applicant obtains a variance from WAC Title 173 standards granted by Ecology per WAC 173-160-106 for a new groundwater well; or for an existing groundwater well not subject to an Ecology variance, applicant must provide a hydrogeologic assessment as part of an aquifer recharge area report, which shall be transmitted to Ecology for review, demonstrating that use of the well does not cause any detrimental interference with existing water rights and is not detrimental to the public interest;
 - b. The property owner shall record a restrictive covenant that indicates a chloride reading exceeded the U.S. Environmental Protection Agency secondary standard for chloride (250 mg/l) under the National Secondary Drinking Water Regulations.

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- c. A source-totalizing meter shall be installed and reported to the Administrator annually.
 - d. The well water shall be tested for its chloride concentration each year, with the results reported to the Administrator annually.
2. If a DOH-approved public water system is not available, a qualifying alternative system that meets the requirements of the DOH and the Department of Ecology may be used as proof of potable water.

The County should establish a program to monitor the results of the initial chloride concentration tests, the annual chloride concentration tests, and the volumes of water pumped. The county should compare the volumes pumped with recharge estimates. Based on this and other available data, the County should periodically review and update its regulations to prevent increases in salt water intrusion.

Comments on Article IV. Frequently Flooded Areas

Address sea level rise and increased coastal erosion in the frequently flooded area regulations

RCW 36.70A.170(1)(d) and RCW 36.70A.030(5) provide that each county and each city “shall designate where appropriate: ... Critical areas” including frequently flooded areas and geologically hazardous areas. RCW 36.70A.060(2) provides that “[e]ach county and city shall adopt development regulations that protect critical areas that are required to be designated under RCW 36.70A.170.”

Sea level rise is a real problem that is happening now. Sea level is rising and floods and erosion are increasing. In 2012 the National Research Council concluded that global sea level had risen by about seven inches in the 20th Century and would likely rise by 24 inches on the Washington coast by 2100.²⁵ NOAA has documented that sea level rise could be as high as two meters, six and half feet, by 2100.²⁶ The general extent of the two to six and a half feet of sea level rise currently projected for coastal waters can be seen on the NOAA Office for Coastal Management Digitalcoast Sea Level Rise Viewer available at: <https://coast.noaa.gov/digitalcoast/tools/slr.html>

²⁵ National Research Council, *Sea-Level Rise for the Coasts of California, Oregon, and Washington: Past, Present, and Future* p. 23, p. 156, p. 96, p. 102 (2012) accessed on Sept. 26, 2018 at: <https://www.nap.edu/download/13389> and enclosed with the paper original of Futurewise’s February 2, 2018, letter to the Grays Harbor County Planning Division.

²⁶ NOAA Office for Coastal Management, *Frequent Questions Digital Coast Sea Level Rise and Coastal Flooding Impacts Viewer* p. 8 of 14 (Jan. 2017) accessed on Sept. 26, 2018 at: <https://coast.noaa.gov/data/digitalcoast/pdf/slr-faq.pdf>.

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Some Washington State local governments already address sea level rise. While these efforts are helpful, more comprehensive approaches are needed due to the adverse effects of sea level rise on the state's shorelines. Two to six and a half feet of sea level rise will substantially increase flooding. As Ecology writes, "[s]ea level rise and storm surge[s] will increase the frequency and severity of flooding, erosion, and seawater intrusion—thus increasing risks to vulnerable communities, infrastructure, and coastal ecosystems."²⁷ Not only our marine shorelines will be impacted, as Ecology writes "[m]ore frequent extreme storms are likely to cause river and coastal flooding, leading to increased injuries and loss of life."²⁸

A peer-reviewed scientific study ranked Washington State 14th in terms of the number of people living on land less than one meter above local Mean High Water compared to the 23 contiguous coastal states and the District of Columbia.²⁹ This amounted to an estimated minimum of 18,269 people in 2010.³⁰ One meter, 3.28 feet, is within the projected sea level rise estimates of three to four feet or more for the end of this century.³¹ Zillow recently estimated that 31,235 homes in Washington State may be underwater by 2100, 1.32 percent of the state's total housing stock. The value of the submerged homes is an estimated \$13.7 billion.³² Zillow wrote:

It's important to note that 2100 is a long way off, and it's certainly possible that communities [may] take steps to mitigate these risks. Then again, given the enduring popularity of living near the sea despite its many dangers and drawbacks, it may be that even more homes will be located closer to the water in a century's time, and these estimates could turn out to be very conservative. Either way, left unchecked, it is clear the threats posed by climate change and rising sea levels have the potential to destroy housing values on an enormous scale.³³

Sea level rise will have an impact beyond rising seas, floods, and storm surges. The National Research Council wrote that:

Rising sea levels and increasing wave heights will exacerbate coastal erosion and shoreline retreat in all geomorphic environments along the west coast. Projections of future cliff and bluff retreat are limited by sparse data in Oregon and Washington and by a high degree of geomorphic variability along the coast. Projections using

²⁷ State of Washington Department of Ecology, *Preparing for a Changing Climate Washington State's Integrated Climate Response Strategy* p. 90 (Publication No. 12-01-004: April 2012) accessed on Sept. 26, 2018 at: <https://fortress.wa.gov/ecy/publications/summarypages/1201004.html> and enclosed with the paper original of Futurewise's February 2, 2018, letter to the Grays Harbor County Planning Division.

²⁸ *Id.* at p. 17.

²⁹ Benjamin H. Strauss, Remik Ziemiński, Jeremy L. Weiss, and Jonathan T. Overpeck, *Tidally adjusted estimates of topographic vulnerability to sea level rise and flooding for the contiguous United States* 7 ENVIRON. RES. LETT. 014033, 4 (2012) accessed on Sept. 26, 2018 at: <http://iopscience.iop.org/1748-9326/7/1/014033/article> This journal is peer reviewed. Environmental Research Letters "Submission requirements" webpage accessed on Sept. 26, 2018 at: <http://iopscience.iop.org/1748-9326/page/Submission%20requirements>.

³⁰ *Id.*

³¹ Washington State Department of Ecology, *Preparing for a Changing Climate: Washington State's Integrated Climate Response Strategy* p. 82 (Publication No. 12-01-004: April 2012).

³² Krishna Rao, *Climate Change and Housing: Will a Rising Tide Sink all Homes?* ZILLOW webpage (8/2/2016) accessed on Sept. 26, 2018 at: <http://www.zillow.com/research/climate-change-underwater-homes-12890/>.

³³ *Id.*

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only historic rates of cliff erosion predict 10–30 meters [33 to 98 feet] or more of retreat along the west coast by 2100. An increase in the rate of sea-level rise combined with larger waves could significantly increase these rates. Future retreat of beaches will depend on the rate of sea-level rise and, to a lesser extent, the amount of sediment input and loss.³⁴

A recent paper estimated that “[a]nalysis with a simple bluff erosion model suggests that predicted rates of sea-level rise have the potential to increase bluff erosion rates by up to 0.1 m/yr [meter a year] by the year 2050.”³⁵ This translates to four additional inches of bluff erosion a year.

A recent peer-reviewed article estimated that at least 8,018 people in Grays Harbor County will be at risk of adverse impacts from sea level rise in 2100.³⁶ This is the highest population at risk of any Washington or Oregon county.³⁷ The study authors write that “[t]hese results suggest that the absence of protective measures could lead to US population movements of a magnitude similar to the twentieth century Great Migration. . . .”³⁸ A substantial population outmigration from Grays Harbor County would have significant adverse economic and social impacts. The time to adopt protective measures is now.

Homes built today are likely to be in use 2100. And new lots created today will be in use in 2100. This is why the Washington State Department of Ecology recommends “[l]imiting new development in highly vulnerable areas.”³⁹

So, we recommend that Section 48 require that new lots and new buildings be located outside the area of likely sea level rise and if that is not possible, buildings should be elevated above the likely sea level rise. We recommend the following new regulations be added to Section 48.

- J. New lots shall be designed and located so that the buildable area is outside the area likely to be inundated by sea level rise in 2100 and outside of the area in which wetlands will likely migrate during that time.

³⁴ National Research Council, *Sea-Level Rise for the Coasts of California, Oregon, and Washington: Past, Present, and Future* p. 135 (2012).

³⁵ George M. Kaminsky, Heather M. Baron, Amanda Hacking, Diana McCandless, David S. Parks, *Mapping and Monitoring Bluff Erosion with Boat-based LIDAR and the Development of a Sediment Budget and Erosion Model for the Elwha and Dungeness Littoral Cells, Clallam County, Washington* p. 3 accessed on Sept. 26, 2018 at: http://www.coastalwatershedinstitute.org/Final%20Report_Clallam%20County%20Bluffs%202014_Final%20revised.pdf.

³⁶ Mathew E. Hauer, Jason M. Evans, and Deepak R. Mishra, *Millions projected to be at risk from sea-level rise in the continental United States* NATURE CLIMATE CHANGE Letters Advance Online Publication p. 3 (Published Online: 14 March 2016 | DOI: 10.1038/NCLIMATE2961) and enclosed in a separate email on Sept. 21, 2017. Nature Climate Change is a peer-reviewed science journal. See the Author Instructions accessed on Sept. 26, 2018 at: http://mts-nclim.nature.com/cgi-bin/main.plex?form_type=display_auth_instructions enclosed with the article on Sept. 21, 2017.

³⁷ Mathew E. Hauer, Jason M. Evans, and Deepak R. Mishra, *Millions projected to be at risk from sea-level rise in the continental United States* NATURE CLIMATE CHANGE Letters Advance Online Publication p. 3 (Published Online: 14 March 2016 | DOI: 10.1038/NCLIMATE2961).

³⁸ *Id.* at p. 1.

³⁹ State of Washington Department of Ecology, *Preparing for a Changing Climate Washington State's Integrated Climate Response Strategy* p. 90 (Publication No. 12-01-004: April 2012).

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- K. Where lots are large enough, new structures and buildings shall be located so that they are outside the area likely to be inundated by sea level rise in 2100 and outside of the area in which wetlands and aquatic vegetation will likely migrate during that time.
- L. New and substantially improved structures shall be elevated above the likely sea level rise elevation in 2100 or for the life of the building, whichever is less.

Comments on Article V. Geologically Hazardous Areas

Require identification of and mitigation for coastal erosion hazards and river and stream bank erosion in Section 55 on pages 66 and 67 and Section 56 on page 68.

The *Grays Harbor County 2018 Multi-Jurisdiction Hazard Mitigation Plan Update Volume 1* states that “The probability for frequent impact from coastal erosion in the identified coastal erosion areas (Figures 8-1 to 8-8) areas is highly likely”⁴⁰ The plan writes that “[c]oastal erosion impacts both private and public assets alike, including homes, businesses, public beach and public infrastructure such as roads and utilities.”⁴¹ The *Grays Harbor County 2018 Multi-Jurisdiction Hazard Mitigation Plan Update Volume 1* also maps and inventories areas of coastal erosion.⁴²

Stream and river bank erosion is also a problem in parts of the county. “Human development such as bridge abutments and levees, and logjams from timber harvesting can increase stream bank erosion, causing rivers and streams to migrate into non-natural courses.”⁴³

“The GMA directs counties and cities to designate critical areas. RCW 36.70A.170. RCW 36.70A.030(5) lists types of critical areas: (1) fish and wildlife habitat conservation areas, (2) wetlands, (3) frequently flooded areas, (4) critical aquifer recharge areas, and (5) geologically hazardous areas.”⁴⁴ “Geologically hazardous areas’ means areas that because of their susceptibility to erosion, sliding, earthquake, or other geological events, are not suited to the siting of commercial, residential, or industrial development consistent with public health or safety concerns.”⁴⁵ “[T]he GMA requires the county to designate and protect all critical areas within its boundaries.”⁴⁶

Coastal, river, and stream erosion is capable of damaging and destroying commercial, residential, and industrial development due to erosion and other geological events.⁴⁷ Section 55 must identify coastal

⁴⁰ *Grays Harbor County 2018 Multi-Jurisdiction Hazard Mitigation Plan Update Volume 1: Planning-Area-Wide Elements Final* p. 8-48 (July 2018).

⁴¹ *Id.* at 8-46.

⁴² *Id.* at pp. 8-4 – 8-14.

⁴³ *Id.* at p. 9-46

⁴⁴ *Ferry Cty. v. Concerned Friends of Ferry Cty.*, 155 Wn.2d 824, 832, 123 P.3d 102, 106 (2005).

⁴⁵ RCW 36.70A.030(9).

⁴⁶ *Stevens Cty. v. Futurewise*, 146 Wn. App. 493, 511, 192 P.3d 1, 10 (2008) *review denied Stevens County v. Futurewise*, 165 Wn.2d 1038, 205 P.3d 132 (2009).

⁴⁷ Jeffrey R. Keaton, Joseph Wartman, Scott Anderson, Jean Benoît, John deLaChapelle, Robert Gilbert, David R. Montgomery, *The 22 March 2014 Oso Landslide, Snohomish County, Washington* p. 1 & p. 68 (Geotechnical Extreme Events Reconnaissance (GEER): July 22, 2014).

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and river and stream erosion. Section 56 must require new development to be located outside areas subject to Coastal, river, and stream erosion. Our recommended amendments are shown below with our additions underlined and our deletions struck through.

Section 55 Critical Area Report Requirements for Specific Hazards

A. Erosion and Landslide Hazard Areas. In addition to the basic geological hazard area report requirements, a report for an erosion hazard or landslide hazard area shall include the following information at a minimum:

13. Site Plan. The report shall include a copy of the site plan for the proposal showing:

- a. The height of slope, slope gradient, and cross section of the project area,
- b. The location of springs, seeps, or other surface expressions of ground water on or within three hundred feet of the project area, or that have potential to be affected by the proposal, and
- c. The location and description of surface water runoff;
- d. The location of historic landslide runout area and modelling of potential landslide runout.

24. Geotechnical Analysis. The geotechnical analysis shall specifically include:

- a~~d~~. A description of the extent and type of vegetative cover,
- b~~e~~. An estimate of load capacity, including surface and ground water conditions, public and private sewage disposal systems, fills and excavations, and all structural development,
- c~~f~~. An estimate of slope stability and the effect construction and placement of structures will have on the slope over the estimated life of the structure,
- d~~g~~. An estimate of the bluff retreat rate that recognizes and reflects potential catastrophic events such as seismic activity or a one-hundred-year storm event,

- eh. Consideration of the run-out hazard of landslide debris and/or the impacts of landslide run-out on down slope properties,
- fi. A study of slope stability, including an analysis of proposed angles of cut and fill, and site grading.
- g. Identification of landslide top of slope and slope faces subject to failure and sliding, toe of slope area subject to areas subject to impact from down slope run-out and buffers areas subject to landslides.
- hj. Recommendations for building limitations, structural foundations, and an estimate of foundation settlement, ~~and,~~
- ik. An analysis of proposed surface and subsurface drainage, and the vulnerability of the site to erosion including coastal erosion and river and stream bank erosion.

[No further amendments are recommended for Section 55.]

Section 56 Performance Standards

- A. Alterations of geologically hazardous areas may only occur for activities that will not adversely impact or pose a threat to adjacent properties or critical areas, and are designed so that the hazard to the project is eliminated or mitigated to a level equal to or less than pre-development conditions.
- B. Uses, structures, and activities in erosion hazard areas shall meet the following performance standards:
 - 1. On-site stormwater and drainage development shall meet the requirements of the current edition of the Stormwater Management Manual for Western Washington.
 - 2. Minimize modification of the natural contour of slopes by conforming to the existing topography of the site.
 - 3. Incorporate stabilization best management practices, such as temporary and permanent seeding, mulching, geotextiles, sod stabilization, vegetative buffer strips, protection of trees, and preservation of mature vegetation.

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4. Ensure the stabilization of all exposed and disturbed soils by appropriate and timely application of best management practices.
5. Minimize the removal of existing vegetation and undergrowth.
6. Design cut and fill slopes to minimize erosion.
7. Stabilize conveyance outlets and stream banks to prevent erosion.
8. Reduce clearing, grading, and impervious surfaces to the minimum amount necessary to accommodate the project permit.
9. Uses, structures, or activities shall be located outside areas that are likely to be subject to coastal erosion or river and stream bank erosion during the life of the use, structure, and activities.

[No further amendments are recommended for Section 56.]

Adopt better protections from landside hazards for people and property. See proposed Section 56 on pages 68 through 70.

The *Grays Harbor County 2018 Multi-Jurisdiction Hazard Mitigation Plan Update Volume 1* states that “[b]ased on review and analysis of the data, the Planning Team has determined that the probability for impact from a landslide throughout the area is highly likely. The area experiences some level of landslides almost annually.”⁴⁸ Landslide hazards are capable of damaging property at significant distances. The 2014 Oso slide ran out for over a mile (5,500 feet) even though the slope height was 600 feet.⁴⁹ Recent research shows that long runout landslides are more common than had been realized.⁵⁰ This research documents that over the past 2000 years, the average landslide frequency of

⁴⁸ *Grays Harbor County 2018 Multi-Jurisdiction Hazard Mitigation Plan Update Volume 1: Planning-Area-Wide Elements Final* p. 10-22 (July 2018).

⁴⁹ Jeffrey R. Keaton, Joseph Wartman, Scott Anderson, Jean Benoît, John deLaChapelle, Robert Gilbert, David R. Montgomery, *The 22 March 2014 Oso Landslide, Snohomish County, Washington* p. 56 & p. 144 (Geotechnical Extreme Events Reconnaissance (GEER): July 22, 2014) accessed on Sept. 26, 2018 at: http://www.geerassociation.org/index.php/component/geer_reports/?view=geerreports&layout=build&id=30 and on the CAO on CD enclosed with the paper original of Futurewise’s letter to Grays Harbor County Department of Public Services (Sept. 21, 2017) on Data CD 2 in the directory \Geo Hazards\Landslide Hazards with the filename “GEER_Oso_Landslide_Report.pdf.”

⁵⁰ Sean R. LaHusen, Alison R. Duvall, Adam M. Booth, and David R. Montgomery, *Surface roughness dating of long-runout landslides near Oso, Washington (USA), reveals persistent postglacial hillslope instability* GEOLOGY pp. *2 – 3, published online on 22 December 2015 as doi:10.1130/G37267.1; Geological Society of America (GSA) Data Repository 2016029, *Data repository for: Surface roughness dating of long-runout landslides near Oso, WA reveals persistent postglacial hillslope instability* p. 4 both enclosed with the paper original of this letter. Geology is a peer-reviewed scientific journal. Geology – Prep webpage accessed on Jan. 23, 2018 at: <http://www.geosociety.org/GSA/Publications/Journals/Geology/GSA/Pubs/geology/home.aspx#overview> and enclosed with enclosed with the paper original of this letter.

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long runout landslides in the area near the Oso landslide is one landslide every 140 years.⁵¹ The landslides ran out from 787 feet to the 2,000 feet of the 2014 landslide.⁵² The 2013 Ledge-wood-Bonair Landslide on Whidbey Island extended approximately 300 feet into Puget Sound.⁵³ In a study of shallow landslides along Puget Sound from Seattle to Everett, the average runout length was 197.5 feet (60.2 m) and the maximum runout length was 771 feet (235 m).⁵⁴

In addition to protecting people from natural hazards, updated geologically hazardous regulations also protect a family's largest asset: Their home. Homeowners insurance does not cover the damage from landslides. "Insurance coverage for landslides is uncommon. It is almost never a standard coverage, and is difficult to purchase inexpensively as a policy endorsement."⁵⁵

None of the Oso victims' homes were covered by insurance for landslide hazards.⁵⁶ And that is common when homes are damaged by landslides.⁵⁷ For example, on March 14, 2011, a landslide damaged the home of Rich and Pat Lord.⁵⁸ This damage required the homeowners to abandon their home on Norma Beach Road near Edmonds, Washington. Because their homeowners insurance did not cover landslides, they lost their home.⁵⁹ This loss of what may be a family's largest financial asset is common when homes are damaged or destroyed by landslides or other geological hazards.

Landslide buyouts are rare and when they occur the property owner often only recovers pennies on the dollar. The property owners bought out after the Aldercrest-Banyon landslide in Kelso,

⁵¹ Sean R. LaHusen, Alison R. Duvall, Adam M. Booth, and David R. Montgomery, *Surface roughness dating of long-runout landslides near Oso, Washington (USA), reveals persistent postglacial hillslope instability* GEOLOGY p. *2, published online on 22 December 2015 as doi:10.1130/G37267.1.

⁵² Geological Society of America (GSA) Data Repository 2016029, *Data repository for: Surface roughness dating of long-runout landslides near Oso, WA reveals persistent postglacial hillslope instability* p. 4.

⁵³ Stephen Slaughter, Isabelle Sarikhan, Michael Polenz, and Tim Walsh, *Quick Report for the Ledge-wood-Bonair Landslide, Whidbey Island, Island County, Washington* pp. 3 – 4 (Washington State Department of Natural Resources, Division of Geology and Earth Resources: March 28, 2013). Accessed on Feb. 1, 2018 at:

http://www.dnr.wa.gov/publications/ger_qr_whidbey_island_landslide_2013.pdf and on the CAO on CD enclosed with the paper original Futurewise's Sept. 21, 2017, letter in the directory Data CD 2\Geo Hazards\Landslide Hazards with the filename "ger_qr_whidbey_island_landslide_2013.pdf."

⁵⁴ Edwin L. Harp, John A. Michael, and William T. Laprade, *Shallow-Landslide Hazard Map of Seattle, Washington* p. 17 (U.S. Geological Survey Open-File Report 2006–1139: 2006) accessed on Feb. 1, 2018 at:

<http://pubs.usgs.gov/of/2006/1139/> and on the CAO on CD enclosed with the paper original Futurewise's Sept. 21, 2017, letter in the directory Data CD 2\Geo Hazards\Landslide Hazards with the filename "of06-1139_508.pdf."

⁵⁵ Robert L. Schuster & Lynn M. Highland, *The Third Hans Cloos Lecture: Urban landslides: socioeconomic impacts and overview of mitigative strategies* 66 BULLETIN OF ENGINEERING GEOLOGY AND THE ENVIRONMENT 1, p. 22 (2007) accessed on Jan. 23, 2018 at:

ftp://193.134.202.10/pub/TRAMM/Workshop_EWS/Literature/Schuster_and_Highland_2007_Bulletin_of_Engineering_Geology_and_the_Environment.pdf and enclosed with the paper original of this letter. The Bulletin of Engineering Geology and the Environment is peer-reviewed. See the Bulletin of Engineering Geology and the Environment "em Editorial Manager" login page accessed on Jan. 23, 2018 at: <http://www.editorialmanager.com/boeg/default.aspx>

⁵⁶ Sanjay Bhatt, *Slide erased their homes, but maybe not their loans* *The Seattle Times* (April 2, 2014) accessed on Jan. 23, 2018 at: http://old.seattletimes.com/html/latestnews/2023278858_mudslidefinancialxml.html

⁵⁷ *Id.*

⁵⁸ Ian Terry, *Abandoned and trashed after mudslide, Edmonds house now for sale* *The Herald* (Feb. 11, 2015). The house is for sale after the bank who held the Lord's mortgage took ownership of the home. *Id.* Accessed on Jan. 23, 2018 at: <http://www.heraldnet.com/article/20150211/NEWS01/150219829> and enclosed with the paper original of this letter.

⁵⁹ *Id.* at p. *6.

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Washington destroyed their homes received 30 cents on the dollar.⁶⁰ This underlines why preventing development in geologically hazardous areas is just plain ordinary consumer protection.

While we appreciate the improved measures for designating and protecting people and property from landslide hazards, proposed Section 56C.1, on page 60, only requires 40-foot buffers from the top and toe of the slope of identified landslides. As the above runout distances show, this is not adequate to protect people and property from landslides. We recommend that the regulations require the site-specific identification of landslide top of slope and slope faces subject to failure and sliding, toe of slope areas subject to impact from down slope run-out, and buffers for areas subject to landslide hazards include the top of slope, bottom of slope and sides of the hazard. The Joint SR 530 Landslide Commission recommends identifying “[c]ritical area buffer widths based on site specific geotechnical studies” as an “innovative development regulation[]” that counties and cities should adopt.⁶¹ Construction should not be allowed in these areas.

In addition, “[s]lope saturation by water is a primary cause of landslides.”⁶² So allowing sewage disposal systems and drainfields in top of slope and side slope buffers is a bad idea as the additional water may trigger landslides. So that should not be allowed.

We recommend to following revisions to Section 56C.1, on pages 68 and 69, with our additions underlined and our deletions struck through.

1. Establish and maintain ~~a forty-foot buffers~~ large enough to protect existing and proposed development include highways and roads from landslide hazards for from the top, side, and toe of a the slope for identified as a landslide hazard areas. A qualified professional shall recommend the buffers based on a site-specific investigation. The administrator may require peer-review of the recommendations and shall determine the required buffers. The administrator may allow the following modifications to the buffer:
 - a. ~~Reduce the buffer if a critical area special study prepared by a qualified professional certifies that the reduction will adequately protect the proposed development, adjacent developments, and critical areas.~~

⁶⁰ Isabelle Sarikhan, *Sliding Thought Blog*, *Washington's Landslide Blog* Landslide of the Week – Aldercrest Banyon Landslide July 29, 2009 accessed on Jan. 23, 2018 at: <https://slidingthought.wordpress.com/2009/07/29/landslide-of-the-week-aldercrest-banyon-landslide/>

⁶¹ The SR 530 Landslide Commission, *Final Report* p. 31 (Dec. 15, 2014) accessed on Sept. 20, 2017 at: http://www.governor.wa.gov/sites/default/files/documents/SR530LC_Final_Report.pdf and on the CAO on CD enclosed with the paper original of Futurewise's Sept. 21, 2017, letter in the directory Data CD 2\Geo Hazards\Landslide Hazards with the filename “SR530LC_Final_Report.pdf”

⁶² Lynn M. Highland and Peter Bobrowsky, *The Landslide Handbook—A Guide to Understanding Landslides* p. 30 (U.S. Geological Survey Circular 1325, Reston, Virginia: 2008) accessed on Feb. 1, 2018 at: <https://pubs.usgs.gov/circ/1325/> and on the CAO on CD enclosed with the paper original of Futurewise's Sept. 21, 2017, letter in the directory Data CD 2\Geo Hazards\Landslide Hazards with the filename “C1325_508.pdf.”

Grays Harbor County Planning Division Re: Critical Area Protection Ordinance Update
 October 2, 2018
 Page 19

- ~~b. —~~ Locate on-site sewage disposal systems, including drainfields, within a toe of slope buffer when a qualified professional certifies that there will be no impact to existing or proposed development or to the landslide hazard.

Include specific measures to better protect people and property from earthquake hazards.

We appreciate including references to the Washington State Department of Natural Resources' Liquefaction Susceptibility and Site Class maps in the update.⁶³ In 2004, the Washington State Department of Natural Resources completed a set of liquefaction maps and maps identifying where the geology is likely to amplify ground shaking, referred to as "Site Class" maps. These maps represent best available science on the occurrence of these hazards which the Growth Management Act requires to the county to include in the development of critical areas regulations.

Adopting these maps and protective provisions for these areas will protect people and property from hazards resulting from earthquakes. Liquefaction occurs when earthquake shaking causes a soil to rapidly lose its strength and behave like quicksand. The soils most likely to liquefy are artificial fills and areas of loose sandy soils saturated with water. The movement of liquefied soils can rupture pipelines, move bridge abutments and roads, and damage buildings. Liquefaction has damaged many buildings during earthquakes including Alaska's Good Friday earthquake, California's Loma Prieta earthquake, and the Kobe, Japan earthquake.⁶⁴ We recommend that areas classified as having a liquefaction susceptibility of "moderate," "moderate to high," "high," and "peat deposit" be identified as geological hazards.

The Site Class Map identifies areas where the underlying geology is likely to amplify shaking on the ground surface. This is the most damaging effect of an earthquake. So, buildings constructed on areas more susceptible to strong shaking area are more likely to be damaged or destroyed in an earthquake.⁶⁵ By identifying these areas and engineering and constructing buildings to withstand this shaking, people and property will be better protected from earthquake damage. We recommend that areas classified as having a site class of "D to E," "E," and "F" be designated as geological hazards.

Development regulations requiring review of structures proposed for these areas should be adopted to ensure they can withstand the hazards of locating on these soils with their amplified earthquake movement.

⁶³ The maps are available at the Geologic Information Portal accessed on Jan. 31, 2018 at: <http://www.dnr.wa.gov/geologyportal> or <ftp://ww4.dnr.wa.gov/geology/pubs/ofr04-20/> and on the CAO on CD enclosed with the paper original of Futurewise's Sept. 21, 2017, letter on Data CD 2 in the directory \Geo Hazards\Earthquake Hazards.

⁶⁴ Stephen P. Palmer, Sammantha L. Magsino, Eric L. Bilderback, James L. Poelstra, Derek S. Folger, and Rebecca A. Niggemann, *Liquefaction Susceptibility and Site Class Maps of Washington State, By County* p. 1 (Washington Division of Geology and Earth Resources, Open File Report 2004-20: Sept. 2004) accessed on Jan. 31, 2018 at: ftp://ww4.dnr.wa.gov/geology/pubs/ofr04-20/ofr2004-20_report.pdf and on the CAO on CD enclosed with the paper original Futurewise's Sept. 21, 2017, letter on Data CD 2 in the directory \Geo Hazards\Earthquake Hazards with the filename "ofr2004-20_report.pdf."

⁶⁵ *Id.* at pp. 2 – 3.

Grays Harbor County Planning Division Re: Critical Area Protection Ordinance Update
October 2, 2018
Page 20

Comments on Article VI. Fish and Wildlife Habitat Conservation Areas

Either identify habitats of local importance or include a process for designating them in Section 57 on page 70.


Section 57A.3 designates habitats of local importance as fish and wildlife habitat conservation areas. We support this provision, but the update does not include a process for designating habitats of local importance or a list of those habitats. Species of local importance should either be designated or a process for designating these species should be included.

Reference the most recent priority habitats and species list and the management recommendations generally in Section 58 on pages 71 and 72.

The Washington State Department of Fish and Wildlife regularly updates the priority habitats and species list. The most recent list was updated in 2017 is enclosed with this letter. In addition, some of the management recommendations for the priority species, such as the mammal recommendations, are being updated as the recommendations are completed for individual species. Since the documents listed in Section 58A are references, we recommend that Section 58A just reference the most recent priority species and habitats list and state that the county will use as references the Washington State Department of Fish and Wildlife Management Recommendations for Washington's Priority Species. Then the critical areas regulations would not need to be revised every time Fish and Wildlife updates a document or issues a new document.

Thank you for considering our comments. If you require additional information, please contact me at telephone (206) 343-0681 Ext. 102 and email: tim@futurewise.org.

Very Truly Yours,

A handwritten signature in blue ink, appearing to read 'Tim Trohimovich', with a stylized, cursive script.

Tim Trohimovich, AICP
Director of Planning & Law

Enclosure

Grays Harbor County Resolution No. 2019-_____

A RESOLUTION AUTHORIZING THE GRAYS HARBOR COUNTY PLANNING DIVISION TO FORWARD THE DRAFT PERIODIC UPDATE TO THE GRAYS HARBOR COUNTY CRITICAL AREAS PROTECTION ORDINANCE TO THE WASHINGTON STATE DEPARTMENTS OF COMMERCE AND ECOLOGY FOR THEIR REVIEW UNDER THE WASHINGTON STATE GROWTH MANAGEMENT ACT

WHEREAS, the Washington State Growth Management Act, chapter 36.70A RCW (“the Act”), provides for periodic updates of the Grays Harbor County’s Critical Areas Ordinance (“CAO”); and

WHEREAS, the Act requires that Grays Harbor County update its CAO on or before June 30, 2018, and every eight years thereafter; and

WHEREAS, Grays Harbor County has finalized its updates to the CAO and is prepared to forward the draft update to the Washington State Departments of Commerce and Ecology for their review;

NOW, THEREFORE, BE IT RESOLVED by the Grays Harbor County Board of Commissioners that the draft update to the County’s Critical Areas Ordinance shall be forwarded to the Washington State Department of Commerce and to the Washington State Department of Ecology for review as required by the Act.

Passed and approved this _____ day of February, 2019.

BOARD OF COUNTY COMMISSIONERS
OF GRAYS HARBOR COUNTY

Randy Ross, Chairman, District 2

Wes Cormier, Commissioner, District 1

Vickie L. Raines, Commissioner, District 3

ATTEST:

Jenna Amsbury, Clerk of the Board

Resolution No. 2019-_____



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

MEETING DATE
2/5/2019 1:00:00 PM

DEPARTMENT: Civil Service
DIVISION: <i>(if applicable)</i>
SUBMITTER: Jenna Amsbury
AGENDA ITEM TITLE: Reappoint Keith Fouts to Civil Service
EXPLANATION OF REQUEST: <i>(include dates, important information and summary)</i> Keith Fout's term is due to expire on February 1, 2019. Keith has stated that he is willing to continue serving on this commission. Therefore as Chief Examiner, I here request that the Board of County Commissioners reappoint Keith to the District 3 position for the term extending from February 2, 2019 to February 1, 2023.
FISCAL IMPACT/FUNDING SOURCE: None
RECOMMENDED ACTION: Reappoint Mr. Fouts

[BELOW TO BE COMPLETED BY CLERK OF BOARD]

BOCC ACTION:

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

**CIVIL SERVICE
COMMISSIONERS:**
Bob Barton, District 1
Gary Parfitt, District 2
Keith Fouts, District 3



CHIEF EXAMINER:
Lisa Ballou

January 18, 2019

Board of County Commissioners
Grays Harbor County
100 West Broadway, Suite 1
Montesano, WA 98563

Dear Commissioners,

Below is a list of our current Civil Service Commissioners and their terms of service. Please note that Keith Fout's term is due to expire on February 1, 2019. Keith has stated that he is willing to continue serving on this commission. Therefore as Chief Examiner, I here request that the Board of County Commissioners reappoint Keith to the District 3 position for the term extending from February 2, 2019 to February 1, 2023.

Thank you for your attention on this matter.

Current Civil Service Commissioners

District 1	District 2	District 3
Bob Barton Term: 7/13/16 to 2/1/21	Gary Parfitt Term: 2/2/17 to 2/1/23	Keith Fouts Term: 2/2/19 to 2/1/25 (pending reappointment)

Sincerely,

Lisa Ballou
Chief Examiner



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

MEETING DATE
2/5/2019 1:00:00 PM

DEPARTMENT: Planning & Building
DIVISION: <i>(if applicable)</i>
SUBMITTER: Jane Hewitt
AGENDA ITEM TITLE: Re-appoint Bob Andrews to the Board of Adjustment
EXPLANATION OF REQUEST: <i>(include dates, important information and summary)</i>
FISCAL IMPACT/FUNDING SOURCE:
RECOMMENDED ACTION: Re-appoint Bob Andrews to the Board of Adjustment

[BELOW TO BE COMPLETED BY CLERK OF BOARD]

BOCC ACTION:

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



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

MEETING DATE
2/5/2019 1:00:00 PM

DEPARTMENT: Commissioners
DIVISION: <i>(if applicable)</i>
SUBMITTER: Jenna Amsbury
AGENDA ITEM TITLE: Appointment of Steve Ensley to PFD
EXPLANATION OF REQUEST: <i>(include dates, important information and summary)</i> <p>Mr. Ensley would be the City of Ocean Shores member for the PFD. He was the previous Treasurer of the Board and has the experience to assist with the Board moving forward.</p>
FISCAL IMPACT/FUNDING SOURCE:
RECOMMENDED ACTION: <p>Appoint Mr. Ensley to the City of Ocean Shores Position.</p>

[BELOW TO BE COMPLETED BY CLERK OF BOARD]

BOCC ACTION:

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



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

MEETING DATE
2/5/2019 1:00:00 PM

DEPARTMENT: Commissioners
DIVISION: <i>(if applicable)</i>
SUBMITTER: Jenna Amsbury
AGENDA ITEM TITLE: Set Bid Date for Official Publications
EXPLANATION OF REQUEST: <i>(include dates, important information and summary)</i> Set bid date for March 19, 2019 to select the Official County Newspaper for legal publications for July 1, 2019 through June 30, 2020.
FISCAL IMPACT/FUNDING SOURCE:
RECOMMENDED ACTION: Set Bid Date.

[BELOW TO BE COMPLETED BY CLERK OF BOARD]

BOCC ACTION:

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

CALL FOR BIDS AND PROPOSALS

For County Printing of Official Publications

In accordance with Chapter 36.72, of the Laws of the State of Washington, sealed bids will be received by the Clerk of the Board of Commissioners, at the Commissioners Office at 100 West Broadway, Suite #1, Montesano, WA 98563, until the hour of 2:00 p.m., on Tuesday, March 19, 2019, at which time said bids will be publicly opened and read in the Commissioners Meeting Room, for the Grays Harbor County legal publications contract for the printing and publication of Commissioners' proceedings, legal notices, and all other advertising of Grays Harbor County, as required by law to be published in the official newspaper of the county, from July 1, 2019 through June 30, 2020.

SPECIFICATIONS

The Board shall let the contract to the best and lowest responsible bidder, giving consideration to the question of circulation in the awarding of the County Printing Contract, to give said legal publications the widest publicity.

All bids must state price per column inch for the first insertion of solid eight-point type, full width column; also price per column inch for subsequent insertion. Discounts for electronic submittals shall be clearly stated. Also required is a current copy of your published rate card.

The successful bidder shall deliver affidavits of publication within fourteen days of final publication of all notices.

The Board of Commissioners reserves the right to reject any or all bids.

**BOARD OF COMMISSIONERS
GRAYS HARBOR COUNTY
Jenna Amsbury
Clerk for the Board**

**Publish:
February 14, 2019**



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

MEETING DATE
1/15/2019 1:00:00 PM

DEPARTMENT: Public Works

DIVISION: Roads

(if applicable)

SUBMITTER: Rob Wilson

AGENDA ITEM TITLE: 2019 Emulsified Asphalt Supply Contract

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

The Road department requests authorization to open bids March 5, 2019 at 2:00 p.m. for the above stated supply contract. Total emulsion usage will be a combined total of approximately 1,450 tons (CRS-2P).

FISCAL IMPACT/FUNDING SOURCE:

Road fund

RECOMMENDED ACTION:

Approve request to advertise for bids.

[BELOW TO BE COMPLETED BY CLERK OF BOARD]

BOCC ACTION:

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



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

MEETING DATE
2/5/2019 1:00:00 PM

DEPARTMENT: Public Works

DIVISION: Roads

(if applicable)

SUBMITTER: Rob Wilson

AGENDA ITEM TITLE: Appraisal Work for Right of Way Acquisition

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

The Road Department requests authorization to solicit proposals from qualified firms to provide project funding estimates, appraisals, and possibly appraisal reviews for the Bush Creek Road Culvert Replacement Project, 77970-01, and the Blue Slough Realignment Project, 61140-01.

These projects are utilizing state funds to accomplish the acquisition of additional right of way and construction costs. While these projects are not federally funded we would like to follow the same standard as if they were federally funded. This will ensure that the right of way was acquired according to the accepted standard and will allow these roads to remain eligible for federal funding in the future.

FISCAL IMPACT/FUNDING SOURCE:

\$7500

RECOMMENDED ACTION:

Approve this request to solicit proposals for appraisal work on two project.

[BELOW TO BE COMPLETED BY CLERK OF BOARD]

BOCC ACTION:

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



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

MEETING DATE
2/5/2019 1:00:00 PM

DEPARTMENT: Public Works

DIVISION: Roads

(if applicable)

SUBMITTER: Rob Wilson

AGENDA ITEM TITLE: Automatic Vacation

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

Dan Carter has requested the County issue a resolution acknowledging the automatic vacation of right of ways adjacent to his property.

FISCAL IMPACT/FUNDING SOURCE: None

RECOMMENDED ACTION: Issue a resolution acknowledging the automatic vacation.

[BELOW TO BE COMPLETED BY CLERK OF BOARD]

BOCC ACTION:

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

2019-

RESOLUTION ACKNOWLEDGING VACATION BY OPERATION OF LAW

This matter having come before the Grays Harbor Board of County Commissioners by Petition from Dan Carter to acknowledge Vacation by Operation of Law and the Board being fully advised in this matter hereby acknowledges Vacation of the following described right of way.

All situated in the plat of I.L. Scammons Addition to the Town of Montesano, as per plat recorded in Vol. 4 (D), page 382, records of Grays Harbor County, Washington, and as shown on the attached map.

- 1) The Westerly half of "E" Street lying adjacent to Block 2

The Board of County Commissioners acknowledges the vacation of the above-described rights of way as having been unopened within five years of platting.

Private rights may still exist for other property owners in the plat.

Dated this _____ day of _____, 2019.

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

Randy Ross, Chairman

Wes Cormier, District 1

Vickie L. Raines, District 3

ATTEST:

Clerk of the Board

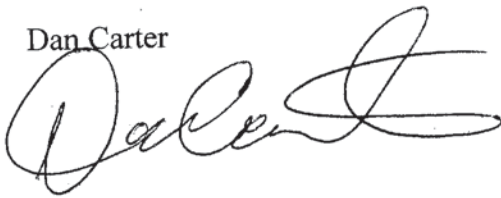
Dan Carter
PO Box 1446
Elma, WA 98541

January 16, 2019

Mr. Gray,
Would you please ask the county council to abandon their property bordering 32 South Monte Road. It is my understanding that the plates' were laid out prior to statehood and legally have already been returned to the owners.




Thank you,

Dan Carter

A handwritten signature in black ink, appearing to read 'Dan Carter', with a stylized, flowing script.

360-470-0036



-  Parcel Lines
 Parcel Ownership
 Automatic Vacation



Grays Harbor County
Public Works



NOTE: This map is for reference only.





PURCHASE REQUEST**DEPARTMENT: SOLID WASTE**

Date: 02/05/2019

Item to be purchased: Transfer Equipment

EXPLANATION OF REQUEST

Equipment Transfer - Solid Waste to Pacific Beach Water / Sewer (See Attached)

IMPORTANT INFORMATIONBudget information: ☐ General Fund ☒ Miscellaneous Fund: 404 - 405

Amount of request: \$80,000

Funding Source (grant, fees, etc.): Fund 404 & 405

Will this require a supplemental or emergency budget? ☐ YES ☒ NO [Click here to enter text.](#)Process used to acquire the item: (bid, state contract, vendor list, quotes, etc.)
Department TransferOther information: [Click here to enter text.](#)**SIGNITURES/APPROVAL**

Elected Official/ Department Administrator Signature:	
	Date:
Grays Harbor County Commissioner Approval:	
Commissioner Wes Cormier	
Commissioner Randy Ross	
Commissioner Vickie L. Raines	
Attest:	Date:
Was the Contract reviewed by the Prosecutor's Office? (if applicable- if a contract or lease is included) <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO Signature of Deputy Prosecuting Attorney:	
Was the agenda item reviewed by the Budget Director? (req. for all purchases) <input type="checkbox"/> YES <input type="checkbox"/> NO Signature of Budget Director:	
Was the agenda item reviewed by Central Services? (req. for technology purchases) <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO Signature of Central Services Director:	

Equipment Transfer from Solid Waste Fund 401

To Fund 405 – PB Water

- SW0804 - 2011 Hitachi Mini Excavator - \$30,000
- SW0803 - 2013 Olympic Trailer - \$5,000
- SW0328 - 1993 John Deere Tractor/Loader - \$4,500
- SW0811 - 1998 Bulldog Trailer - \$500

To Fund 404 – PB Sewer

- SW0200 - 1999 Kenworth Tanker Truck - \$40,000



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

MEETING DATE
2/5/2019 1:00:00 PM

DEPARTMENT: Public Works
DIVISION: ER&R
SUBMITTER: James Kost
AGENDA ITEM TITLE: Surplus Radios
EXPLANATION OF REQUEST: <i>(include dates, important information and summary)</i> Surplus radios and dispose of. Radios are broken and or older type that cannot be used anymore. List is attached with make and serial #'s.
FISCAL IMPACT/FUNDING SOURCE: None
RECOMMENDED ACTION: Surplus radios and dispose.

[BELOW TO BE COMPLETED BY CLERK OF BOARD]

BOCC ACTION:

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

Ericsson	KMC	335368	
Ericsson	KMC Alpha	329656	Older Technology
Ericsson	Orion	1737716	Older Technology
Motorola	MCS-2000	623CEL0437	Broken No RX
Ericsson	Orion	1646577	Older Technology
Ericsson	Orion	1646575	Older Technology
Motorola	HT-1250	749HFJA681	Broken
Motorola	HT-1250	749TANH783	Broken
Motorola	HT-1250	749HEN9819	Broken
Ericsson	KMC	1322974	Older Technology

PURCHASE REQUEST**DEPARTMENT: PUBLIC WORKS**

Date: 1-30-2019

Item to be purchased: New Grader

EXPLANATION OF REQUEST

Request to surplus and trade in old grader equipment #325 a 1998 140G for a value no less than \$35,000. Will purchase a new grader at a value no more than \$320,000 including trade in value to vendor off Sourcewell (NJPA) contract.

IMPORTANT INFORMATIONBudget information: ☐ General Fund ☒ Miscellaneous Fund: ER&R

Amount of request: \$320,000

Funding Source (grant, fees, etc.): ER&R Replacement Fund

Will this require a supplemental or emergency budget? ☐ YES ☒ NOProcess used to acquire the item: (bid, state contract, vendor list, quotes, etc.)
Sourcewell Contract

Other information: Item budgeted for replacement this year 2019

SIGNITURES/APPROVAL

Elected Official/ Department Administrator Signature:	
	Date:
Grays Harbor County Commissioner Approval:	
Commissioner Wes Cormier	
Commissioner Randy Ross	
Commissioner Vickie L. Raines	
Attest:	Date:
Was the Contract reviewed by the Prosecutor's Office? (if applicable- if a contract or lease is included)	
<input type="checkbox"/> YES <input type="checkbox"/> NO	Signature of Deputy Prosecuting Attorney:
Was the agenda item reviewed by the Budget Director? (req. for all purchases)	
<input type="checkbox"/> YES <input type="checkbox"/> NO	Signature of Budget Director:
Was the agenda item reviewed by Central Services? (req. for technology purchases)	
<input type="checkbox"/> YES <input type="checkbox"/> NO	Signature of Central Services Director:

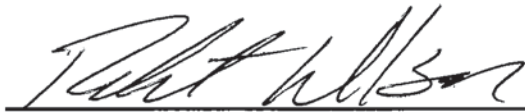
Grays Harbor County
Calendar Year 2019
Digital Submittal Certification
for Forms Due February 1st

The documents checked below are hereby submitted from Grays Harbor County for the review and acceptance of the County Road Administration Board.

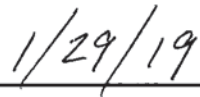
✓ Road Levy Certification for 2019

I hereby certify that the above reports are true and accurate and that I have reviewed, approved, and submitted said reports to the County Road Administration Board in accordance with WAC 136-04. By my signature below, I acknowledge that I am signing all the documents indicated by the checked boxes.

Chair / Executive Signature



Date



County Engineer Signature

Date

Grays Harbor County
Certification of the 2019 Road Levy and Estimated Revenue Produced
WAC 136-150-021

	Total County Valuation: \$6,737,811,989		
	(\$/Thousand)	Road District Valuation	Amount
Highest Lawful Road Levy:	\$2.090854	\$2,955,003,360	\$6,178,482
County Road Levy Shifted to Current Expense (per RCW 84.52.043):	\$0.000000	\$2,955,003,360	\$0
Adjusted Highest Lawful Road Levy:	\$2.090854	\$2,955,003,360	\$6,178,482
Actual Established Road Levy: (Levy Fixed in Accordance with RCW 36.40.090)	\$2.098554	\$2,955,003,360	\$6,201,234

County Road Property Tax Revenues Diverted For Other Unincorporated Purposes in Accordance with
RCW 36.33.220, RCW 39.89, or RCW 84.55.050:

Service to be Provided	Diverted \$/Thousand	Diverted Levy Amount
Total Diverted Road Levy:	\$	\$0
Road Levy Revenue Remaining for Roads (RCW 36.82.040)	\$2.098554	\$6,201,234

Road Funds Budgeted to be used for Traffic Law Enforcement

Traffic Law Enforcement Funded Through Operating Transfer (per agreement):	\$0
Traffic Law Enforcement Funded Through Direct Payment (cost reimbursement):	\$660,000
Total Budgeted Road Fund Expenditures for Traffic Enforcement:	\$660,000

Reporting of Diverted Road Levy and budgeted Road Fund Expenditures for Traffic Law Enforcement amounts are both required in order to ascertain county eligibility for RATA funds. (see WAC 136-150-030)

Note: WAC 136-150-021 provides that "The CRABoard will request that every county legislative authority submit a certification showing the amount of the road levy fixed and the amount, if any, budgeted in accordance with RCW 36.33.220 for traffic law enforcement and/or any other purpose from diverted road levy no later than February 1st of each year".



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

MEETING DATE
2/5/2019 1:00:00 PM

DEPARTMENT: Public Works

DIVISION:
(if applicable)

SUBMITTER: Rob Wilson

AGENDA ITEM TITLE: 2019 Road Levy Digital Submittal Certification

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

The 2019 Road Levy Certification is submitted electronically to CRAB. The attached Digital Submittal Certification is required as part of the submission.

FISCAL IMPACT/FUNDING SOURCE:

RECOMMENDED ACTION:

Sign the Digital Submittal Certification.

[BELOW TO BE COMPLETED BY CLERK OF BOARD]

BOCC ACTION:

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



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

MEETING DATE
2/5/2019 1:00:00 PM

DEPARTMENT: Sheriff

DIVISION:

(if applicable)

SUBMITTER: Rane Farmer

AGENDA ITEM TITLE: Surplus office equipment

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

We currently have office equipment that is no longer working. We are asking permission to surplus those items and have them taken off our inventory.

FISCAL IMPACT/FUNDING SOURCE:

RECOMMENDED ACTION:

Grant permission to surplus office equipment.

[BELOW TO BE COMPLETED BY CLERK OF BOARD]

BOCC ACTION:

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



Grays Harbor County Sheriff's Office

RICHARD R. SCOTT, Sheriff

January 28, 2019

The Honorable Randy Ross, Chairman
Grays Harbor County Board of Commissioners
County Courthouse
Montesano, WA 98563

Dear Chairman Ross:

We are writing to ask permission to surplus the following items that have reached the end of their service life and are currently owned by our office.

ITEM	MODEL	ASSET NUMBER
Microcassette Recorder	Pearlcorder	0961
Microcassette Recorder	Pearlcorder	0971
Headset	Plantronics	
Printer	Brother HL-54500N	1470
Copier	Sharp AR-287	60

Sincerely,

RICK SCOTT, Sheriff
Grays Harbor County

BOARD OF COMMISSIONERS
GRAYS HARBOR COUNTY

Randy Ross, Chairman

Wes Cormier, District 1

Vickie L. Raines, District 3

Attest

Date



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

MEETING DATE
2/5/2019 1:00:00 PM

DEPARTMENT: Sheriff

DIVISION:
(if applicable)

SUBMITTER: Rane Farmer

AGENDA ITEM TITLE: Equitable Sharing Agreement and Certification

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

These funds are received when the Grays Harbor County Drug Task Force assists a federal agency on cases where assets are seized and forfeited. Upon our department's application to the Treasury Department, they determine what portion of the assets we are to receive on each case and distribute them to us when they become available.

FISCAL IMPACT/FUNDING SOURCE:

RECOMMENDED ACTION:

Approve the attached equitable sharing agreement and certification.

[BELOW TO BE COMPLETED BY CLERK OF BOARD]

BOCC ACTION:

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



Grays Harbor County Sheriff's Office

RICHARD R. SCOTT, Sheriff

January 17, 2019

The Honorable Randy Ross, Chairman
Grays Harbor County Board of Commissioners
100 West Broadway Suite 1
Montesano, WA 98563

Dear Chairman Ross,

I have attached the annual certification report to the United States Treasury and Department of Justice for our Federal Equitable Sharing funds. These funds are received when the Grays Harbor County Drug Task Force assists a federal agency on cases where assets are seized and forfeited. Upon our department's application to the Treasury Department, they determine what portion of the assets we are to receive on each case and distribute them to us when they become available. The proceeds are split between the agencies of the Drug Task Force: Aberdeen Police, Hoquiam Police and the Sheriff's Office. We are required to report each year in order to continue to qualify for funds. The fund guidelines strictly limit what the funds can be used for. We received \$16,870.13 and spent \$11,938.27 on Patrol supplies in 2018.

I am required to obtain your authorization to submit the report on the County's behalf and then electronically file the report prior to February 28, 2019. Please sign the original report and return to me in the Sheriff's Office. I can be contacted at manderson@co.grays-harbor.wa.us or 964-1702 if you have any questions.

Sincerely,

RICHARD R. SCOTT, Sheriff
Grays Harbor County

By: *Molly Anderson*
MOLLY T. ANDERSON
Administrative Accountant

100 W. BROADWAY, SUITE 3 * P.O. BOX 630 * MONTESANO, WA 98563 * (360) 249-3711



Equitable Sharing Agreement and Certification



NCIC/ORI/Tracking Number: WA0140000
Agency Name: Grays Harbor County Sheriff
Mailing Address: Po Box 630
Montesano, WA 98563

Type: Sheriff's Office

Agency Finance Contact

Name: Anderson, Molly
Phone: 3609641702

Email: manderson@co.grays-harbor.wa.us

Jurisdiction Finance Contact

Name: Anderson, Molly
Phone: 3609641702

Email: SOACCOUNTING@CO.GRAYS-HARBOR.WA.US

ESAC Preparer

Name: Anderson, Molly
Phone: 3609641702

Email: SOACCOUNTING@CO.GRAYS-HARBOR.WA.US

FY End Date: 12/31/2018

Agency FY 2019 Budget: \$13,410,751.00

Annual Certification Report

Summary of Equitable Sharing Activity		Justice Funds ¹	Treasury Funds ²
1	Beginning Equitable Sharing Fund Balance	\$61,744.96	\$36,157.99
2	Equitable Sharing Funds Received	\$16,870.13	\$0.00
3	Equitable Sharing Funds Received from Other Law Enforcement Agencies and Task Force	\$0.00	\$0.00
4	Other Income	\$0.00	\$0.00
5	Interest Income	\$0.00	\$0.00
6	Total Equitable Sharing Funds Received (total of lines 1-5)	\$78,615.09	\$36,157.99
7	Equitable Sharing Funds Spent (total of lines a - n)	\$11,938.27	\$0.00
8	Ending Equitable Sharing Funds Balance (difference between line 7 and line 6)	\$66,676.82	\$36,157.99

¹Department of Justice Asset Forfeiture Program participants are: FBI, DEA, ATF, USPIS, USDA, DCIS, DSS, and FDA

²Department of the Treasury Asset Forfeiture Program participants are: IRS, ICE, CBP and USSS.

Summary of Shared Funds Spent		Justice Funds	Treasury Funds
a	Law Enforcement Operations and Investigations	\$0.00	\$0.00
b	Training and Education	\$0.00	\$0.00
c	Law Enforcement, Public Safety, and Detention Facilities	\$0.00	\$0.00
d	Law Enforcement Equipment	\$11,938.27	\$0.00
e	Joint Law Enforcement/Public Safety Equipment and Operations	\$0.00	\$0.00
f	Contracts for Services	\$0.00	\$0.00
g	Law Enforcement Travel and Per Diem	\$0.00	\$0.00
h	Law Enforcement Awards and Memorials	\$0.00	\$0.00
i	Drug, Gang, and Other Education or Awareness Programs	\$0.00	\$0.00
j	Matching Grants	\$0.00	\$0.00
k	Transfers to Other Participating Law Enforcement Agencies	\$0.00	\$0.00
l	Support of Community-Based Programs	\$0.00	\$0.00
m	Non-Categorized Expenditures	\$0.00	\$0.00
n	Salaries	\$0.00	\$0.00
Total		\$11,938.27	\$0.00

Equitable Sharing Funds Received From Other Agencies

Transferring Agency Name	Justice Funds	Treasury Funds

Other Income

Other Income Type	Justice Funds	Treasury Funds

Matching Grants

Matching Grant Name	Justice Funds	Treasury Funds

Transfers to Other Participating Law Enforcement Agencies

Receiving Agency Name	Justice Funds	Treasury Funds

Support of Community-Based Programs

Recipient	Justice Funds	

Non-Categorized Expenditures

Description	Justice Funds	Treasury Funds

Salaries

Salary Type	Justice Funds	Treasury Funds

Paperwork Reduction Act Notice

Under the Paperwork Reduction Act, a person is not required to respond to a collection of information unless it displays a valid OMB control number. We try to create accurate and easily understood forms that impose the least possible burden on you to complete. The estimated average time to complete this form is 30 minutes. If you have comments regarding the accuracy of this estimate, or suggestions for making this form simpler, please write to the Asset Forfeiture and Money Laundering Section at 1400 New York Avenue, N.W., Washington, DC 20005.

Privacy Act Notice

The Department of Justice is collecting this information for the purpose of reviewing your equitable sharing expenditures. Providing this information is voluntary; however, the information is necessary for your agency to maintain Program compliance. Information collected is covered by Department of Justice System of Records Notice, 71 Fed. Reg. 29170 (May 19, 2006), JMD-022 Department of Justice Consolidated Asset Tracking System (CATS). This information may be disclosed to contractors when necessary to accomplish an agency function, to law enforcement when there is a violation or potential violation of law, or in accordance with other published routine uses. For a complete list of routine uses, see the System of Records Notice as amended by subsequent publications.

Single Audit Information**Independent Auditor****Name:** Bryson Bristol**Company:** Washington State Auditor**Phone:** 3607255562**Email:** bristolb@sao.wa.gov

Were equitable sharing expenditures included on your jurisdiction's prior fiscal year's Schedule of Expenditures of Federal Awards (SEFA)?

YES ☐ NO ☒

Prior year Single Audit Number Assigned by Harvester Database: 17637720171

Affidavit

Under penalty of perjury, the undersigned officials certify that they have read and understand their obligations under the *Guide to Equitable Sharing for State, Local, and Tribal Law Enforcement Agencies (Guide)* and all subsequent updates, this Equitable Sharing Agreement, and the applicable sections of the Code of Federal Regulations. The undersigned officials certify that the information submitted on the Equitable Sharing Agreement and Certification form (ESAC) is an accurate accounting of funds received and spent by the Agency.

The undersigned certify that the Agency is in compliance with the applicable nondiscrimination requirements of the following laws and their Department of Justice implementing regulations: Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*), Title IX of the Education Amendments of 1972 (20 U.S.C. § 1681 *et seq.*), Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794), and the Age Discrimination Act of 1975 (42 U.S.C. § 6101 *et seq.*), which prohibit discrimination on the basis of race, color, national origin, disability, or age in any federally assisted program or activity, or on the basis of sex in any federally assisted education program or activity. The Agency agrees that it will comply with all federal statutes and regulations permitting federal investigators access to records and any other sources of information as may be necessary to determine compliance with civil rights and other applicable statutes and regulations.

Equitable Sharing Agreement

This Federal Equitable Sharing Agreement, entered into among (1) the Federal Government, (2) the Agency, and (3) the Agency's governing body, sets forth the requirements for participation in the federal Equitable Sharing Program and the restrictions upon the use of federally forfeited funds, property, and any interest earned thereon, which are equitably shared with participating law enforcement agencies. By submitting this form, the Agency agrees that it will be bound by the *Guide* and all subsequent updates, this Equitable Sharing Agreement, and the applicable sections of the Code of Federal Regulations. Submission of the ESAC is a prerequisite to receiving any funds or property through the Equitable Sharing Program.

1. Submission. The ESAC must be signed and electronically submitted within 60 days of the end of the Agency's fiscal year. Electronic submission constitutes submission to the Department of Justice and the Department of the Treasury.

2. Signatories. The ESAC must be signed by the head of the Agency and the head of the governing body. Examples of Agency heads include police chief, sheriff, director, commissioner, superintendent, administrator, county attorney, district attorney, prosecuting attorney, state attorney, commonwealth attorney, and attorney general. The governing body head is the head of the agency that appropriates funding to the Agency. Examples of governing body heads include city manager, mayor, city council chairperson, county executive, county council chairperson, administrator, commissioner, and governor. The governing body head cannot be an official or employee of the Agency and must be from a separate entity.

3. Uses. Shared assets must be used for law enforcement purposes in accordance with the *Guide* and all subsequent updates, this Equitable Sharing Agreement, and the applicable sections of the Code of Federal Regulations.

4. Transfers. Before the Agency transfers funds to other state or local law enforcement agencies, it must obtain written approval from the Department of Justice or Department of the Treasury. Transfers of tangible property are not permitted. Agencies that transfer or receive equitable sharing funds must perform sub-recipient monitoring in accordance with the Code of Federal Regulations.

5. Internal Controls. The Agency agrees to account separately for federal equitable sharing funds received from the Department of Justice and the Department of the Treasury, funds from state and local forfeitures, joint law enforcement operations funds, and any other sources must not be commingled with federal equitable sharing funds.

The Agency certifies that equitable sharing funds are maintained by the entity that maintains the Agency's appropriated or general funds and agrees that the funds will be subject to the standard accounting requirements and practices employed by the Agency's jurisdiction in accordance with the requirements set forth in the *Guide*, any subsequent updates, and the Code of Federal Regulations, including the requirement to maintain relevant documents and records for five years.

The misuse or misapplication of equitably shared funds or assets or supplantation of existing resources with shared funds or assets is prohibited. The Agency must follow its jurisdiction's procurement policies when expending equitably shared funds. Failure to comply with any provision of the *Guide*, any subsequent updates, and the Code of Federal Regulations may subject the Agency to sanctions.

6. Single Audit Report and Other Reviews. Audits shall be conducted as provided by the Single Audit Act Amendments of 1996 and OMB Uniform Administrative Requirements, Costs Principles, and Audit Requirements for Federal Awards. The Agency must report its equitable sharing expenditures on the Schedule of Expenditures of Federal Awards (SEFA) under Catalog of Federal Domestic Assistance number 16.922 for Department of Justice and 21.016 for Department of the Treasury. The Department of Justice and the Department of the Treasury reserve the right to conduct audits or reviews.

7. Freedom of Information Act (FOIA). Information provided in this Document is subject to the FOIA requirements of the Department of Justice and the Department of the Treasury. Agencies must follow local release of information policies.

8. Waste, Fraud, or Abuse. An Agency or governing body is required to immediately notify the Money Laundering and Asset Recovery Section of the Department of Justice and the Executive Office for Asset Forfeiture of the Department of the Treasury of any allegations or theft, fraud, waste, or abuse involving federal equitable sharing funds.

Civil Rights Cases

During the past fiscal year: (1) has any court or administrative agency issued any finding, judgment, or determination that the Agency discriminated against any person or group in violation of any of the federal civil rights statutes listed above; or (2) has the Agency entered into any settlement agreement with respect to any complaint filed with a court or administrative agency alleging that the Agency discriminated against any person or group in violation of any of the federal civil rights statutes listed above?

☐ Yes ☒ No

Agency Head

Name: SCOTT, RICK

Title: SHERIFF

Email: RSCOTT@CO.GRAYS-HARBOR.WA.US

Signature:  Date: 01-17-2019

To the best of my knowledge and belief, the information provided on this ESAC is true and accurate and has been reviewed and authorized by the Law Enforcement Agency Head whose name appears above. Entry of the Agency Head name above indicates his/her agreement to abide by the Guide, any subsequent updates, and the Code of Federal Regulations, including ensuring permissibility of expenditures and following all required procurement policies and procedures.

Governing Body Head

Name: ROSS, RANDY

Title: COMMISSIONER

Email: RROSS@CO.GRAYS-HARBOR.WA.US

Signature: _____ Date: _____

To the best of my knowledge and belief, the Agency's current fiscal year budget reported on this ESAC is true and accurate and the Governing Body Head whose name appears above certifies that the agency's budget has not been supplanted as a result of receiving equitable sharing funds. Entry of the Governing Body Head name above indicates his/her agreement to abide by the policies and procedures set forth in the Guide, any subsequent updates, and the Code of Federal Regulations.

☐ I certify that I have obtained approval from and I am authorized to submit this form on behalf of the Agency Head and the Governing Body Head.

Mailer

Monthly Report

Grays Harbor County Treasurers Office

Fund: 108 200 000

Federal Equitable Sharing

Month: December, 2018

Balance From Last Report		\$112,834.81
Tax Collections	\$0.00	
Miscellaneous Receipts	\$0.00	
Transfers - Credits	\$0.00	
Total Credits		\$0.00
Warrants Redeemed	\$0.00	
Bonds Redeemed		
Interest Paid		
Remittances	\$0.00	
Transfers - Debits	(\$10,000.00)	
Total Debits		(\$10,000.00)
Cash Balance		\$102,834.81
		=====

Investments:

Investments Beginning of Month	\$0.00
Investments Made	\$0.00
Investments Matured	\$0.00
Investments End of Month	\$0.00
	=====

0.*

66,676.82+
36,157.99+
102,834.81+*

Contract Number: K2258

**INTERAGENCY AGREEMENT
BETWEEN
WASHINGTON STATE DEPARTMENT OF AGRICULTURE
AND
GRAYS HARBOR COUNTY
AND ITS AGENT
GRAYS HARBOR COUNTY NOXIOUS WEED CONTROL BOARD**

WSDA
OCT 08 2018

THIS AGREEMENT is made and entered into by and between the Washington State Department of Agriculture (WSDA) and Grays Harbor County and its agent, Grays Harbor County Noxious Weed Control Board.

IT IS THE PURPOSE OF THIS AGREEMENT to provide Grays Harbor County and its agent, Grays Harbor County Noxious Weed Control Board, funding to support the development of an invasive knotweed control program within Grays Harbor County.

THEREFORE, IT IS MUTUALLY AGREED THAT:

STATEMENT OF WORK

Grays Harbor County through its agent, Grays Harbor County Noxious Weed Control Board, shall furnish the necessary personnel, equipment, material and/or service(s) and otherwise do all things necessary for or incidental to the performance of the work set forth in Attachment "A" which is attached hereto and incorporated herein.

PERIOD OF PERFORMANCE

Regardless of the date of signature and subject to its other provisions, this Agreement shall begin on August 1, 2018 and end on June 30, 2019, unless terminated sooner or extended by WSDA as provided herein.

PAYMENT

Compensation for the work provided in accordance with this Agreement has been established under the terms of RCW 39.34.130. The parties have determined that the cost of accomplishing the work herein will not exceed \$3,000.00. Only reasonable costs identified in Attachment "A", incurred directly related to the Grays Harbor County Knotweed Control and Eradication Program, will be reimbursed to Grays Harbor County under this Agreement.

Payment for satisfactory performance of the work shall not exceed this amount unless the parties mutually agree in writing to a higher amount prior to the commencement of any work that will cause the maximum payment to be exceeded. Compensation for service(s) shall be as set forth in accordance with the budget in Attachment "B" which is attached hereto and incorporated herein.

BILLING PROCEDURE

Grays Harbor County shall submit properly completed invoices quarterly to the WSDA Agreement administrator. Reference WSDA Contract Number K2258 on all invoices. Payment to Grays Harbor County for approved and completed work will be made by warrant or account transfer by WSDA within 30 days of receipt of the properly completed invoice. Upon expiration of the Agreement, any claim for payment not already made shall be submitted within 30 days after the expiration date or the end of the fiscal year, whichever is earlier. **In no case can this be more than 10 days past the end of the biennium.**

Contract Number: K2258**RECORDS MAINTENANCE**

The parties to this Agreement shall each maintain books, records, documents and other evidence that sufficiently and properly reflect all direct and indirect costs expended by either party in the performance of the services described herein. Documents must also support performance and costs of any nature expended in the performance of this Agreement. These records shall be subject to inspection, review or audit by personnel of both parties, other personnel duly authorized by either party, the Office of the State Auditor, and federal officials so authorized by law. All books, records, documents and other material relevant to this Agreement will be retained for six years after expiration of the Agreement and the Office of the State Auditor, federal auditors and any persons duly authorized by the parties shall have full access and the right to examine any of these materials during this period.

Records and other documents, in any medium, furnished by one party to this Agreement to the other party, will remain the property of the furnishing party, unless otherwise agreed. The receiving party will not disclose or make available this material to any third parties without first giving notice to the furnishing party and giving it a reasonable opportunity to respond, consistent with applicable laws. Each party will utilize reasonable security procedures and protections to assure that records and documents provided by the other party are not erroneously disclosed to third parties.

RIGHTS IN DATA

Unless otherwise provided, data that originates from this Agreement shall be "works for hire" as defined by the U.S. Copyright Act of 1976 and shall be owned by WSDA. Data shall include, but not be limited to, reports, documents, pamphlets, advertisements, books, magazines, surveys, studies, computer programs, films, tapes and/or sound reproductions. Ownership includes the right to copyright, patent, register, and the ability to transfer these rights.

INDEPENDENT CAPACITY

The employees or agents of each party who are engaged in the performance of this Agreement shall continue to be employees or agents of that party and shall not be considered for any purpose to be employees or agents of the other party.

AGREEMENT ALTERATIONS AND AMENDMENTS

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

TERMINATION

Either party may terminate this Agreement upon 30 days' prior written notification to the other party. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of the Agreement prior to the effective date of termination.

TERMINATION FOR CAUSE

If for any cause, either party does not fulfill in a timely and proper manner its obligations under this Agreement, or if either party violates any of these terms and conditions, the aggrieved party will give the other party written notice of such failure or violation. The responsible party will be given the opportunity to correct the violation or failure within 15 working days of receipt of written notice. If the failure or violation is not corrected, this Agreement may be terminated immediately upon receipt of written notice of the aggrieved party to the other.

Contract Number: K2258**CONFLICT OF INTEREST**

WSDA may, by written notice to Grays Harbor County, terminate this Agreement if it is found after due notice and examination by the Director of the Department of Agriculture, and/or the designee authorized in writing to act on the Director's behalf, that there is a violation of the State Ethics Law, chapter 42.52 RCW; chapter 42.23 RCW; or any similar statute involving Grays Harbor County in the procurement of or performance under this Agreement. Unless stated otherwise, the signatory of this Agreement is the Director's designee.

In the event this Agreement is terminated as provided above, WSDA shall be entitled to pursue the same remedies against Grays Harbor County and its agent, Grays Harbor County Noxious Weed Control Board, as it could pursue in the event of a breach of the Agreement by Grays Harbor County or its agent, Grays Harbor County Noxious Weed Control Board. The rights and remedies of WSDA provided for in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law. The existence of facts upon which the Director of the Department of Agriculture, and/or the designee authorized in writing to act on the Director's behalf, makes any determination under this clause shall be an issue and may be reviewed as provided in the "Disputes" clause of this Agreement.

DISPUTES

In the event that a dispute arises under this Agreement, it shall be determined by a Dispute Board in the following manner: Each party to this Agreement shall appoint one member to the Dispute Board. The members so appointed shall jointly appoint an additional member to the Dispute Board. The Dispute Board shall review the facts, agreement terms and applicable statutes and rules and make a determination of the dispute. The determination of the Dispute Board shall be final and binding on the parties hereto.

LICENSING, BONDING, INDUSTRIAL INSURANCE AND OTHER INSURANCE COVERAGE

Grays Harbor County and its agent, Grays Harbor County Noxious Weed Control Board, shall ensure that all contractors hired to perform services under this Agreement shall comply with all applicable licensing and bonding requirements for the type of service to be performed, and with the provisions of Title 51, Industrial Insurance. Grays Harbor County and its agent, Grays Harbor County Noxious Weed Control Board, shall also ensure that all contractors provide proof of an adequate amount of commercial general liability insurance coverage for the activities to be performed under any subcontract.

GOVERNANCE

This Agreement is entered into pursuant to and under the authority granted by the laws of the state of Washington and any applicable federal laws. The provisions of this Agreement shall be construed to conform to those laws. In the event of a lawsuit involving this contract, venue shall be proper only in Thurston County, Washington.

In the event of an inconsistency in the terms of this Agreement, or between its terms and any applicable statute or rule, the inconsistency shall be resolved by giving precedence in the following order:

- a. Applicable state and federal statutes and rules;
- b. Plan of Work (Attachment A);
- c. Budget (Attachment B);
- d. Permission to Enter Private Land and Waiver of Liability (Attachment C); and

Contract Number: K2258

- e. Any other provisions of the Agreement, including material incorporated by reference.

ASSIGNMENT

Grays Harbor County and its agent, Grays Harbor County Noxious Weed Control Board, are responsible for ensuring that all terms, conditions, assurances and certifications set forth in this Agreement are carried forward to any subcontracts. In no event shall the existence of any subcontract operate to release or reduce the liability of Grays Harbor County and its agent, Grays Harbor County Noxious Weed Control Board, to WSDA for any breach in the performance of Grays Harbor County and its agent Grays Harbor County Noxious Weed Control Board's duties.

WAIVER

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

SEVERABILITY

If any provision of this Agreement or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Agreement which can be given effect without the invalid provision, if such remainder conforms to the requirements of applicable law and the fundamental purpose of this Agreement, and to this end the provisions of this Agreement are declared to be severable.

ALL WRITINGS CONTAINED HEREIN

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

CONTRACT MANAGEMENT

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

The Agreement administrator for WSDA is:

James Marra, Ph.D.
Pest Program Manager
Washington State Dept. of Agriculture
Plant Protection Division
PO Box 42560
Olympia, Washington 98504-2560
(360) 902-2071
jmarra@agr.wa.gov

The Agreement administrator for Grays Harbor County is:

Kiley Smith, Coordinator
Grays Harbor Noxious Weed Control Board
32 Elma McCleary Rd.
Elma, WA 98541
(360) 482-2934
kiley.smith2@wsu.edu

Contract Number: K2258

ATTACHMENT B
Budget
Grays Harbor County
and its agent Grays County Noxious Weed Control Board
Knotweed Control Project
August 1, 2018 to June 30, 2019

Total payment to the Grays Harbor County and its agent Grays Harbor County Noxious Weed Control Board will not exceed \$3,000.00 in fiscal biennium 2019 (i.e., July 1, 2017 through June 30, 2019).

1. Salaries and benefits.....	\$2,000.00
3. Supplies, equipment, and travel.....	\$900.00
4. Indirect.....	\$100.00

TOTAL:\$3,000.00

Reimbursement for travel expenditures shall not exceed allowable costs as set forth in Washington State travel regulations, contained in the Office of Financial Management State Administrative and Accounting Manual, Chapter 10, Section 90.

Contract Number: K2258**Work Crew and Work Hours:**

The knotweed control crew will work or be under contract with the county noxious weed control board during the specified period, dedicating their time to controlling knotweed in the project area.

The control crew will have one crew leader who will be responsible for coordinating the crew's work, and who will maintain ongoing contact with the county noxious weed coordinator and the WSDA Knotweed Control Coordinator.

Equipment:

The knotweed control crew will use all available tools for control, including manual controls and herbicide applications, to control knotweed infestations in Grays Harbor County. The control crew may use equipment provided by other agencies, provided the county noxious weed coordinator and the WSDA Knotweed Control Coordinator agree to the usage of the equipment and materials.

Program Needs Provided by WSDA:

WSDA may furnish the knotweed control crew with herbicide, public information fliers, public notification signs, and other equipment as the WSDA Knotweed Control Coordinator deems necessary. All unexpended items remain the property of WSDA.

Expenditures:

The funds provided for the county knotweed control crew will primarily go towards salaries and benefits, travel, supplies and equipment expenses for the crewmembers. All supplies furnished by WSDA will be used in Washington State and under the supervision of county personnel. An inventory list will be furnished to WSDA upon request. Items such as computer programs, models, food and beverage, or other costs not specified in this document will not be reimbursed unless the expenditure is specifically authorized in advance in writing by WSDA.

Coordination:

The Grays Harbor County Knotweed Control Program will be coordinated with state, local and private control efforts.

Deliverables:

The county noxious weed coordinator will submit a written report to the WSDA Agreement administrator, documenting the work conducted in Grays Harbor County, as follows: A season ending report is due December 1, 2018, which will include the following: date(s) of control activities, map of project area(s), the type of control conducted, difficulties encountered, solid acres of knotweed treated, acres of knotweed protected, number of river miles worked, number of landowners assisted, and photo documentation of selected sites, including before and after treatment photos. The county noxious weed coordinator will supply WSDA with all geographic information system data that is generated as a result of this Agreement. Final payment under this Agreement will not be made until the season ending report is accepted by WSDA.

These deliverables are separate from and in addition to any reporting requirements associated with limited agent status under WSDA's Aquatic Noxious Weed Control NPDES General Permit coverage.

ATTACHMENT A
Plan of Work
Grays Harbor County
and its agent Grays Harbor County Noxious Weed Control Board
Project for Knotweed Control
August 1, 2018 to June 30, 2019

County Knotweed Control Criteria:

Grays Harbor County through its agent, Grays Harbor County Noxious Weed Control Board, will begin development of a knotweed control program to conduct control work on knotweed infestations located within the riparian corridors of Grays Harbor County and may provide assistance to the knotweed control programs within Jefferson and Clallam Counties. The control of any knotweed species not located in a riparian corridor requires written permission from the WSDA knotweed coordinator prior to any treatments or work completed. Work completed in these areas will utilize funding allotted by the state legislature for control of knotweed species during the 2018-2019 state fiscal biennium. Control shall include field survey directly associated with areas to be treated.

Minimum work specifications: workers will be hired or contracted to treat knotweed infestations known or discovered in the area identified above. Grays Harbor County knotweed control employees or contractors will use an integrated weed management approach, in conjunction with the best management practice for the control of invasive knotweed species. All control methods will be employed consistent with the laws, rules and regulations of Washington State, Grays Harbor County (as applicable), Clallam County (as applicable), Jefferson County (as applicable), the *Noxious Emergent Plant Management Environmental Impact Statement* (EIS) first published in November 1993, and all subsequent amendments to the EIS.

Grays Harbor County, or subcontractors to Grays Harbor County, must enter into a contract with WSDA under which Grays Harbor County, or subcontractors to Grays Harbor County, act as limited agents to carry out noxious and quarantine weed control for WSDA under the "Aquatic Noxious Weed Control National Pollutant Discharge Elimination System Waste Discharge General Permit" (NPDES permit) prior to the performance of any activity pursuant to this Agreement that discharges herbicides directly into streams or rivers, or indirectly into streams, rivers, estuaries, wetlands, along lake shorelines, or in other wet areas. Herbicide treatments may only occur at times allowed under provisions of the NPDES permit and must comply with conditions specified in such permit.

The crew will work closely with the county noxious weed coordinator and the WSDA Knotweed Control Coordinator, and be active in the field from August 1, 2018 to June 30, 2019, as allowed by the variable growth season of knotweed and any required preparation or conclusion times. Work will only take place on property for which the Grays Harbor County Noxious Weed Control Board has obtained prior written permission for entry and treatment, utilizing the permission form provided by WSDA (Attachment C) or any applicable permission form approved by WSDA, from the landowner or tenant. Grays Harbor County Noxious Weed Control Board will also provide access to these properties for the WSDA Knotweed Control Coordinator. Changes made to any permission form must be approved by WSDA prior to the performance of any work on that property undertaken under terms of this Agreement.

Contract Number: K2258

All communications between the parties relating to this Agreement and any billings and payments will be directed to those persons. Either party may change administrators by notifying the other in writing.

IN WITNESS WHEREOF, the parties have executed this Agreement.

STATE OF WASHINGTON
DEPT. OF AGRICULTURE

GRAYS HARBOR COUNTY

By:

Title:

Date:

By:

Title:

Date:

By:

Title:

Date:

By:

Title:

Date:

Asst. Director Brand W. H. H. H.

26 Sept 2018

Grace Stiller

Board Chair District #4

9/19/2018

Louis Mesmer

Board member

9-19-18



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

MEETING DATE
2/5/2019 1:00:00 PM

DEPARTMENT: WSU Extension/Noxious Weed
DIVISION: (if applicable)
SUBMITTER: Sue Sparkman
AGENDA ITEM TITLE: WSDA-Noxious Weed Reimbursement Agreement
<p>EXPLANATION OF REQUEST: <i>(include dates, important information and summary)</i></p> <p>Washington State Dept. of Agriculture (WSDA) offered funding to support the development of an invasive knotweed control program in Grays Harbor County via a reimbursement agreement that runs from August 1, 2018 – June 30, 2019 unless terminated sooner or extended by the WSDA. The Grays Harbor County Noxious Weed Control Board approved and signed the agreement in September 2018. We respectfully request the Board of County Commissioners approve and sign the current agreement.</p> <p>Norma Tillotson, Deputy Prosecuting Attorney, created a resolution to ratify this agreement. It was attached to our request on January 23, 2019.</p>
<p>FISCAL IMPACT/FUNDING SOURCE:</p> <p>General Fund/Noxious Weed Budget</p>
<p>RECOMMENDED ACTION:</p> <p>Request approval and signature of the current agreement with WSDA</p>

[BELOW TO BE COMPLETED BY CLERK OF BOARD]

BOCC ACTION:

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

GRAYS HARBOR COUNTY RESOLUTION NO. 2019-_____

A RESOLUTION OF THE GRAYS HARBOR COUNTY BOARD OF COMMISSIONERS RATIFYING 2018 INTERAGENCY AGREEMENT BETWEEN WASHINGTON STATE DEPARTMENT OF AGRICULTURE AND GRAYS HARBOR COUNTY AND ITS AGENT GRAYS HARBOR COUNTY NOXIOUS WEED CONTROL BOARD SIGNED BY MEMBERS OF GRAYS HARBOR NOXIOUS WEED BOARD

WHEREAS, the Grays Harbor County Noxious Weed Board has entered into an interagency agreement dated September 26, 2018, with the Washington State Department of Agriculture for grant funding to support the development of an invasive knotweed control program within Grays Harbor County; and

WHEREAS, the Grays Harbor County Board of Commissioners desires to ratify the 2018 interagency agreement with the Washington State Department of Agriculture,

NOW THEREFORE, BE IT HEREBY RESOLVED by the Grays Harbor County Board of Commissioners that the 2018 Interagency Agreement with the Washington State Department of Agriculture for grant funding to support the development of an invasive knotweed control program within Grays Harbor County is hereby ratified.

ADOPTED this _____ day of _____, 2018.

**BOARD OF COMMISSION
GRAYS HARBOR COUNTY**

Randy Ross, Chair, Commissioner

Wes Cormier, Commissioner

Vickie L. Raines, Commissioner

ATTEST:

Approved as to form:

Jenna Amsbury, Clerk of the Board

Deputy Prosecuting Attorney

Resolution No. 2019-_____



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

MEETING DATE
2/5/2019 9:00:00 AM

DEPARTMENT: WSU Extension/Noxious Weed
DIVISION: <i>(if applicable)</i>
SUBMITTER: Sue Sparkman
AGENDA ITEM TITLE: Update Interagency Agreement and 2019 MOA with WSU
EXPLANATION OF REQUEST: <i>(include dates, important information and summary)</i> Update of Interagency Agreement (most recent from 1997 is attached) 2019 MOA between Grays Harbor County and Washington State University
FISCAL IMPACT/FUNDING SOURCE: County General Fund, 2019 Approved Budget
RECOMMENDED ACTION: Signed approval requested

[BELOW TO BE COMPLETED BY CLERK OF BOARD]

BOCC ACTION:

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

MEMORANDUM OF AGREEMENT**Between****WASHINGTON STATE UNIVERSITY COOPERATIVE EXTENSION****And****GRAYS HARBOR COUNTY****I. Background**

The mission of Washington State University Cooperative Extension (WSU-CE) is to assist the people of Washington State in making informed decisions through research and experience-based educational programs, to improve agriculture and natural resources, to improve capabilities of individuals and families, to aid communities in developing and adapting to changing conditions, and to provide developmental opportunities for youth. WSU-CE conducts educational programs throughout the state of Washington. Faculty members and support staff are employed to plan, conduct, and evaluate these programs. Counties maintain close coordination and cooperation with WSU-CE to provide clientele with educational programs.

II. Purpose

The purpose of this agreement is to formalize the longstanding relationships between WSU-CE and Grays Harbor County. This also continues a longstanding, joint funding relationship for county/area Extension faculty and designated support staff. It is the intent of this Memorandum of Agreement to provide clientele in Grays Harbor County with educational programming to better improve capabilities of individuals and families, to aid communities in developing and adapting to changing conditions, to improve agriculture and natural resources, and to provide developmental opportunities for youth. The 4-H program is a longstanding youth outreach of WSU-CE jointly conducted with Grays Harbor County.

III. Duties of WSU-CE

Under the terms of this Memorandum of Agreement, WSU-CE agrees to:

- A. Provide Grays Harbor County access to all programs available through WSU-CE.
- B. Submit to Grays Harbor County at the beginning of each quarter a quarterly invoice for one-fourth (1/4) of the amount appearing in Appendix A of this agreement.

Billings will not be itemized.

- C. Submit to Grays Harbor County a work plan indicating the programs and services that will be offered and conducted. The plan shall include, at a minimum, specific programs and services and an estimate of resources (personnel and funding) devoted to each of the programs and services. The plan shall be submitted to the Grays Harbor County Board of Commissioners by September 1 of the year prior to the year for which funding is sought.

IV. Duties of Grays Harbor County

Under the terms of this agreement, Grays Harbor County agrees:

- A. To provide funding for WSU-CE each year for access to the programs and services contained in the WSU-CE/Grays Harbor work plan. Funding will be provided each year as set forth on Appendix A. Notice of preliminary budget review will occur by October 31 of the current year for the following year's programming.
- B. To promptly pay the invoice from WSU-CE. Payment will be made within 30 days of receipt of invoice from WSU-CE. Total payments will not exceed the amount listed in Appendix A. This is a firm fixed-price agreement. Grays Harbor County may request reasonable financial reports and/or inspections upon thirty (30) days written notice. Any funds remaining will be used in furtherance of WSU-CE programs.
- C. To furnish office facilities including all utilities (heat, air conditioning, lights, water, sewer, garbage, etc.) for agents and support staff as Grays Harbor County deems necessary and appropriate. Grays Harbor County shall furnish these facilities as it deems fit and in its discretion, including without limitation, determination of location, costs and size of the facilities. WSU-CE may decline to use such facilities offered by the County and the County shall not be required to furnish other or additional facilities.
- D. Grays Harbor County will maintain an operations budget as set forth in Appendix B.

V. Mutual Duties

Under the terms of this agreement, WSU-CE and Grays Harbor County mutually agree that:

- A. Programs provided may be under the leadership of county educators; Cooperative Extension specialists;

Cooperative Extension program assistants; or support staff.

- B. This memorandum of agreement may be terminated by either party upon 120 days notice. Notice to terminate must be in writing and 120 days notice starts upon receipt of notice.
- C. This memorandum of agreement may be modified in writing by either party. Oral agreements shall not be binding.
- D. This memorandum of agreement is effective January 1, 1997 and continues in effect until terminated in writing by either party according to Paragraph V.B.
- E. That the funds allocated to this agreement in Appendix A may be used for salaries, wages, employee benefits, goods and services, travel, telephone costs including line rental and long distance charges, and equipment. Equipment purchases do not require approval from Grays Harbor County. Title to any equipment purchased by WSU-CE under this agreement rests with WSU-CE. Indirect costs will not be allowed.
- F. If adequate office facilities as designated in Paragraph IV.C. cannot be agreed to, then WSU-CE may notify Grays Harbor County of its decision to use alternate facilities at its own expense, such notification must occur prior to the submission of the work plan and will be effective for the following year.
- G. This agreement shall not be assigned by WSU-CE without prior approval in writing by Grays Harbor County.
- H. The nondiscrimination clause contained in section 202, Executive Order 11246, as amended by Executive Order 11375, relative to Equal Employment Opportunity for all persons without regard to race, color, religion, sex, or national origin, and the implementing rules and regulations prescribed by the Secretary of Labor are incorporated herein.
- I. Washington State University agrees to defend, indemnify, and hold harmless Grays Harbor County from any claims, damages, losses, and costs, arising from Washington State University's negligence or breach of its obligations under this Agreement; provided, that nothing herein shall require Washington State University to indemnify Grays Harbor County against and hold harmless Grays Harbor County from claims, demands, or suits based on the negligence of Grays Harbor County, its agents, officers or employees; and provided further, that if the claims or suits are caused by or result from the concurrent negligence of Washington

State University and Grays Harbor County, this indemnity provision shall be valid and enforceable to the extend of Washington State University's negligence.

- J. Grays Harbor County agrees to defend, indemnify, and hold harmless Washington State University from any claims, damages, losses, and costs, arising from Grays Harbor County's negligence or breach of its obligations under this Agreement; provided, that nothing herein shall require Grays Harbor County to indemnify Washington State University against and hold harmless Washington State University from claims, demands, or suits based on the negligence of Washington State University, its agents, officers or employees; and provided further, that if the claims or suits are caused by or result from the concurrent negligence of Washington State University and Grays Harbor County, this indemnity provision shall be valid and enforceable to the extend of Grays Harbor County's negligence.
- K. All official notices required under this agreement shall be given as follows:

1. Notice to WSU-CE:

Carol A. Pinch or Director
CAHE Budget and Resource Planning
P.O. Box 626421
Pullman, Washington 99164-6241

2. Notice to Grays Harbor:

Board of Commissioners
P.O. Box 350
Montesano, Washington 98563

and to:

Joseph P. Kropf or Area Chairman
WSU Grays Harbor County Cooperative
Extension
P.O. Box 552
Montesano, Washington 98563

This agreement is effective this 1st day of January, 1997.

[Signatures to Follow]

WASHINGTON STATE UNIVERSITY

GRAYS HARBOR COUNTY
BOARD OF COMMISSIONERS

Harry B. Burcalow 6-12-97
Harry B. Burcalow DATE

Robert Paylor, Chairman DATE

Carol Zuchies 7/9/97
Carol Zuchies, Director DATE
Office of Grant and Research
Development

Dick Dixon
Dick Dixon, Commissioner DATE

Bob Beerbower
Bob Beerbower, Commissioner DATE

Attest:

Sandi Daniels
Sandi Daniels, Clerk to
the Board

INTERAGENCY AGREEMENT

Between

WASHINGTON STATE UNIVERSITY EXTENSION

And

GRAYS HARBOR COUNTY

I. Mission Statement

Washington State University Extension engages people, organizations and communities to advance knowledge, economic well-being and quality of life by fostering inquiry, learning, and the application of research. This mission is carried out using research and experience-based educational programs from colleges and departments dispersed throughout the WSU system, which address important issues and needs of individuals and communities in all 39 counties in the state of Washington. WSU Extension is enabled for this task as the Land Grant Institution for Washington through partnerships with county, state, and federal governments.

II. Purpose

The purpose of this agreement is to formalize the longstanding relationships between Washington State University Extension and County Government. This also continues a longstanding, joint funding relationship for county/area Extension faculty and designated support staff. This agreement conforms to the standards for interagency agreements set forth in RCW 39.34.130.

III. Under terms of this Interagency Agreement, Washington State University Extension agrees to:

- A. Recruit, employ and establish salaries for county/area Extension Educators and designated WSU support staff for County.
- B. Assure that salary increase monies will be available for Extension Educators and designated support staff based on criteria established by the Washington State Legislature and Washington State University President.
- C. Supplement the funds received from the county professional services contract and pay salary and fringe benefits for each county/area Extension Educator and designated staff members.
- D. Submit to the County at the beginning of each month an invoice for ½ of the contract amount. Current monthly invoice to be billed by the 10th and payable on the 25th of the month, or on a schedule mutually agreed upon between WSU and the County. This is a fixed price agreement.

- E. In cases where position vacancies occur due to separations during a contract period, the counties will be invoiced to cover the county portion of annual leave and sick leave payout.
- F. Provide fringe benefits to county/area Extension Educators as outlined in the WSU Faculty Manual and provide fringe benefits to support staff as specified by the applicable agreement, policy, or law.
- G. Grant annual leave, sick leave, professional leave, other leave and holidays as outlined in the WSU Faculty Manual for county/area Extension Educators or by the applicable agreement, policy, or law for jointly funded or fully WSU funded support staff.
- H. Provide in-service education for county/area Extension faculty members.

IV. Under terms of this Interagency Agreement, County will:

- A. Pay the amount agreed upon monthly, or as mutually agreed upon, to Washington State University for Extension education services to be rendered in County. This professional services contract, is known as a fixed price "Appendix A" to this agreement, shall be for a term of one calendar year and will be negotiated prior to the beginning of each calendar year.
- B. Promptly pay the invoice voucher from Washington State University. Current month invoice to be billed by the 10th and payable on the 25th of the month, or on a schedule mutually agreed upon between WSU and the County. This is a fixed price agreement.
- C. The county agrees to pay the "county portion" of accumulated leave payments for contracted personnel due to separation.
- D. Contingent upon approval of the Board of County Commissioners or County Executive, the county will continue to support contracted personnel on professional or retraining leave.
- E. Furnish office facilities for faculty and support staff.
- F. Provide an adequate operating budget to carry out Extension educational programs for citizens of the County. This budget will cover secretarial and support staff salaries not covered by this Agreement and telephone, office equipment, teaching and office supplies and travel costs.
- G. Provide interagency agreement for use/rental of Fairgrounds meeting space/buildings at the established rate as available.

V. Washington State University and County jointly agree that:

- A. Additional program support staff positions may be employed and fully funded by either party to assist in carrying out Extension educational programs in the County.

- B. This Interagency Agreement is effective upon being signed by appropriate representatives of the two organizations. It may be periodically reviewed and amended or supplemented as may be mutually agreed upon in writing.

VI. Terms of Modification or Termination of this Agreement:

- A. This Interagency Agreement may be modified by the parties when mutually agreed upon in writing. This Agreement shall continue in effect until terminated following mutual discussion and agreement. Should the parties be unable to agree on the level of support for professional services of Extension Educators and jointly funded staff in an upcoming contract period specified in Appendix A to this document, either party may terminate the contract. However, written notice of termination must be received before October 1 for termination effective January 1 of the next year.

VII. Records Retention

- A. Both Washington State University and the County will maintain records which are sufficient and properly reflect all costs incurred under terms of this Interagency Agreement. These records will be retained as set forth in the applicable retention schedule or six years, whichever is less.

APPROVED:

Michael J. Gaffney
Acting Director
WSU Extension

Randy Ross, Chair
Grays Harbor County Board of Commissioners

Daniel G. Nordquist
AVPRA/Director
Office of Research Services and Operations

Attest:

Jenna Amsbury
Clerk of the Board
Grays Harbor County

MEMORANDUM OF AGREEMENT

Between

WASHINGTON STATE UNIVERSITY EXTENSION

And

GRAYS HARBOR COUNTY

APPENDIX A

The following funds will be provided under this Memorandum of Agreement for the period January 1, 2019 through December 31, 2019 to provide WSU Extension programs.

TOTAL \$189,111.00

Michael J. Gaffney Date
Acting Director
WSU Extension

Randy Ross, Chairman Date
District 2

Wes Cormier, Commissioner Date
District 1

Daniel G. Nordquist Date
Associate Vice President
Office of Research Support & Operations

Vickie L. Raines, Commissioner Date
District 3

Attest:

Jenna Amsbury Date
Clerk of the Board
Grays Harbor County



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

MEETING DATE
2/5/2019 1:00:00 PM

DEPARTMENT: Commissioners
DIVISION: <i>(if applicable)</i>
SUBMITTER: Jenna Amsbury
AGENDA ITEM TITLE: Resolution re: I-1639
EXPLANATION OF REQUEST: <i>(include dates, important information and summary)</i> <p>Resolution opposing implementation of Washington State Initiative I-1639, or any trailer bill or any bill similar thereto which restricts the Individual rights of United States Citizens as protected by the Second Amendment of the United States Constitution or Art. I, Section 24 of the Washington State Constitution. The County Sheriff is agreement with the Resolution.</p>
FISCAL IMPACT/FUNDING SOURCE: <p>None</p>
RECOMMENDED ACTION: <p>Approve</p>

[BELOW TO BE COMPLETED BY CLERK OF BOARD]

BOCC ACTION:

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

Grays Harbor County
RESOLUTION NO. _____

Resolution opposing implementation of Washington State Initiative I-1639, or any trailer bill or any bill similar thereto which restricts the Individual rights of United States Citizens as protected by the Second Amendment of the United States Constitution or Art. I, Section 24 of the Washington State Constitution.

WHEREAS, the Right of the People to Keep and Bear Arms is guaranteed as an Individual Right under the Second Amendment to the United States Constitution and under Article I, Section 24 of the Constitution of the State of Washington; and

WHEREAS, the Right of the People to Keep and Bear Arms for defense of Life, Liberty, and Property is regarded as an Inalienable Right by the residents of Grays Harbor County, Washington, and:

WHEREAS, the residents of Grays Harbor County derive economic benefit from all safe forms of firearms recreation, hunting, and shooting conducted within the County using all types of firearms allowable under federal and state constitutions; and

WHEREAS, any provision or application of I-1639, and any trailer bill, or any bill similar thereto, which restricts the individual rights of United States Citizens as protected by the United States Constitution and the Washington State Constitution will create economic hardship on lawfully owned and operated, small business firearm dealerships; will create undue burdens and price increases on persons to lawfully purchase firearms; will have a direct negative impact on local economies through job loss and sales tax loss; will create a layer of burdensome, troublesome and unlawful governmental regulation; and

WHEREAS, Grays Harbor County Board of Commissioners, being elected to represent the residents of Grays Harbor County and being duly sworn by their Oath of Office to uphold the United States Constitution and the Constitution of the State of Washington, including, but not limited to the protection of a lawful Right to Keep and Bear Arms, for defense of Life, Liberty and Property, and for safe forms of firearms recreation, hunting and shooting conducted within Grays Harbor County, Washington;

NOW, THEREFORE, IT BE AND IS HEREBY RESOLVED that the Grays Harbor County Board of Commissioners does hereby oppose the implementation of I-1639 or the enactment of any legislation that would infringe upon the lawful rights of its residents to Keep and Bear Arms, and would consider such laws to be unconstitutional and beyond lawful application of its legislative and governance authority or duties.

Done in open session, this _____ day of February, 2019

BOARD OF COMMISSIONERS
GRAYS HARBOR COUNTY, WA

Randy Ross, Chairman

Wes Cormier, Commissioner

Vickie L. Raines, Commissioner

Attest:

Jenna Amsbury, Clerk of the Board



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

MEETING DATE
2/5/2019 1:00:00 PM

DEPARTMENT: Fair, Events, and Tourism

DIVISION: Tourism

(if applicable)

SUBMITTER: Mike Bruner

AGENDA ITEM TITLE: 2019 Grays Harbor Tourism Special Marketing Project Grants/Hospitality Project Grant

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

The Grays Harbor County Fairgrounds, Tourism and Parks Department is seeking Board of County Commissioners confirmation of the 2019 Grays Harbor Tourism Special Marketing Project Grant allocations recommended by the Grays Harbor Tourism Lodging Tax Advisory Committee. Please note there is \$100,000.00 budgeted for Special Marketing Project Grants in the 2019 Tourism Budget, and the LTAC is recommending allocations totaling \$100,000.00. Projects are detailed below. Please note if the Board of Commissioners wishes to review the Grant Applications in detail, they are located on the G Drive under g/everyone/fair/2019 Tourism Special Marketing Grant.

98520 & 98550 October Music Festival – Recommended funding amount: \$19,700.00

2019 Chocolate on the Beach Festival – Recommended funding amount: \$0.00

Seabrook I-5 Billboard Project – Recommended funding amount: \$0.00

Seabrook Bands by the Beach – Recommended funding amount: \$36,100.00 with the criteria that a detailed marketing plan be submitted

Grays Harbor Talk Social Media Content Marketing Option "C": Recommended funding amount: \$44,200.00

Also recommended for funding through the Tourism Hospitality and Special Project Grant Fund, which is separate fund from the above detailed \$100,000.00 Special Marketing Project Grant Line Item, was an application from the Port of Grays Harbor for advertising for Friends Landing in the Good Sam Directory. The LTAC Recommended funding amount for this project is \$3,000.00.

FISCAL IMPACT/FUNDING SOURCE: Budgetary Line Item

RECOMMENDED ACTION: Board of County Commissioners confirmation of the Grant Funding Recommendations from the Grays Harbor County Lodging Tax Advisory Committee.

[BELOW TO BE COMPLETED BY CLERK OF BOARD]

BOCC ACTION:

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



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

MEETING DATE
2/5/2019 1:00:00 PM

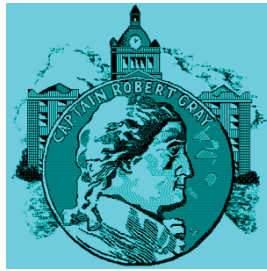
DEPARTMENT: Forestry
DIVISION: <i>(if applicable)</i>
SUBMITTER: Andrea Todd
AGENDA ITEM TITLE: 2019 Timber Sales
EXPLANATION OF REQUEST: <i>(include dates, important information and summary)</i> <p>Please review the proposal of the 2019 Timber Sales and authorize the Grays Harbor County Treasurer to advertise and sell at public auction.</p> <p>Please set March 15, 2019 and April 19, 2019 at the hour of 10:00 a.m. as the dates and time of these timber sales.</p>
FISCAL IMPACT/FUNDING SOURCE:
RECOMMENDED ACTION: Authorize 2019 Timber Sales.

[BELOW TO BE COMPLETED BY CLERK OF BOARD]

BOCC ACTION:

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

DEPARTMENT OF FORESTRY
 DON L. SMITH, Director
 JON W. PRICE, Deputy Director



310 W. Spruce St., Suite 100
 Montesano, WA 98563
 Office: (360) 249-5071
 Fax: (360) 249-5696

GRAYS HARBOR COUNTY

STATE OF WASHINGTON

January 18, 2019

Board of County Commissioners
 Grays Harbor County
 100 West Broadway, Suite 1
 Montesano, Washington 98563

RE: 2019 Timber Sales

Members of the Board:

We are proposing the following timber sales be offered at public action:

March 15, 2019

<u>Sale Name</u>	<u>Estimated Volume</u>	<u>Estimated Value</u>
Lytle Creek No. 10	6,528.00 MBF	\$ 2,128,297.00
East Hoquiam River No. 4	3,823.00 MBF	\$1,336,009.00
Raney Creek No. 11	883.00 MBF	\$273,133.00
West Fork Andrews Creek No. 2 (Cedar Salvage)	215 Cords	\$75,000.00

April 19, 2019

<u>Sale Name</u>	<u>Estimated Volume</u>	<u>Estimated Value</u>
Polson Pond #3	3,601.00 MBF	\$1,606,130.00
South Fork Andrews Creek #1	2,539.00 MBF	\$579,924.00
West Fork Andrews Creek #3 (Pending FPA approval)	Pending	\$660,000.00
TOTALS		\$6,658,493.00

If the Board is in agreement with the foregoing proposal, please authorize the Grays Harbor County Treasurer to advertise and sell at public auction, the above listed timber sales.

Please set March 15, 2019 and April 19, 2019 at the hour of 10:00 a.m. as the dates and time for these timber sales.

Sincerely,

**GRAYS HARBOR COUNTY
DEPT. OF FORESTRY**

Don Smith
Director

Attest:

Clerk of the Board

Date:_____

APPROVAL:

**BOARD OF COUNTY COMMISSIONERS
GRAYS HARBOR COUNTY**

Randy Ross, Chairman

Wes Cormier, District 1

Vickie L. Raines, District 3

Date:_____



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

MEETING DATE
2/5/2019 1:00:00 PM

DEPARTMENT: Forestry
DIVISION: <i>(if applicable)</i>
SUBMITTER: Andrea Todd
AGENDA ITEM TITLE: Port Blakely Easement Exchange
<p>EXPLANATION OF REQUEST: <i>(include dates, important information and summary)</i></p> <p>Please find attached two copies of a partially executed Easement and Right-of-Way Exchange Agreement with Port Blakely Tree Farms for your review and signature. This Easement provides perpetual access to approximately 560 acres of county forestland. The access received in the exchange is equal to that which we are granting, so therefore there is no cost involved.</p>
FISCAL IMPACT/FUNDING SOURCE:
RECOMMENDED ACTION: Please review, sign, and return to the Forestry Department.

[BELOW TO BE COMPLETED BY CLERK OF BOARD]

BOCC ACTION:

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

When Recorded Return To:

Grays Harbor County, Dept. of Forestry
310 W. Spruce Street, Suite 100
Montesano, Washington 98563

EASEMENT AND RIGHT-OF-WAY EXCHANGE AGREEMENT

THIS EASEMENT AND RIGHT-OF-WAY EXCHANGE AGREEMENT ("Agreement") is made and entered into this 30th day of January, 2019, by and between Grays Harbor County, State of Washington, herein called "County", whose address is 310 W. Spruce St., Suite 100, Montesano, WA 98563 and Port Blakely Tree Farms (Limited Partnership), a Washington limited partnership, herein called "Port Blakely", whose address is 8133 River Dr. SE, Tumwater, WA 98501

AGREEMENT

I) CONVEYANCE CLAUSE

County grants to Port Blakely and Port Blakely grants to County, subject to the reservation, restrictions, and to full compliance with each and all of the terms and conditions herein contained, a nonexclusive assignable easement and right-of-way, including the right, privilege and authority to locate, construct, reconstruct, maintain, repair and use a roadway along and across the following described real property situated in the County of Grays Harbor, State of Washington to wit:

Grays Harbor County Lands:

Portions of SW ¼ Section 29 and portions of Section 32, Township 19 North, Range 9 West, W.M. (APN 190929200000 and 190932100000)

Port Blakely Lands:

Portions of S ½ NE ¼ and SE ¼ Section 29 of Township 19 North, Range 9 West, W.M. (APN 190929400000)

II) DESCRIPTION OF RIGHT-OF-WAY

A 60 foot in width right-of-way as shown on Exhibit A, which is attached hereto and incorporated herein by this reference (herein referred to as "Easement Area").

III) PURPOSE AND USE

For ingress and egress for general forest management purposes, including log and gravel truck haul and general administration.

Grays Harbor County's and Port Blakely Tree Farms' use of the Easement Area shall not interfere with each other's timber harvesting and forest management operations.

IV) INSPECTION

Both parties acknowledge it has had an opportunity to examine the Easement Area, and that all rights and interests being conveyed in this Agreement are being made "AS-IS," without representation or warranty by either party.

V) CONSIDERATION CLAUSES

A) Payment of Taxes

This is an exchange of easements and no taxes should be due.

B) Consideration

All cost shares have been considered and no sum is due either party.

VI) MAINTENANCE AND IMPROVEMENTS

Each party agrees at all times to keep the Easement Area and right-of-way and any improvements constructed or installed thereon in a reasonable state of repair except that both parties agree when one party uses any portion of said easement and right-of-way for the purpose of hauling timber or other materials, then that party shall perform or cause to be performed, or contribute or cause to be contributed, its pro rata share of maintenance and resurfacing which is occasioned by such use according to the ratio such use bears to the total use of the right-of-way.

VII) RESERVATIONS AND RESTRICTIONS

A) Matters of Record

This easement and right-of-way is conveyed subject to matters relating to water and water rights and all reservations, and restrictions of record.

B) Vegetation Growth and Timber

It is understood that all vegetation growth, including timber, that may be cut on the right-of-way strip by either party now or at any time in the future is the property of that land owner.

C) Right to Use of Right-of-Way

Each party reserves unto itself and its successors and assigns the right to cross and re-cross the Easement Area at any place on grade or otherwise by any means and for any purpose, and in such manner as will not reasonably interfere with the use of the easement and any improvements by either party or cause substantial injury thereto.

D) Non-Exclusive Use

Either party's right to the use of the right-of-way is not exclusive, and either party may use their strip of land and grant others the right to use the same provided this will not unreasonably interfere with the use of said right-of-way by either party or cause substantial injury thereto.

E) Character of Easement

The real property, herein called the "Benefited Land," to be benefited by this easement exchange shall be lands owned by either party in Sections 29 and 32, Township 19 North, Range 9 West, W.M., Grays Harbor County, State of Washington. The easement shall be an easement appurtenant to the Benefited Land and shall be a covenant running with the land.

VIII) COVENANTS

A) Compliance with Laws, Rules and Regulations

Both parties do hereby agree to comply with all laws, rules and regulations of Grays Harbor County, State of Washington, and the United States of America, including such laws, rules or regulations relating to fire prevention and safety, and both parties further agree to comply with any additional fire prevention and erosion control measures or road protection measures which either party may reasonably specify, including cessation of operations or road closures if fire prevention or road protection measures so indicate.

IX) RELEASE AND INDEMNITY

To the extent of its comparative liability, each Party agrees to indemnify, defend and hold the other Party, its officers, elected and appointed officials, partners, permittees, employees, agents and volunteers, harmless from and against any and all claims, damages, losses and expenses, including without limitation, court costs, attorney's fees and alternative dispute resolution costs, for any personal injury, bodily injury, sickness, disease or death and for any damage to or destruction of any property (including the loss of use resulting therefrom) which are alleged or proven to be caused by an act or omission, negligent or otherwise, of its officers, elected and appointed officials, partners, permittees, employees, agents, or volunteers.

A Party shall not be required to indemnify, defend, or hold the other Party harmless if the claim, damage, loss or expense for personal injury, for any bodily injury, sickness, disease or death or for any damage to or destruction of any property (including the loss of use resulting therefrom) is caused by the sole act or omission of the other Party or any of its officers, elected and appointed officials, partners, permittees, employees, agents and volunteers.

X) NOTICES

All notices to be given by either party hereto to the other, as required herein, shall be in writing and shall be deemed to have been properly given when deposited in the United States mail in certified form, postage prepaid, addressed to such party at its address hereinabove set forth, or at such other address as shall theretofore have been designated by such party by written notice to the other.

XI) OTHER PROVISIONS

This Agreement contains the entire agreement between the parties relating to the rights herein granted and the obligation herein assumed. Any oral representations or modifications concerning this Agreement shall be of no force or effect, excepting a subsequent modification or writing signed by the party to be charged.

If any term or provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, the remaining terms and provisions shall not be affected thereby and shall remain in full force and effect.

IN WITNESS WHEREOF, both parties have hereto executed this instrument in duplicate the day and year first above written.

GRAYS HARBOR COUNTY

PORT BLAKELY TREE FARMS
(LIMITED PARTNERSHIP), a Washington
limited partnership

Chairman, Board of County Commissioners

By: The Port Blakely Company, a
Washington corporation, its General Partner

By: C. Court Stanley
Its: President, US Forestry Division

State of Washington)SS:

)

County of Thurston)

On this 30th day of January 2019, before me personally appeared C. Court Stanley to me known to be the President, US Forestry Division of The Port Blakely Company, a Washington corporation, the General Partner of Port Blakely Tree Farms (Limited Partnership), a Washington limited partnership the entity that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of said entity, for the uses and purposes therein mentioned and on oath stated that he is authorized to execute said instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.



Cathrin Weis

Name: CATHRIN WEIS
Notary Public in and for the State of Washington,
residing at: Kent, WA 98031
My Commission expires: September 9, 2022

State of Washington) SS:

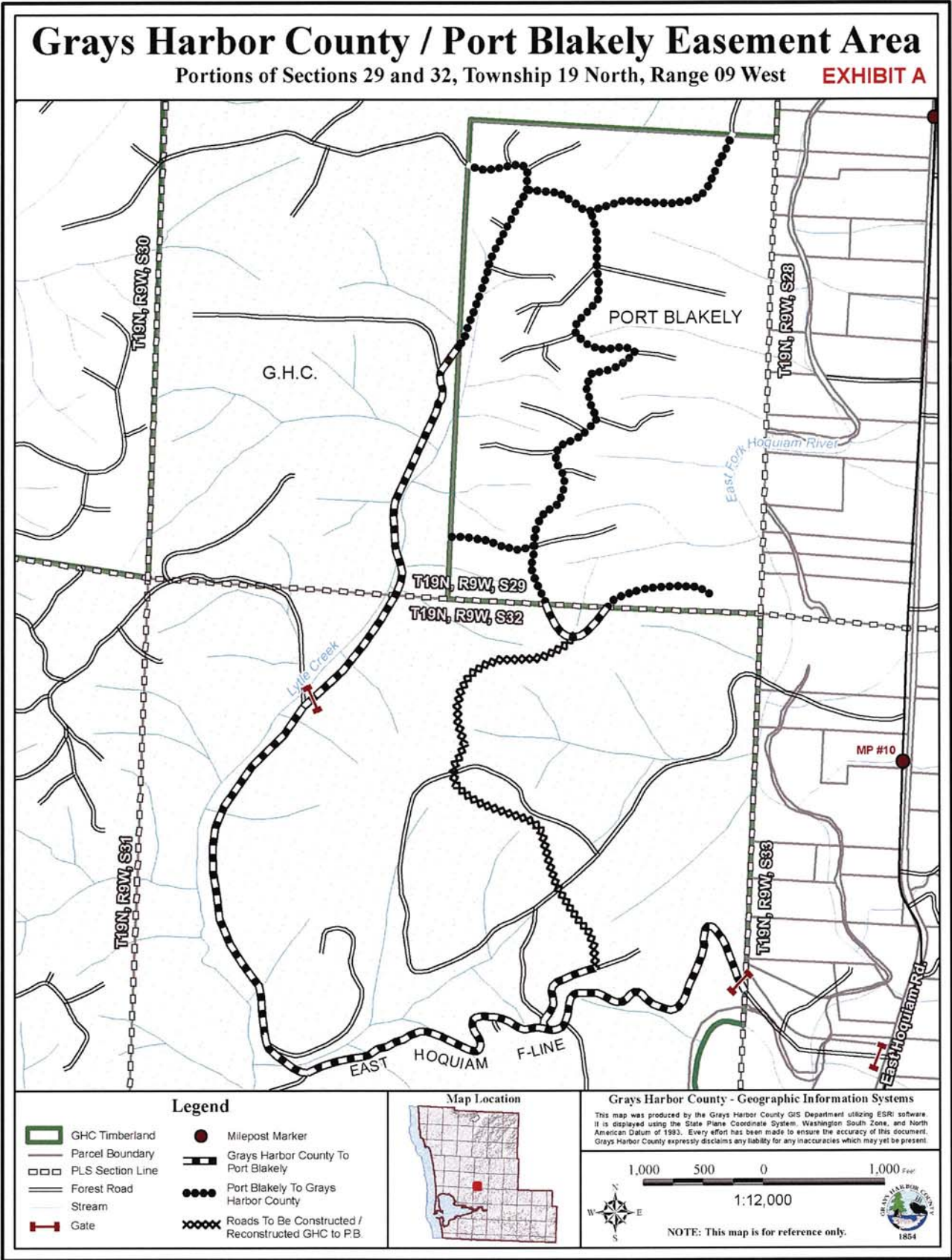
)

County of Grays Harbor)

On this ____ day of _____, 2019, before me personally appeared _____ to me known to be the Chairman, Board of County Commissioners of Grays Harbor County, State of Washington, the entity that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of said entity, for the uses and purposes therein mentioned and on oath stated that he/she is authorized to execute said instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

Name: _____
Notary Public in and for the State of Washington,
residing at: _____
My Commission expires: _____





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

MEETING DATE
2/5/2019 1:00:00 PM

DEPARTMENT: Management Services
DIVISION: <i>(if applicable)</i>
SUBMITTER: Brenda Sherman
AGENDA ITEM TITLE: Resolution adjusting budgeted beginning cash
EXPLANATION OF REQUEST: <i>(include dates, important information and summary)</i> This resolution adjusts the budgeted beginning cash in all County funds to the actual balance as of January 1, 2019.
FISCAL IMPACT/FUNDING SOURCE: None
RECOMMENDED ACTION: Approval

[BELOW TO BE COMPLETED BY CLERK OF BOARD]

BOCC ACTION:

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

RESOLUTION NO. _____

A RESOLUTION OF THE GRAYS HARBOR COUNTY BOARD OF
COMMISSIONERS AUTHORIZING ADJUSTMENTS TO BUDGETED
BEGINNING CASH BALANCES AS OF JANUARY 1, 2019

WHEREAS, the Board of Commissioners of Grays Harbor County ("the Board") finds it is necessary and appropriate that adjustments be made within specified general and miscellaneous County fund budgets to reflect the actual beginning cash balances as of January 1, 2019; and

WHEREAS, the Board, having conducted a duly advertised public meeting as provided by law, further finds that the Auditor should be authorized and directed to adjust the budgets of County funds identified in Attachment "A" to this resolution, in the amounts stated therein as actually existing on January 1, 2019,

NOW THEREFORE, BE IT HEREBY RESOLVED by the Board of Commissioners that the Grays Harbor County Auditor is hereby authorized and directed to adjust the attached 2019 beginning cash balances to the actual amount in the budget of each fund as stated in Attachment "A" hereto.

ADOPTED this _____ day of _____, 2019.

BOARD OF COMMISSIONERS
GRAYS HARBOR COUNTY

Chair

Commissioner

Commissioner

Attest:

Clerk of the Board

Resolution No. _____ Attachment A
Adjusting Budgeted Beginning Cash to Actual at 1/1/19

Fund #	Fund Name	Beginning Cash		Ending Cash	
		BARS Account	Amount	BARS Account	Amount
001-000-000	General Fund	308-80-00-00	\$387,024	508-80-00-00	\$387,024
101-000-000	Special Projects	308-10-00-00	\$1,476	508-10-00-00	\$1,476
102-000-000	Auditor's M & O	308-10-00-00	(\$21,021)	508-10-00-00	(\$21,021)
103-000-000	Fair	308-10-00-00	(\$4,343)	508-10-00-00	(\$4,343)
104-000-000	Trial Court Improvement	308-10-00-00	\$7,952	508-10-00-00	\$7,952
105-000-000	Paths & Trails	308-10-00-00	\$12,621	508-10-00-00	\$12,621
106-000-000	Law Library	308-10-00-00	\$15,848	508-10-00-00	\$15,848
107-000-000	Affordable Housing	308-10-00-00	\$13,961	508-10-00-00	\$13,961
108-000-000	Sheriff's Law Enforcement	308-10-00-00	\$30,834	508-10-00-00	\$30,834
108-200-000	Federal Equitable Sharing	308-10-00-00	(\$11,935)	508-10-00-00	(\$11,935)
109-000-000	Crime Victim Penalty Assmt	308-10-00-00	\$31,275	508-10-00-00	\$31,275
110-000-000	Roads	308-10-00-00	\$2,406,637	508-10-00-00	\$2,406,637
111-000-000	Treasurer's M & O	308-10-00-00	\$45,349	508-10-00-00	\$45,349
112-000-000	Stadium	308-10-00-00	\$196,755	508-10-00-00	\$196,755
112-000-100	Tourism	308-10-00-00	\$164,517	508-10-00-00	\$164,517
113-000-000	GH Raceway	308-10-00-00	\$3,951	508-10-00-00	\$3,951
114-000-000	Veterans Relief	308-10-00-00	\$100,220	508-10-00-00	\$100,220
116-000-000	Election Reserve	308-10-00-00	\$25,328	508-10-00-00	\$25,328
117-000-000	Ab Landfill Postclosure	308-10-00-00	(\$24,115)	508-10-00-00	(\$24,115)
118-000-000	ORV Park	308-10-00-00	\$17,967	508-10-00-00	\$17,967
129-000-000	Public Health & Social Services	308-10-00-00	\$575,857	508-10-00-00	\$575,857
130-000-000	Real Estate Excise Tax Tech	308-10-00-00	(\$445)	508-10-00-00	(\$445)
131-000-000	Tax Refund	308-10-00-00	\$0	508-10-00-00	\$0
132-000-000	Excise/Revaluation Maintenance	308-10-00-00	\$45,171	508-10-00-00	\$45,171
137-000-000	Public Safety Sales Tax	308-80-00-00	\$190,919	508-80-00-00	\$190,919
139-000-000	Chem Dep/MH/Therap Court	308-10-00-00	\$338,762	508-10-00-00	\$338,762
140-000-002	Developmental Disabilities	308-10-00-00	\$41,577	508-10-00-00	\$41,577
140-000-400	MH/DDD Levy Tax	308-10-00-00	(\$2,036)	508-10-00-00	(\$2,036)
145-000-000	Homeless Housing	308-10-00-00	\$197,169	508-10-00-00	\$197,169
301-000-000	Facilities Capital	308-10-00-00	(\$18,192)	508-10-00-00	(\$18,192)
302-000-000	Software Replacement Reserve	308-10-00-00	\$84,238	508-10-00-00	\$84,238
305-000-000	Reserve for Courtroom Constr	308-10-00-00	\$13,690	508-10-00-00	\$13,690
307-000-000	Cumulative Reserve for Constr	308-10-00-00	(\$49,162)	508-10-00-00	(\$49,162)
309-000-000	Capital Improvements	308-10-00-00	\$81,564	508-10-00-00	\$81,564
310-000-000	Distressed Area Capital	308-10-00-00	\$292,229	508-10-00-00	\$292,229
401-000-100	Solid Waste Plan	308-10-00-00	\$295,558	508-10-00-00	\$295,558
402-000-000	Hogan's Corner Water System	308-10-00-00	\$62,965	508-10-00-00	\$62,965
403-000-000	Tax Title Management	308-10-00-00	\$843,508	508-10-00-00	\$843,508
404-000-000	PB Sewer M & O	308-10-00-00	\$161,085	508-10-00-00	\$161,085
404-000-100	PB Sewer Construction	308-10-00-00	\$0	508-10-00-00	\$0
404-007-201	PB Sewer Bond Res ULID #7	308-10-00-00	\$1,841	508-10-00-00	\$1,841
404-008-200	PB Sewer Bond ULID #8	308-10-00-00	\$5,467	508-10-00-00	\$5,467
405-000-000	PB/Moclips Water Sys M & O	308-10-00-00	\$218,990	508-10-00-00	\$218,990

Resolution No. _____ Attachment A
 Adjusting Budgeted Beginning Cash to Actual at 1/1/19

Fund #	Fund Name	Beginning Cash		Ending Cash	
		BARS Account	Amount	BARS Account	Amount
406-000-000	North Beach Water System	308-10-00-00	(\$11,162)	508-10-00-00	(\$11,162)
407-000-000	Ilahahe Oyeht Sewer System	308-10-00-00	\$171,320	508-10-00-00	\$171,320
501-000-000	E R & R	308-10-00-00	\$472,580	508-10-00-00	\$472,580
501-000-100	E R & R Replacement	308-10-00-00	(\$162,460)	508-10-00-00	(\$162,460)
501-000-200	E R & R Maintenance Facility	308-10-00-00	(\$29,000)	508-10-00-00	(\$29,000)
501-000-300	E R & R Communication Facility	308-10-00-00	(\$2,608)	508-10-00-00	(\$2,608)
503-000-000	Central Services	308-10-00-00	(\$23,564)	508-10-00-00	(\$23,564)
503-000-100	Central Services Replacement	308-10-00-00	\$12,405	508-10-00-00	\$12,405
504-000-000	Management Services	308-10-00-00	(\$73,725)	508-10-00-00	(\$73,725)
	Totals		\$7,134,842		\$7,134,842



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

MEETING DATE
2/5/2019 1:00:00 PM

DEPARTMENT: Management Services
DIVISION: <i>(if applicable)</i>
SUBMITTER: Brenda Sherman
AGENDA ITEM TITLE: Budget Transfer Resolution - Fund 102
EXPLANATION OF REQUEST: <i>(include dates, important information and summary)</i> <p>This resolution increases appropriations for records management software in the amount of \$15,000. Ending cash is sufficient to allow this transfer.</p>
FISCAL IMPACT/FUNDING SOURCE: <p>Auditor's M & O funding</p>
RECOMMENDED ACTION: <p>Approval</p>

[BELOW TO BE COMPLETED BY CLERK OF BOARD]

BOCC ACTION:

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

RESOLUTION NO. _____

TRANSFERRING ITEMS IN THE GRAYS HARBOR COUNTY
MISCELLANEOUS FUND AUDITOR'S M & O #102-000-000

WHEREAS, it appears that an adjustment should be made within the budget of the Grays Harbor County Miscellaneous Funds, Auditor's M & O Fund #102-000-000;

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

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

<u>Transfer From:</u>		
102-000-000-508-10-00-00	Reserved Ending Cash	\$15,000
<u>Transfer To:</u>		
102-000-000-594-14-64-04	Records Management Software	\$15,000

ADOPTED this _____ day of _____, 2019.

BOARD OF COUNTY COMMISSIONERS
FOR GRAYS HARBOR COUNTY

Chair

ATTEST: _____
Commissioner

Clerk of the Board

Commissioner



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

MEETING DATE
2/5/2019 2:00:00 PM

DEPARTMENT: Management Services
DIVISION: <i>(if applicable)</i>
SUBMITTER: Brenda Sherman
AGENDA ITEM TITLE: Budget Transfer Resolution
EXPLANATION OF REQUEST: <i>(include dates, important information and summary)</i> This resolution appropriates the remaining balance in this fund for the third courtroom project. Ending cash is sufficient to allow this transfer.
FISCAL IMPACT/FUNDING SOURCE: Appropriates the remaining balance in this fund
RECOMMENDED ACTION: Approval

[BELOW TO BE COMPLETED BY CLERK OF BOARD]

BOCC ACTION:

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

RESOLUTION NO. _____

TRANSFERRING ITEMS IN THE GRAYS HARBOR COUNTY
MISCELLANEOUS FUND
RESERVE FOR COURTROOM CONSTRUCTION #305-000-000

WHEREAS, it appears that an adjustment should be made within the budget of the Grays Harbor County Reserve for Courtroom Construction Fund #305-000-000;

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

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

TRANSFER FROM:

305-000-000-508-10-00-00	Reserved Ending Cash & Investments	\$53,690
--------------------------	------------------------------------	----------

TRANSFER TO:

305-000-000-594-12-62-00	Courtroom Construction	\$53,690
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ADOPTED this _____ day of _____, 2019.

BOARD OF COUNTY COMMISSIONERS
FOR GRAYS HARBOR COUNTY

Chair

ATTEST:

Commissioner

Clerk of the Board

Commissioner



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

MEETING DATE
2/5/2019 2:00:00 PM

DEPARTMENT: Management Services
DIVISION: <i>(if applicable)</i>
SUBMITTER: Brenda Sherman
AGENDA ITEM TITLE: Budget Transfer Resolution - Fund 101
EXPLANATION OF REQUEST: <i>(include dates, important information and summary)</i> Transfer budget for the WSDOE Streamflow grant to its own budget lines
FISCAL IMPACT/FUNDING SOURCE: None
RECOMMENDED ACTION: Approval

[BELOW TO BE COMPLETED BY CLERK OF BOARD]

BOCC ACTION:

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

RESOLUTION NO. _____

TRANSFERRING ITEMS IN THE GRAYS HARBOR COUNTY
MISCELLANEOUS FUND SPECIAL PROJECTS #101-000-000

WHEREAS, it appears that an adjustment should be made within the budget of the Grays Harbor County Miscellaneous Funds, Special Projects Fund #101-000-000;

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

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

<u>Transfer From:</u>		
101-000-000-334-02-70-08	RCO Lead Entity Grant	\$100,000
101-000-000-573-90-41-04	RCO Lead Entity Grant	100,000
<u>Transfer To:</u>		
101-000-000-334-03-10-06	WSDOE CB Stream Flow	\$100,000
101-000-000-558-60-41-35	WSDOE CB Stream Flow	100,000

ADOPTED this _____ day of _____, 2019.

BOARD OF COUNTY COMMISSIONERS
FOR GRAYS HARBOR COUNTY

Chair

ATTEST: _____
Commissioner

Clerk of the Board

Commissioner



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

MEETING DATE
2/5/2019 1:00:00 PM

DEPARTMENT: Management Services
DIVISION: <i>(if applicable)</i>
SUBMITTER: Brenda Sherman
AGENDA ITEM TITLE: Budget Transfer Resolution - Fund 113
EXPLANATION OF REQUEST: <i>(include dates, important information and summary)</i> Authorize transfers out to the Fair Building Construction Fund for 2018 and 2019, \$8,700 each year. Ending cash is sufficient to allow this transfer.
FISCAL IMPACT/FUNDING SOURCE: Ending cash
RECOMMENDED ACTION: Approval

[BELOW TO BE COMPLETED BY CLERK OF BOARD]

BOCC ACTION:

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

RESOLUTION NO. _____

TRANSFERRING ITEMS IN THE GRAYS HARBOR COUNTY
MISCELLANEOUS FUND GH RACEWAY #113-000-000

WHEREAS, it appears that an adjustment should be made within the budget of the Grays Harbor County Miscellaneous Fund, GH Raceway #113-000-000;

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

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

<u>TRANSFER FROM:</u>		
113-000-000-508-10-00-00	Ending Cash & Investments	\$ 17,400
<u>TRANSFER TO:</u>		
113-000-000-597-00-00-00	Transfer Out – Fair Building Construction	\$ 17,400

ADOPTED this _____ day of _____, 2019.

BOARD OF COUNTY COMMISSIONERS
FOR GRAYS HARBOR COUNTY

Chair

ATTEST: _____
Commissioner

Clerk of the Board

Commissioner



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

MEETING DATE
2/5/2019 2:00:00 PM

DEPARTMENT: Management Services
DIVISION: <i>(if applicable)</i>
SUBMITTER: Brenda Sherman
AGENDA ITEM TITLE: Budget Transfer Resolution - Fund 301
EXPLANATION OF REQUEST: <i>(include dates, important information and summary)</i> Resolution increases appropriations to include two projects in the jail: kitchen improvements \$20,000 and sewer upgrades \$200,000. Ending cash is sufficient to allow this transfer.
FISCAL IMPACT/FUNDING SOURCE: Ending cash
RECOMMENDED ACTION: Approval

[BELOW TO BE COMPLETED BY CLERK OF BOARD]

BOCC ACTION:

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

RESOLUTION NO. _____

TRANSFERRING ITEMS IN THE GRAYS HARBOR COUNTY
MISCELLANEOUS FUND
FACILITIES CAPITAL #301-000-000

WHEREAS, it appears that an adjustment should be made within the budget of the Grays Harbor County Facilities Capital Fund #301-000-000;

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

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

<u>TRANSFER FROM:</u>		
301-000-000-508-10-00-00	Ending Cash & Investments	\$220,000
<u>TRANSFER TO:</u>		
301-000-000-594-23-65-03	Jail Kitchen Improvements	\$20,000
301-000-000-594-23-65-04	Jail Sewer Upgrades	\$200,000

ADOPTED this _____ day of _____, 2019.

BOARD OF COUNTY COMMISSIONERS
FOR GRAYS HARBOR COUNTY

Chair

ATTEST: _____
Commissioner

Clerk of the Board

Commissioner



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

MEETING DATE
2/5/2019 1:00:00 PM

DEPARTMENT: Management Services
DIVISION: <i>(if applicable)</i>
SUBMITTER: Marilyn Lewis
AGENDA ITEM TITLE: Annual Title VI Update & Accomplishment Report
EXPLANATION OF REQUEST: <i>(include dates, important information and summary)</i> The Annual Title VI Update & Accomplishment Report is an annual report required to continue federal funding for public works projects.
FISCAL IMPACT/FUNDING SOURCE:
RECOMMENDED ACTION:

[BELOW TO BE COMPLETED BY CLERK OF BOARD]

BOCC ACTION:

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



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

MEETING DATE
2/5/2019 1:00:00 PM

DEPARTMENT: Public Health and Social Services
DIVISION: <i>(if applicable)</i>
SUBMITTER: Julie Myers
AGENDA ITEM TITLE: River of Life - Dads Matter - 2019 Agreement
<p>EXPLANATION OF REQUEST: <i>(include dates, important information and summary)</i></p> <p>Submitted for your approval is our 2019 agreement with Grays Harbor River of Life Fellowship for delivery of the Dads Matter program. Dads Matter is an education and support curriculum designed to address and remediate the issues leading to fathers having their children removed by the State and placed in foster care. This amendment extends our original River of Life – Dads Matter agreement, through 12/31/2019. The total amount of this agreement is \$25,480 and is funded by Treatment Sales Tax Dollars.</p> <p>This agreement shall be in effect from January 1, 2019 to December 31, 2019.</p>
<p>FISCAL IMPACT/FUNDING SOURCE:</p> <p>\$25,480/Treatment Sales Tax Dollars</p>
<p>RECOMMENDED ACTION:</p> <p>Please approve</p>

[BELOW TO BE COMPLETED BY CLERK OF BOARD]

BOCC ACTION:

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

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is entered into by and between Grays Harbor County, a political subdivision of the State of Washington, through its Department of Public Health and Social Services, hereinafter referred to as “County,” and Grays Harbor River of Life Fellowship, hereinafter referred to as “Agency” to provide the Dads Matter program.

WHEREAS, RCW 82.14.460 authorizes the use of sales tax collected by counties for chemical dependency or mental health treatment services; and

WHEREAS, fathers who have had their children removed from their care by the State need support to address the issues leading to the children being placed out of their home; and

WHEREAS, education, training and assistance accessing mental health and substance use treatment services have been demonstrated to help successfully return these families to their natural state; and

WHEREAS, the County is authorized to provide grants to entities which meet the requirements for use of the sales tax collected under RCW 82.14.460; and

WHEREAS, the County has reviewed and approved the proposal submitted by Agency for helping address the mental illness and substance use disorder conditions affecting these fathers, **NOW, THEREFORE**, in consideration of the terms, conditions, covenants and performance contained herein, the parties hereto agree as follows:

1. TERMS. This agreement shall be in effect from January 1, 2019 to December 31, 2019. Total consideration payable to Agency for satisfactory performance of the work under this Agreement shall be a maximum of \$25,480. Agency may bill County on a monthly basis. Reimbursement will require Agency to supply documentation of the actual costs.

Monthly invoices shall be in a format approved by the County. Invoices shall be sent to:

Grays Harbor County Public Health and Social Services
Fiscal Department,
2109 Sumner Ave. Suite 200
Aberdeen, WA 98520

2. RELATIONSHIP OF THE PARTIES. The parties intend that an independent contractor relationship will be created by this Agreement. No agent, employee, servant, or representative of the Agency shall be deemed to be an employee, agent, servant, or representative of the County for any purpose, and the employees of the Agency are not entitled to any of the benefits the County provides for County employees. The Agency will be solely and entirely responsible for its acts and for the acts of its agents, employees, servants, subcontractors, or otherwise during the performance of this Agreement.

3. **MODIFICATION.** This Agreement may be modified or amended only by a writing duly authorized and executed by all parties. Any such amendment shall be attached to and incorporated into this Agreement. This modification amendment shall include annual extensions of the termination date, as agreed by the parties.

4. **RESULTS TO BE ACHIEVED.** County is interested only in the results to be achieved; the implementation of services will lie solely with Agency. However, the results of the work contemplated must meet the approval of County and shall be subject to County's general rights of inspection and review to secure the satisfactory completion thereof.

5. **USES OF FUNDS.** The Contractor shall ensure that the individuals participating in services funded by this agreement are affected by mental illness or substance use disorders. The Contractor is responsible for maintaining documentation establishing the service recipients' eligibility. Agency shall ensure funds are used for the following activities:

Program or Service	Description	Reimbursement Method
The Dads Matter Program	<p>Dads Matter is an education and support curriculum designed to address and remediate the issues leading to fathers having their children removed from their care by the State and placed in foster care. Services under this agreement include</p> <ul style="list-style-type: none"> • Reaching out to fathers at or around the time of court proceedings resulting in out-of-home placement for their children to offer services; • Following up with fathers to encourage program participation; • Convening groups for fathers to provide education, support, information, referral, and mentorship using a curriculum approved by the State; • Accompanying fathers to appointments and commitments needed to address the issues that led to their children being placed out of the home; • Payment for child care so fathers can participate in program activities; • Stipends to program staff called Ally Parents for delivering recovery support services to fathers and to defray costs the Ally Parents incur in service to the program. 	<p>Agency shall deliver the services listed in the Description column throughout the contract period. Agency shall submit Monthly invoices to County. While monthly invoice amounts will vary with the volume of services delivered, amount of child care purchased, and number and type of stipends distributed, total consideration for the contract period shall not exceed \$25,480.</p>

6. REPORTING REQUIREMENTS. Agency shall participate in the design and implementation of program evaluation procedures through meetings convened by County or its designee, and shall report data related to program evaluation in a manner approved by the County. At a minimum Agency shall document that people served under this agreement are impacted by untreated mental illness or substance use disorders.

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

8. INDEMNIFICATION. All services to be rendered or performed under this contract will be performed or rendered entirely at the Agency's own risk and the Agency expressly agrees to indemnify and hold harmless the County and its departments, elected and appointed officials, employees, agents and volunteers, from any and all liability, loss, or damage that they may suffer as a result of claims, demands, actions, or damages to any and all persons or property, costs, or judgments against the County, which result from, arise out of, or are in any way connected with the services to be performed by the Agency under this contract. The Agency agrees that all Agency's indemnification obligations shall survive the termination, completion, or expiration of this contract.

9. INSURANCE. Agency shall carry at its own expense the following insurance coverage to the extent described below:

- Commercial General Liability insurance in an amount not less than \$1,000,000 per occurrence, 2,000,000 general aggregate, for bodily injury, personal injury and property damage, including without limitation, blanket contractual liability.
- Professional Liability in the amount of \$1,500,000 per occurrence.
- Automobile insurance covering bodily injury and property damage activities of the Agency arising out of or, in connection with Work to be performed under this Agreement in an amount not less than 1,000,000 combined single limit for each accident.
- Agency shall procure policies for all insurance required by this section for a period of not less than one year and shall provide the County (on or before the date this Agreement commences) with a certificate of insurance as satisfactory evidence that the premiums have been paid and that such insurance policy is in effect. The County shall be carried as a named insured on each insurance policy required by this section.

Upon demand by the County, Agency shall provide a complete copy of all policies for insurance required by this Agreement. This requirement is supplementary to, but does not replace the requirement in this Agreement to provide the County with certificates of insurance as satisfactory evidence that the premiums have been paid and that such insurance policy is in effect.

10. ASSIGNMENT OR SUBCONTRACTING. The Agency shall not subcontract, nor assign this Agreement or any portion thereof without the prior written consent of the County.

11. COMPLIANCE WITH LAWS. Agency, in performance of this Agreement, agrees to comply with all applicable Federal, State, and local laws or ordinances, including federal and state nondiscrimination statutes and regulations.

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

12. TERMINATION. Termination for Convenience. Either party may terminate this Agreement, in whole or in part, at any time, upon thirty (30) days written notice to the other party of the intent to withdraw.

Termination for Cause. If the Agency fails to perform in the manner called for in this Agreement, or if the Agency fails to comply with any other provisions of the Agreement and fails to correct such noncompliance within ten (10) days written notice thereof, the County may terminate this Agreement for cause. Termination shall be effected by serving a notice of termination on the Agency setting forth the manner in which the Agency is in default. The Agency will only be paid for services performed in accordance with the manner of performance set forth in this Agreement.

13. NOTICE. Any official notice that either party hereto desires to give the other shall be deemed delivered upon deposit thereof in the United States mail by certified mail, return receipt requested, with postage thereon fully prepaid, addressed as follows:

County	River of Life
Grays Harbor County	Contract Manager
2109 Sumner Ave. Suite 200	308 W. King St.
Aberdeen, WA 98520	Aberdeen, WA 98520
Attn: Manger – Social Services	Attn: Pastor Doug Marks

The above addresses may be changed by either party by giving written notice to the other.

14. JURISDICTION AND VENUE. The laws of the State of Washington govern this Agreement. In the event of a lawsuit by the Agency against the County involving this Agreement, venue shall be proper only in Grays Harbor County, Washington. In the event of a lawsuit by the County against the Agency involving this Agreement, venue shall be proper only as provided in RCW 36.01.050.

15. ENTIRE AGREEMENT. The parties agree that this Agreement is the complete expression of the terms hereto and any oral representations or understandings not incorporated

herein are excluded. Further, any modification of this Agreement shall be in writing and signed by both parties.

IN WITNESS WHEREOF, the parties have caused this agreement to be signed and attested to by the respective officers on the date indicated below.

DATED: _____, 2019

RIVER OF LIFE

**BOARD OF COMMISSIONERS
for Grays Harbor County**

Director

Chair

Commissioner

Commissioner

ATTEST:

Jenna Amsbury, Clerk of the Board

PROFESSIONAL SERVICES AGREEMENT

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WHEREAS, RCW 82.14.460 authorizes the use of sales tax collected by counties for chemical dependency or mental health treatment services; and

WHEREAS, fathers who have had their children removed from their care by the State need support to address the issues leading to the children being placed out of their home; and

WHEREAS, education, training and assistance accessing mental health and substance use treatment services have been demonstrated to help successfully return these families to their natural state; and

WHEREAS, the County is authorized to provide grants to entities which meet the requirements for use of the sales tax collected under RCW 82.14.460; and

WHEREAS, the County has reviewed and approved the proposal submitted by Contractor for helping address the mental illness and substance use disorder conditions affecting these fathers, **NOW, THEREFORE**, in consideration of the terms, conditions, covenants and performance contained herein, the parties hereto agree as follows:

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3. **MODIFICATION.** This Agreement may be modified or amended only by a writing duly authorized and executed by all parties. Any such amendment shall be attached to and incorporated into this Agreement. This modification amendment shall include annual extensions of the termination date, as agreed by the parties.

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Program or Service	Description	Reimbursement Method
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8. INDEMNIFICATION/HOLD HARMLESS. All services to be rendered or performed under this Agreement will be performed or rendered entirely at Contractor's own risk and Contractor expressly agrees to indemnify and hold harmless the County and its departments, elected and appointed officials, employees, agents and volunteers,, from any and all liability, loss or damage that it may suffer as a result of claims, demands, actions, or damages to any and all persons or property, costs or judgments against the County which result from, arise out of, or are in any way connected with the services to be performed by Contractor under this Agreement. Contractor agrees that all the Contractor's indemnification obligations shall survive the completion, expiration, or termination of this Agreement.

9. INSURANCE. Contractor shall carry at its own expense the following insurance coverage to the extent described below:

- Commercial General Liability insurance in an amount not less than \$1,000,000 per occurrence, 2,000,000 general aggregate, for bodily injury, personal injury and property damage, including without limitation, blanket contractual liability.
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- Contractor shall procure policies for all insurance required by this section for a period of not less than one year and shall provide the County (on or before the date this Agreement commences) with a certificate of insurance as satisfactory evidence that the premiums have been paid and that such insurance policy is in effect. The County shall be carried as a named insured on each insurance policy required by this section.

Upon demand by the County, Contractor shall provide a complete copy of all policies for insurance required by this Agreement. This requirement is supplementary to, but does not replace the requirement in this Agreement to provide the County with certificates of insurance as satisfactory evidence that the premiums have been paid and that such insurance policy is in effect.

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

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

12. TERMINATION. Termination for Convenience. Either party may terminate this Agreement, in whole or in part, at any time, upon thirty (30) days written notice to the other party of the intent to withdraw.

Termination for Cause. If the Contractor fails to perform in the manner called for in this Agreement, or if the Contractor fails to comply with any other provisions of the Agreement and fails to correct such noncompliance within ten (10) days written notice thereof, the County may terminate this Agreement for cause. Termination shall be effected by serving a notice of termination on the Contractor setting forth the manner in which the Contractor is in default. The Contractor will only be paid for services performed in accordance with the manner of performance set forth in this Agreement.

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Grays Harbor County	Contract Manager
2109 Sumner Ave. Suite 200	308 W. King St.
Aberdeen, WA 98520	Aberdeen, WA 98520
Attn: Manger – Social Services	Attn: Pastor Doug Marks

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14. JURISDICTION AND VENUE. The laws of the State of Washington govern this Agreement. In the event of a lawsuit by the Contractor against the County involving this Agreement, venue shall be proper only in Grays Harbor County, Washington. In the event of a lawsuit by the County against the Contractor involving this Agreement, venue shall be proper only as provided in RCW 36.01.050.

15. ENTIRE AGREEMENT. The parties agree that this Agreement is the complete expression of the terms hereto and any oral representations or understandings not incorporated herein are excluded. Further, any modification of this Agreement shall be in writing and signed by both parties.

IN WITNESS WHEREOF, the parties have caused this agreement to be signed and attested to by the respective officers on the date indicated below.

DATED: _____, 2019

RIVER OF LIFE

**BOARD OF COMMISSIONERS
for Grays Harbor County**

Director

Chair

Commissioner

Commissioner

ATTEST:

Jenna Amsbury, Clerk of the Board



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

MEETING DATE
2/5/2019 1:00:00 PM

DEPARTMENT: Public Health and Social Services
DIVISION: <i>(if applicable)</i>
SUBMITTER: Julie Myers
AGENDA ITEM TITLE: Evergreen Treatment Services - Jail Based Services 2019
EXPLANATION OF REQUEST: <i>(include dates, important information and summary)</i> Submitted for your approval is an agreement with Evergreen Treatment Services (ETS). This agreement helps address the opioid crisis impacting the County Jail. The contractor provides assessment and treatment services to individuals with opioid use disorders in the jail. The program is a collaboration between Dr. Shin, the Grays Harbor County Sheriff's Department and ETS with the goal to begin treating individuals while incarcerated and ensuring coordinated care in the community upon release from the jail. The agreement is for the period of January 1, 2019 through December 31, 2019. The total amount of this agreement is \$39,700.00 and it is funded by Treatment Sales Tax dollars.
FISCAL IMPACT/FUNDING SOURCE: \$39,700.00/Treatment Sales Tax dollars
RECOMMENDED ACTION: Please approve

[BELOW TO BE COMPLETED BY CLERK OF BOARD]

BOCC ACTION:

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

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is entered into by and between Grays Harbor County Public Health and Social Services hereinafter referred to as "County," and Evergreen Treatment Services, hereinafter referred to as "Contractor," to provide medication assisted treatment and chemical dependency assessment services, which is part of the jail opiate use disorder intervention program.

WHEREAS, RCW 82.14.460 authorizes the use of sales tax collected by counties for chemical dependency or mental health treatment services; and

WHEREAS, Contractor provides treatment and care coordination services for persons with substance use disorder; and

WHEREAS, healthcare initiatives have not yet resulted in payment methodology that covers all of Contractor's costs to deliver continuity of care while clients are incarcerated; and

WHEREAS, County has reviewed and approved the services provided in collaboration with medical services within the County jail which uses local funds to cover unreimbursed treatment costs to promote the stability of patients while incarcerated and at reentry into community-based care;

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

1. **TERMS**. This agreement shall be in effect from January 1, 2019 to December 31, 2019. Total consideration payable to Contractor for satisfactory performance of the work under this Agreement shall be a maximum of \$ **39,700**. Contractor shall bill County on a monthly basis.

Monthly invoices shall be in a format approved by the County. Invoices shall be sent to:

Grays Harbor County Public Health and Social Services
Fiscal Department,
2109 Sumner Ave. Suite 200
Aberdeen, WA 98520

2. **MODIFICATION**. This Agreement may be modified or amended only by a writing duly authorized person and executed by all parties. Any such amendment shall be attached to and incorporated into this Agreement. This modification amendment may include annual extensions of the termination date, as agreed by the parties in writing.

3. **RELATIONSHIP OF THE PARTIES**. The parties intend that an independent Contractor relationship will be created by this Agreement. The County is interested only in the results to be achieved; the implementation of services will lie solely with the Contractor. However, the results of the work contemplated must meet the approval of the County and shall be subject to the County's general rights of inspection and review to secure the satisfactory completion thereof. Neither Contractor nor any agent, employee, servant, or representative of Contractor shall be deemed to be an employee, agent, servant, or representative of County for any purpose. Neither Contractor nor the employees of Contractor are entitled to any of the benefits the County provides for County employees. Contractor will be solely and entirely responsible for its acts and for the acts of its agents, employees, servants, subcontractors, or otherwise during the performance of this Agreement.

- 4. USES OF FUNDS.** Contractor shall ensure funds are used to support the Jail Opiate Use Disorder Intervention Program and the following activities:

Program or Service	Description	Reimbursement Method
Medication Assisted Treatment in a Jail Setting	<p>Provides evidence-based Medication Assisted Treatment (MAT) services by dispensing medications to incarcerated individuals diagnosed with an Opioid Use Disorder as a means of stabilizing the individual while incarcerated and prepares the individual to receive community based treatment.</p> <p>Inmates enrolled and receiving MAT with the Contractor prior to incarceration are provided continuity of care for the duration of their incarceration and are scheduled to reengage in community based treatment upon discharge from jail.</p> <p>Inmates not previously enrolled in MAT services but who are identified as experiencing withdrawal from opioids and request medical attention may be referred to the Contractor for treatment services initiated in the jail.</p> <p>All services are coordinated with jail and medical staff to ensure daily treatment is administered and outpatient continuing care is scheduled prior to being released.</p> <p>Medication is dispensed by an Contractor licensed nurse in compliance with state and federal laws</p>	<p>\$ 50.00 per hour to dispense medications.</p> <p>All service related expenses are included in the hourly rate</p> <p>Maximum award for this service is \$25,000</p>
Chemical Dependency Assessment Services	<p>At the request of Grays Harbor County Jail Medical Director, the Contractor shall perform an ASAM compliant Chemical Dependency Assessment for the purpose of diagnosing and recommendations to begin treatment in the jail. Assessments may be conducted within the County jail. Assessments may also be conducted at the treatment facility when inmates have been granted furlough status for this purpose.</p> <p>The Contractor shall provide the results of the assessment to the Medical Director and jail staff in accordance with all privacy rules.</p> <p>The Contractor shall collaborate with jail staff to immediately admit the inmate into community based treatment upon release from jail.</p>	<p>\$350 per assessment conducted in Grays Harbor County jail.</p> <p>Assessments conducted at the Contractor for inmates on furlough shall be billed to Medicaid.</p> <p>All service related expenses are included in the per assessment rate.</p> <p>Maximum award for this service is \$14,700</p>

- 5. REPORTING REQUIREMENTS.** Contractor shall participate in the design and implementation of program evaluation procedures through meetings convened by County or its designee,

and shall report data related to program evaluation in a manner approved by the County. At a minimum Contractor shall document that people served under this agreement are impacted by untreated mental illness or substance use disorders.

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

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

The undersigned (authorized official signing for the contracting organization) certifies to the best of his or her knowledge and belief, that the contractor, defined as the primary participant in accordance with 45 CFR Part 76, and its principals:

- a. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal Department or agency;
- b. have not within a 3-year period preceding this contract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- c. are not presently indicted or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and
- d. have not within a 3-year period preceding this contract had one or more public transactions (Federal, State, or local) terminated for cause or default.

Should the contractor not be able to provide this certification, an explanation as to why should be placed after the assurances page in the contract.

The contractor agrees by signing this contract that it will include, without modification, the clause titled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion--Lower Tier Covered Transactions" in all lower tier covered transactions (i.e., transactions with sub-grantees and/or contractors) and in all solicitations for lower tier covered transactions in accordance with 45 CFR Part 76.

Contractor assumes full and complete liability for any and all losses related to claims that are not paid as a result of services rendered by an ineligible employee or subcontractor of the contractor pursuant to the above paragraph. Contractor agrees to fully completely and promptly refund any monies paid for services rendered in violation of the above section.

Contractor assumes full responsibility for the payment of all assessments, payroll taxes, or contributions, whether State or Federal, as to Contractor and all of Contractor's employees, if any, engaged in the performance of work under this agreement. Contractor shall furnish to the County, on its request, a

certificate or other evidence of compliance with all State or Federal laws concerning contributions, taxes, and payroll assessments. In addition, Contractor agrees to pay any and all taxes or assessments of whatever nature or kind levied or assessed as a consequence of the work performed or on the compensation to be paid under this contract.

8. INDEMNIFICATION/HOLD HARMLESS. All services to be rendered or performed under this Agreement will be performed or rendered entirely at Contractor's own risk and Contractor expressly agrees to indemnify and hold harmless the County and its departments, elected and appointed officials, employees, agents and volunteers, from any and all liability, loss or damage that it may suffer as a result of claims, demands, actions, or damages to any and all persons or property, costs or judgments against the County which result from, arise out of, or are in any way connected with the services to be performed by Contractor under this Agreement. Contractor agrees that all the Contractor's indemnification obligations shall survive the completion, expiration, or termination of this Agreement.

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- Professional Liability in the amount of \$1,500,000 per occurrence.
- Contractor shall procure policies for all insurance required by this section for a period of not less than one year and shall provide the County (on or before the date this Agreement commences) with a certificate of insurance as satisfactory evidence that the premiums have been paid and that such insurance policy is in effect. The County shall be carried as a named insured on each insurance policy required by this section.

Upon demand by the County, Contractor shall provide a complete copy of all policies for insurance required by this Agreement. This requirement is supplementary to, but does not replace the requirement in this Agreement to provide the County with certificates of insurance as satisfactory evidence that the premiums have been paid and that such insurance policy is in effect.

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County

Contractor

Grays Harbor County
2109 Sumner Ave. Suite 200
Aberdeen, WA 98520
Attn: Manger – Social Services

Evergreen Treatment Services
1700 Airport Way South
Seattle, WA 98134-1618
Attn: - Molly Carney

These addresses may be changed by either party by giving written notice to the other.

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DATED: _____, 2019

Evergreen Treatment Services

**BOARD OF COMMISSIONERS
for Grays Harbor County**

Director

Chair

Commissioner

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ATTEST:

Jenna Amsbury, Clerk of the Board



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

MEETING DATE
2/5/2019 2:00:00 PM

DEPARTMENT: Public Health and Social Services

DIVISION:

(if applicable)

SUBMITTER: Julie Myers

AGENDA ITEM TITLE: Consolidated Contract, Amendment 6

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

For your review is an amendment to the Consolidated Contracts with the WA Department of Health. The changes include an increase of \$19,330 and amends statements of work for three (3) current programs (Maternal & Child Health Block Grant; Office of Drinking Water Group A Program; and WIC Nutrition Program. With the amendment, the revised maximum consideration is \$1,737,135. The agreement is for the period January 1, 2018 through December 31, 2020.

FISCAL IMPACT/FUNDING SOURCE:

Increase of \$19,330 / WA DOH Consolidated Contract grants

RECOMMENDED ACTION:

Please approve

[BELOW TO BE COMPLETED BY CLERK OF BOARD]

BOCC ACTION:

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

**GRAYS HARBOR COUNTY PUBLIC HEALTH & SOCIAL SERVICES DEPARTMENT
2018 – 2020 CONSOLIDATED CONTRACT**

CONTRACT NUMBER: CLH18245**AMENDMENT NUMBER: 6**

PURPOSE OF CHANGE: To amend this contract between the DEPARTMENT OF HEALTH hereinafter referred to as “DOH”, and GRAYS HARBOR COUNTY PUBLIC HEALTH & SOCIAL SERVICES DEPARTMENT hereinafter referred to as “LHJ”, pursuant to the Modifications/Waivers clause, and to make necessary changes within the scope of this contract and any subsequent amendments thereto.

IT IS MUTUALLY AGREED: That the contract is hereby amended as follows:

1. Exhibit A Statements of Work, attached and incorporated by this reference, are amended as follows:

- ☐ Adds Statements of Work for the following programs:
- ☒ Amends Statements of Work for the following programs:
- Maternal & Child Health Block Grant - Effective January 1, 2018
 - Office of Drinking Water Group A Program - Effective January 1, 2018
 - WIC Nutrition Program - Effective January 1, 2018
- ☐ Deletes Statements of Work for the following programs:

2. Exhibit B-6 Allocations, attached and incorporated by this reference, amends and replaces Exhibit B-5 Allocations as follows:

- ☒ Increase of **\$19,330** for a revised maximum consideration of **\$1,737,135**.
- ☐ Decrease of _____ for a revised maximum consideration of _____.
- ☐ No change in the maximum consideration of _____.
Exhibit B Allocations are attached only for informational purposes.

3. Exhibit C-6 Schedule of Federal Awards, attached and incorporated by this reference, amends and replaces Exhibit C-5.

Unless designated otherwise herein, the effective date of this amendment is the date of execution.

ALL OTHER TERMS AND CONDITIONS of the original contract and any subsequent amendments remain in full force and effect.

IN WITNESS WHEREOF, the undersigned has affixed his/her signature in execution thereof.

GRAYS HARBOR COUNTY PUBLIC HEALTH &
SOCIAL SERVICES DEPARTMENT

STATE OF WASHINGTON
DEPARTMENT OF HEALTH

Date

Date

APPROVED AS TO FORM ONLY
Assistant Attorney General

2018-2020 CONSOLIDATED CONTRACT
EXHIBIT A
STATEMENTS OF WORK
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Exhibit A
Statement of Work
Contract Term: 2018-2020

DOH Program Name or Title: Maternal & Child Health Block Grant - Effective January 1, 2018

Local Health Jurisdiction Name: Grays Harbor County Public Health & Social Services Department
Contract Number: CLH18245

SOW Type: Revision **Revision # (for this SOW)** 3

Period of Performance: January 1, 2018 through September 30, 2019

Funding Source <input checked="" type="checkbox"/> Federal Subrecipient <input type="checkbox"/> State <input type="checkbox"/> Other	Federal Compliance (check if applicable) <input checked="" type="checkbox"/> FFATA (Transparency Act) <input type="checkbox"/> Research & Development	Type of Payment <input checked="" type="checkbox"/> Reimbursement <input type="checkbox"/> Fixed Price
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Statement of Work Purpose: The purpose of this statement of work is to support local interventions that impact the target population of the Maternal and Child Health Block Grant.

Revision Purpose: The purpose of this revision is to revise deliverable requirements for 2018-19 and add language related to allowable expenses in the Special Instructions section..

Chart of Accounts	Program Name or Title	CFDA #	BARS Revenue Code	Master Index Code	Funding Period (LHJ Use Only) Start Date End Date	Current Consideration	Change None	Total Consideration
FFY18 MCHBG LHJ CONTRACTS		93.994	333.93.99	78120281	01/01/18 09/30/18	63,649	0	63,649
FFY19 MCHBG LHJ CONTRACTS		93.994	333.93.99	78120291	10/01/18 09/30/19	80,129	0	80,129
TOTALS						143,778	0	143,778

Task Number	Task/Activity/Description	*May Support PHAB Standards/Measures	Deliverables/Outcomes	Due Date/Time Frame	Payment Information and/or Amount
Maternal and Child Health Block Grant (MCHBG) Administration					
1a	Participate in calls, at a minimum of every quarter, with DOH contract manager. Dates and time for calls are mutually agreed upon between DOH and LHJ		Designated LHJ staff will participate in contract management calls.	September 30, 2018 September 30, 2019	Reimbursement for actual costs, not to exceed total funding consideration.
1b	Report actual expenditures for October 1, 2017 through March 31, 2018		Submit actual expenditures using the MCHBG Budget Workbook to DOH contract manager	May 26, 2018	Action Plan and Progress Reports must only reflect activities paid for with funds provided in this statement of
1c	Develop 2018-2019 MCHBG Budget Workbook for October 1, 2018 through September 30, 2019 using DOH provided template.		Submit MCHBG Budget Workbook to DOH contract manager	September 5, 2018	work for the specified funding

Task Number	Task/Activity/Description	*May Support PHAB Standards/Measures	Deliverables/Outcomes	Due Date/Time Frame	Payment Information and/or Amount
1d	Report actual expenditures for October 1, 2018 through March 31, 2019		Submit actual expenditures using the MCHBG Budget Workbook to DOH contract manager.	May 24, 2019	period. See Program Specific Requirements and Special Billing Requirements.
1e	Develop 2019-2020 MCHBG Budget Workbook for October 1, 2019 through September 30, 2020 using DOH provided template.		Submit MCHBG Budget Workbook to DOH contract manager	September 5, 2019	
1f	Report actual expenditures for October 1, 2017 through September 30, 2018		Submit actual expenditures using the MCHBG Budget Workbook to DOH contract manager.	November 30, 2018	
MCHBG Assessment and Evaluation					
2a	Participate in project evaluation activities developed and coordinated by DOH, as requested.		Documentation using report template provided by DOH	September 30, 2018 September 30, 2019	Reimbursement for actual costs, not to exceed total funding consideration.
2b	Report program level strategy measure data (CSHCN, UDS, ACEs).		Documentation using report template provided by DOH	January 15, 2018 April 15, 2018 July 15, 2018 October 15, 2018 January 15, 2019 April 15, 2019 July 15, 2019	See Program Specific Requirements and Special Billing Requirements.
2c	Conduct a Maternal and Child Health (MCH) Needs Assessment.		Submit Needs Assessment documentation to DOH contract manager using templates provided by DOH	May 24, 2019	
MCHBG Implementation					
3a	Develop 2018-2019 MCHBG Action Plan for October 1, 2018 through September 30, 2019 using DOH-provided template.		Submit MCHBG Action Plan to DOH contract manager	Draft August 17, 2018 Final September 5, 2018	Reimbursement for actual costs, not to exceed total funding consideration.
3b	Report activities and outcomes of 2017-2018 MCHBG Action Plan using DOH- provided template.		Submit Action Plan monthly reports to DOH contract manager	Monthly, on or before the 15 th of the following month	Action Plan and Progress Reports

Task Number	Task/Activity/Description	*May Support PHAB Standards/Measures	Deliverables/Outcomes	Due Date/Time Frame	Payment Information and/or Amount
3c	Develop 2019-2020 MCHBG Action Plan for October 1, 2019 through September 30, 2020 using DOH-provided template.		Submit MCHBG Action Plan to DOH contract manager	Draft August 17, 2019 Final- September 5, 2019	must only reflect activities paid for with funds provided in this statement of work for the specified funding period.
3d	Report activities and outcomes of 2018-2019 MCHBG Action Plan using DOH- provided template.		Submit Action Plan monthly reports to DOH contract manager	Monthly, on or before the 15 th of the following month	See Program Specific Requirements and Special Billing Requirements.
Children with Special Health Care Needs (CSHCN)					
4a	Complete Child Health Intake Form (CHIF) using the CHIF Automated System on all infants and children served by the CSHCN Program as referenced in CSHCN Program Manual. Ensure client data is collected on all children served by CSHCN contractors, including neurodevelopmental centers, regional maxillofacial coordinators, and the DOH Newborn Screening Program.		Submit CHIF data into Secure File Transport (SFT) website: https://sft.wa.gov	January 15, 2018 April 15, 2018 July 15, 2018 October 15, 2018 January 15, 2019 April 15, 2019 July 15, 2019	Reimbursement for actual costs, not to exceed total funding consideration. Action Plan and Progress Reports must only reflect activities paid for with funds provided in this statement of work for the specified funding period.
4b	Administer requested DOH Diagnostic and Treatment funds for infants and children per CSHCN Program Manual when funds are used.		Submit completed Health Services Authorization forms and Central Treatment Fund requests directly to the CSHCN Program as needed.	30 days after forms are completed.	See Program Specific Requirements and Special Billing Requirements.
4c	<i>Participate in the CSHCN Regional System and quarterly meetings as described in the CSHCN Focus of Work.</i>		<i>Submit Action Plan monthly reports including number of regional meetings attended to the DOH contract manager.</i>	<i>Monthly, on or before the 15th of the following month</i>	
4d	<i>Develop and update CSHCN County Resource List and share with partners as described in the CSHCN Focus of Work.</i>		<i>Submit completed resource list electronically to the DOH contract manager.</i>	<i>September 30, 2019</i>	

***For Information Only:**

Funding is not tied to the revised Standards/Measures listed here. This information may be helpful in discussions of how program activities might contribute to meeting a Standard/Measure. More detail on these and/or other Public Health Accreditation Board (PHAB) Standards/Measures that may apply can be found at: <http://www.phaboard.org/wp-content/uploads/PHAB-Standards-and-Measures-Version-1.0.pdf>

Program Specific Requirements/Narrative

Special Requirements

Federal Funding Accountability and Transparency Act (FFATA)

This statement of work is supported by federal funds that require compliance with the Federal Funding Accountability and Transparency Act (FFATA) or the Transparency Act). The purpose of the Transparency Act is to make information available online so the public can see how the federal funds are spent.

To comply with this act and be eligible to perform the activities in this statement of work, the LHJ must have a Data Universal Numbering System (DUNS®) number.

Information about the LHJ and this statement of work will be made available on USASpending.gov by DOH as required by P.L. 109-282.

Program Manual, Handbook, Policy References

Children with Special Health Care Needs Manual - <http://www.doh.wa.gov/Portals/1/Documents/Pubs/970-209-CSHCN-Manual.pdf>

Health Services Authorization (HSA) Form

<http://www.doh.wa.gov/Portals/1/Documents/Pubs/910-002-ApprovedHSA.docx>

Restrictions on Funds (what funds can be used for which activities, not direct payments, etc.)

1. At least 30% of federal Title V funds must be used for preventive and primary care services for children and at least 30% must be used services for children with special health care needs. [Social Security Law, Sec. 505(a)(3)].
2. Funds may not be used for:
 - a. Inpatient services, other than inpatient services for children with special health care needs or high risk pregnant women and infants, and other patient services approved by Health Resources and Services Administration (HRSA).
 - b. Cash payments to intended recipients of health services.
 - c. The purchase or improvement of land, the purchase, construction, or permanent improvement of any building or other facility, or the purchase of major medical equipment.
 - d. Meeting other federal matching funds requirements.
 - e. Providing funds for research or training to any entity other than a public or nonprofit private entity.
 - f. payment for any services furnished by a provider or entity who has been excluded under Title XVIII (Medicare), Title XIX (Medicaid), or Title XX (social services block grant). [Social Security Law, Sec 504(b)].
3. If any charges are imposed for the provision of health services using Title V (MCH Block Grant) funds, such charges will be pursuant to a public schedule of charges; will not be imposed with respect to services provided to low income mothers or children; and will be adjusted to reflect the income, resources, and family size of the individual provided the services. [Social Security Law, Sec. 505 (1)(D)].

Monitoring Visits (frequency, type)

Telephone calls with contract manager at least one every quarter, and annual site visit.

Special Billing Requirements

Payment is contingent upon DOH receipt and approval of all deliverables and an acceptable A19-1A invoice voucher. Payment to completely expend the “Total Consideration” for a specific funding period will not be processed until all deliverables are accepted and approved by DOH. Invoices must be submitted monthly by the 30th of each month following the month in which the expenditures were incurred and must be based on actual allowable program costs. Billing for services on a monthly fraction of the “Total Consideration” will not be accepted or approved.

Special Instructions

Contact DOH contract manager below for approval of expenses not reflected in approved budget workbook.

DOH Program Contact

Kara Seaman, Community Consultant
Office of Family and Community Health Improvement
Washington State Department of Health
Street Address: 310 Israel Rd SE, Tumwater, WA 98501
Mailing Address: PO Box 47848, Olympia, WA 98504
Telephone: 360-236-3963/ Fax: 360-236-3646
Email: Kara.Seaman@doh.wa.gov

Exhibit A
Statement of Work
Contract Term: 2018-2020

DOH Program Name or Title: Office of Drinking Water Group A Program -
Effective January 1, 2018

Local Health Jurisdiction Name: Grays Harbor County Public Health & Social
Services Department
Contract Number: CLH18245

SOW Type: Revision **Revision # (for this SOW)** 2

Period of Performance: January 1, 2018 through December 31, 2020

Funding Source <input checked="" type="checkbox"/> Federal Contractor <input checked="" type="checkbox"/> State <input type="checkbox"/> Other	Federal Compliance (check if applicable) <input type="checkbox"/> FFATA (Transparency Act) <input type="checkbox"/> Research & Development	Type of Payment <input type="checkbox"/> Reimbursement <input checked="" type="checkbox"/> Fixed Price
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Statement of Work Purpose: The purpose of this statement of work is to provide funding to the LHJ for conducting sanitary surveys and providing technical assistance to small community and non-community Group A water systems.

Revision Purpose: The purpose of this revision is to change end date in Funding Period from 12/31/18 to 12/31/19, increase Total Consideration, and revise Special Billing Requirements and Special Instructions.

Chart of Accounts Program Name or Title		CFDA #	BARS Revenue Code	Master Index Code	Funding Period (LHJ Use Only)		Current Consideration	Change Increase (+)	Total Consideration
Yr 20 SRF - Local Asst (15%) (FS)	SS	N/A	346.26.64	24139220	01/01/18	12/31/18	0	0	0
Sanitary Survey Fees (FO-SW)	SS-State	N/A	346.26.65	24232522	01/01/18	12/31/19	4,600	3,600	8,200
Yr 20 SRF - Local Asst (15%) (FS)	TA	N/A	346.26.66	24139220	01/01/18	12/31/18	0	0	0
Yr 20 SRF - Prog Mgmt (10%) (FS)	TA	N/A	346.26.66	24137220	01/01/18	12/31/18	500	0	500
Yr 21 SRF - Local Asst (15%) (FS)	SS	N/A	346.26.64	24139221	01/01/18	12/31/19	4,600	3,600	8,200
Yr 21 SRF - Local Asst (15%) (FS)	TA	N/A	346.26.66	24139221	01/01/18	12/31/19	1,500	2,000	3,500
TOTALS							11,200	9,200	20,400

Task Number	Task/Activity/Description	*May Support PHAB Standards/Measures	Deliverables/Outcomes	Due Date/Time Frame	Payment Information and/or Amount
1	Trained LHJ staff will conduct sanitary surveys of small community and non-community Group A water systems identified by the DOH Office of Drinking Water (ODW) Regional Office. See Special Instructions for task activity.		Provide Final* Sanitary Survey Reports to ODW Regional Office. Complete Sanitary Survey Reports shall include: 1. Cover letter identifying significant deficiencies, observations, recommendations, and referrals for further ODW follow-up.	Final Sanitary Survey Reports must be received by the ODW Regional Office within 30 calendar days of conducting the sanitary survey.	Upon ODW acceptance of the Final Sanitary Survey Report, the LHJ shall be paid \$400 for each sanitary survey of a non-community system with three or fewer connections. Upon ODW acceptance of the Final Sanitary Survey Report, the LHJ shall be paid \$800 for each sanitary survey of a non-community system with four or more connections and each community system.

Task Number	Task/Activity/Description	*May Support PHAB Standards/Measures	Deliverables/Outcomes	Due Date/Time Frame	Payment Information and/or Amount
	DOH will provide a tablet and GPS unit for the LHJ to gather source data during a routine sanitary survey. DOH expects the LHJ to commit to using the tablet and GPS for a five-year period.		<p>2. Completed Small Water System checklist.</p> <p>3. Updated Water Facilities Inventory (WFI).</p> <p>4. Photos of water system with text identifying features</p> <p>5. Any other supporting documents.</p> <p>*Final Reports reviewed and accepted by the ODW Regional Office.</p> <p>The LHJ surveyor will record at least two (2) GPS data points, for each source, into the preloaded Excel template on the tablet and submit that data file with the associated sanitary survey.</p>		<p>Payment is inclusive of all associated costs such as travel, lodging, per diem.</p> <p>Payment is authorized upon receipt and acceptance of the Final Sanitary Survey Report within the 30-day deadline.</p> <p>Late or incomplete reports may not be accepted for payment.</p>
2	<p>Trained LHJ staff will conduct Special Purpose Investigations (SPI) of small community and non-community Group A water systems identified by the ODW Regional Office.</p> <p>See Special Instructions for task activity.</p>		<p>Provide completed SPI Report and any supporting documents and photos to ODW Regional Office.</p>	<p>Completed SPI Reports must be received by the ODW Regional Office within 2 working days of the service request.</p>	<p>Upon acceptance of the completed SPI Report, the LHJ shall be paid \$800 for each SPI.</p> <p>Payment is inclusive of all associated costs such as travel, lodging, per diem.</p> <p>Payment is authorized upon receipt and acceptance of completed SPI Report within the 2 working day deadline.</p> <p>Late or incomplete reports may not be accepted for payment.</p>

Task Number	Task/Activity/Description	*May Support PHAB Standards/Measures	Deliverables/Outcomes	Due Date/Time Frame	Payment Information and/or Amount
3	Trained LHJ staff will provide direct technical assistance (TA) to small community and non-community Group A water systems identified by the ODDW Regional Office. See Special Instructions for task activity.		Provide completed TA Report and any supporting documents and photos to ODDW Regional Office.	Completed TA Report must be received by the ODDW Regional Office within 30 calendar days of providing technical assistance.	Upon acceptance of the completed TA Report, the LHJ shall be paid for each technical assistance activity as follows: <ul style="list-style-type: none"> • Up to 3 hours of work: \$250 • 3-6 hours of work: \$500 • More than 6 hours of work: \$750 Payment is inclusive of all associated costs such as consulting fee, travel, lodging, per diem. Payment is authorized upon receipt and acceptance of completed TA Report within the 30-day deadline. Late or incomplete reports may not be accepted for payment.
4	LHJ staff performing the activities under tasks 1, 2 and 3 must have completed the mandatory Sanitary Survey Training. See Special Instructions for task activity.		Prior to attending the training, submit an "Authorization for Travel (Non-Employee)" DOH Form 710-013 to the ODDW Program Contact below for approval (to ensure that enough funds are available).	Annually	LHJ shall be paid mileage, per diem, lodging, and registration costs as approved on the pre-authorization form in accordance with the current rates listed on the OFM Website http://www.ofm.wa.gov/resources/travel.asp

***For Information Only:**

Funding is not tied to the revised Standards/Measures listed here. This information may be helpful in discussions of how program activities might contribute to meeting a Standard/Measure. More detail on these and/or other Public Health Accreditation Board (PHAB) Standards/Measures that may apply can be found at: <http://www.phaboard.org/wp-content/uploads/PHAB-Standards-and-Measures-Version-1.0.pdf>

Program Specific Requirements/Narrative

Special References (RCWs, WACs, etc)

Chapter 246-290 WAC is the set of rules that regulate Group A water systems. By this statement of work, ODDW contracts with the LHJ to conduct sanitary surveys (and SPIs, and provide technical assistance) for small community and non-community water systems with groundwater sources. ODDW retains responsibility for conducting sanitary surveys (and SPIs, and provide technical assistance) for small community and non-community water systems with surface water sources, large water systems, and systems with complex treatment.

LHJ staff assigned to perform activities under tasks 1, 2, and 3 must be trained and approved by ODDW prior to performing work. See special instructions under Task 4, below.

Special Billing Requirements

The LHJ shall submit quarterly invoices within 30 days following the end of the quarter in which work was completed, noting on the invoice the quarter and year being billed for. Payment cannot exceed a maximum accumulative fee of ~~\$9,200~~ **\$16,400** for **Task 1**, and ~~\$2,000~~ **\$4,000** for **Task 2**, **Task 3** and **Task 4 combined** during the contracting period, to be paid at the rates specified in the Payment Method/Amount section above. When invoicing for sanitary surveys, bill half to BARS Revenue Code 346.26.64 and half to BARS Revenue Code 346.26.65.

When invoicing for **Task 1**, submit the list of WS Name, ID #, Amount Billed, Survey Date and Letter Date that you are requesting payment. When invoicing for **Task 2-3**, submit the list of WS Name, ID #, TA Date and description of TA work performed, and Amount Billed.

When invoicing for **Task 4**, submit receipts and the signed pre-authorization form for non-employee travel to the ODW Program Contact below and a signed A19-1A Invoice Voucher to the DOH Grants Management, billing to BARS Revenue Code 346.26.66 under Technical Assistance (TA).

Special Instructions

Task 1

Trained LHJ staff will evaluate the water system for physical and operational deficiencies and prepare a Final Sanitary Survey Report which has been accepted by ODW. Detailed guidance is provided in the *Field Guide for Sanitary Surveys, Special Purpose Investigations and Technical Assistance* (Field Guide). The sanitary survey will include an evaluation of the following eight elements: source; treatment; distribution system; finished water storage; pumps, pump facilities and controls; monitoring, reporting and data verification; system management and operation; and certified operator compliance. If a system is more complex than anticipated or other significant issues arise, the LHJ may request ODW assistance.

- No more than ~~1~~ **2** survey of non-community systems with three or fewer connections to be completed between January 1, 2018 and December 31, 2018.
- No more than ~~11~~ **13** surveys of non-community systems with four or more connections and all community systems to be completed between January 1, 2018 and December 31, 2018.
- ~~No more than 3 surveys of non-community systems with three or fewer connections to be completed between January 1, 2019 and December 31, 2019.~~
- ~~No more than 5 surveys of non-community systems with four or more connections and all community systems to be completed between January 1, 2019 and December 31, 2019.~~

The process for assignment of surveys to the LHJ, notification of the water system, and ODW follow-up with unresponsive water systems; and other roles and responsibilities of the LHJ are described in the Field Guide.

Task 2

Trained LHJ staff will perform Special Purpose Investigations (SPIs) as assigned by ODW. SPIs are inspections to determine the cause of positive coliform samples or the cause of other emergency conditions. SPIs may also include sanitary surveys of newly discovered Group A water systems. Additional detail about conducting SPIs is described in the Field Guide. The ODW Regional Office must authorize in advance any SPI conducted by LHJ staff.

Task 3

Trained LHJ staff will conduct Technical assistance as assigned by ODW. Technical Assistance includes assisting water system personnel in completing work or verifying work has been addressed as required, requested, or advised by the ODW to meet applicable drinking water regulations. Examples of technical assistance activities are described in the Field Guide. The ODW Regional Office must authorize in advance any technical assistance provided by the LHJ to a water system.

Task 4

LHJ staff assigned to perform activities under tasks 1, 2, and 3 must be trained and approved by ODW prior to performing work. LHJ staff performing the activities under tasks 1, 2 and 3 must have completed, with a passing score, the ODW Online Sanitary Survey Training and the ODW Sanitary Survey Field Training. LHJ staff performing activities under tasks 1, 2, and 3 must attend the Annual ODW Sanitary Survey Workshop, and are expected to attend the Regional ODW LHJ Drinking Water Meetings.

If required trainings, workshops or meetings are not available, not scheduled, or if the LHJ staff person is unable to attend these activities prior to conducting assigned tasks, the LHJ staff person may, with ODW approval, substitute other training activities to be determined by ODW. Such substitute activities may include one-on-one training with ODW staff, co-surveys with ODW staff, or other activities as arranged and pre-approved by ODW. LHJ staff may not perform the activities under tasks 1, 2, and 3 without completing the training that has been arranged and approved by ODW.

Program Manual, Handbook, Policy References
<http://www.doh.wa.gov/Portals/1/Documents/Pubs/331-486.pdf>

DOH Program Contact

Denise Miles
DOH Office of Drinking Water
243 Israel Rd SE
Tumwater, WA 98501
Denise.Miles@doh.wa.gov
(360) 236-3028

DOH Fiscal Contact

Karena McGovern
DOH Office of Drinking Water
243 Israel Rd SE
Tumwater, WA 98501
Karena.McGovern@doh.wa.gov
(360) 236-3094

Exhibit A
Statement of Work
Contract Term: 2018-2020

DOH Program Name or Title: WIC Nutrition Program - Effective January 1, 2018 **Local Health Jurisdiction Name:** Grays Harbor County Public Health & Social Services Department
Contract Number: CLH18245

SOW Type: Revision **Revision # (for this SOW)** 5

Period of Performance: January 1, 2018 through December 31, 2020

Funding Source <input checked="" type="checkbox"/> Federal Subrecipient <input type="checkbox"/> State <input type="checkbox"/> Other	Federal Compliance (check if applicable) <input checked="" type="checkbox"/> FFATA (Transparency Act) <input type="checkbox"/> Research & Development	Type of Payment <input checked="" type="checkbox"/> Reimbursement <input type="checkbox"/> Fixed Price
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Statement of Work Purpose: The purpose of this revision is to add funds in the FFY19 CSS USDA WIC Program Mgmt for caseload and annual training funds..

Revision Purpose: The purpose of this revision is to increase funding in CSS WIC Program Mgmt category for FFY19, FFY20 and FFY21, add FFY16 Cascades USDA WIC Program Mgmt funding, modify tasks 1.8a and 1.8b, add a Special Requirement, and update Program and Fiscal Contact information.

Chart of Accounts Program Name or Title	CFDA #	BARS Revenue Code	Master Index Code	Funding Period (LHJ Use Only) Start Date End Date	Current Consideration	Change Increase (+)	Total Consideration
FFY18 CSS USDA WIC PROGRAM MGNT	10.557	333.10.55	76211280	01/01/18 09/30/18	224,660	0	224,660
FFY19 CSS USDA WIC PROGRAM MGNT	10.557	333.10.55	76211290	10/01/18 09/30/19	274,710	300	275,010
FFY20 CSS USDA WIC PROGRAM MGNT	10.557	333.10.55	TBD	10/01/19 09/30/20	261,960	5,400	267,360
FFY21 CSS USDA WIC PROGRAM MGNT	10.557	333.10.55	TBD	10/01/20 12/31/20	65,490	1,350	66,840
FFY18 CSS USDA WIC FMNP PROGRAM MGNT	10.572	333.10.57	76211284	01/01/18 09/30/18	327	0	327
FFY16 CASCADES WIC PROGRAM MGNT MIS	10.578	333.10.57	7641126X	01/01/19 09/30/19	0	3,080	3,080
TOTALS					827,147	10,130	837,277

Task Number	Task/Activity/Description	*May Support PHAB Standards/Measures	Deliverables/Outcomes	Due Date/Time Frame	Payment Information and/or Amount
1	WIC Nutrition Program				See "Special Billing Requirements" below.
1.1	Maintain authorized participating caseload at 100% based on quarterly average as determined from monthly caseload management reports generated at the state WIC office. The Department of Health (DOH) State WIC Nutrition Program has the option of reducing authorized participating caseload and corresponding funding when:	7.2	Outcomes based on monthly participation data from state WIC caseload management reports.		

Task Number	Task/Activity/Description	*May Support PHAB Standards/Measures	Deliverables/Outcomes	Due Date/Time Frame	Payment Information and/or Amount
	1. Unanticipated funding situations occur. 2. Reallocations are necessary to redistribute caseload statewide. Authorized participating caseload for January 2018 through December 2020 = <u>1,260</u> Authorized participating caseload for October 2018 through December 2020 = <u>1,350</u>				
1.2	Submit the annual Nutrition Services Plan for each year of the Contract.	9.2	Nutrition Services Plan	First year due 11/30/18 Second year due 11/30/19 Third year due 11/30/20	Payment withheld if not received by due date.
1.3	Submit the annual Nutrition Services Expenditure Report for each year of the Contract.	11.2	Nutrition Services Expenditure Report	First year due 11/30/18 Second year due 11/30/19 Third year due 11/30/20	Payment withheld if not received by due date.
1.4	Tell clients about other health services in the agency. If needed, develop written agreements with other health care agencies and refer clients to these services.	3.1	Documentation must be available for review by WIC monitor staff.	Biennial WIC monitor	
1.5	Provide nutrition education services to clients and caregivers in accordance with federal and state requirements.	3.1	Documentation must be available for review by WIC monitor staff.	Biennial WIC monitor	
1.6	Issue WIC checks while assuring adequate check security and reconciliation.	11.2	Documentation must be available for review by WIC monitor staff.	Biennial WIC monitor	
1.7	Collect data, maintain records, and submit reports to effectively enforce the non-discrimination laws (Refer to Civil Rights Assurances below).	7.1	Documentation must be available for review by WIC monitor staff.	Biennial WIC monitor	
1.8a	Submit entire WIC Budget Workbook with October A19 Invoice. Submit WIC Budget Workbook for each year of the contract.	11.2	Budget Workbook	First year due 10/31/18 Second year due 10/31/19 09/30/19 Third year due 10/31/20 09/30/20	

Task Number	Task/Activity/Description	*May Support PHAB Standards/Measures	Deliverables/Outcomes	Due Date/Time Frame	Payment Information and/or Amount
1.8b	Submit Rev-Exp Report spreadsheet from the WIC Budget Workbook on a monthly basis with A19 invoice and submit entire revised WIC Budget Workbook for each year of the contract.	11.2	Rev-Exp Report and revised Budget Workbook.	10/31-entire workbook each year 11/30 each year 12/31 each year 01/30 each year 02/28 each year 03/31 each year 04/30 each year 05/31 each year 06/30 each year 07/31 each year 08/31 each year 09/30 each year Mid-year revision due 04/30/19 Mid-year revision due 04/30/20	
2	Breastfeeding Promotion				See "Special Billing Requirements" below
2.1	Provide breastfeeding promotion and support activities in accordance with federal and state requirements	3.1	Status report of chosen activities in Nutrition Services Plan.	First year due 11/30/18 Second year due 11/30/19 Third year due 11/30/20 Biennial WIC monitor	
2.2	Work with community partners to improve practices that affect breastfeeding. Choose one or more of the following projects: <ul style="list-style-type: none"> Change worksite policies of employers who likely employ low income women Provide breastfeeding education to health care providers who serve low income pregnant and breastfeeding women Work with birthing hospitals to improve maternity care practices that affect WIC client breastfeeding rates Provide clients access to lactation consultants 	4.2	Documentation must be available for review by WIC monitor staff. Status report of chosen activities in Nutrition Services Plan. Documentation must be available for review by WIC monitor staff.	First year due 11/30/18 Second year due 11/30/19 Third year due 11/30/20 Biennial WIC monitor	

Task Number	Task/Activity/Description	*May Support PHAB Standards/Measures	Deliverables/Outcomes	Due Date/Time Frame	Payment Information and/or Amount
	<ul style="list-style-type: none"> Provide staff and community partners breastfeeding training <p>Other projects will need pre-approval from the State WIC Office.</p>				
3	Farmers Market Nutrition Program (FMNP)				See "Special Billing Requirements" below
3.1	Distribute all Farmers Market Nutrition Program checks to eligible WIC clients between June and September 30 of current year.		Send completed readable copy of FMNP check registers to State WIC office on a weekly basis following FMNP procedures.	<p>Weekly June-Sept. 2018</p> <p>Weekly June-Sept. 2019</p> <p>Weekly June-Sept. 2020</p> <p>All registers sent by Oct. 1, 2018; Oct. 1, 2019, and Oct. 1, 2020</p> <p>Biennial WIC Monitor</p>	
			Documentation must be available for review by WIC monitor staff.		

***For Information Only:**

Funding is not tied to the revised Standards/Measures listed here. This information may be helpful in discussions of how program activities might contribute to meeting a Standard/Measure. More detail on these and/or other Public Health Accreditation Board (PHAB) Standards/Measures that may apply can be found at: <http://www.phaboard.org/wp-content/uploads/PHAB-Standards-and-Measures-Version-1.0.pdf>

Program Specific Requirements/Narrative

Federal Funding Accountability and Transparency Act (FFATA)

This statement of work is supported by federal funds that require compliance with the Federal Funding Accountability and Transparency Act (FFATA or the Transparency Act). The purpose of the Transparency Act is to make information available online so the public can see how the federal funds are spent.

To comply with this act and be eligible to perform the activities in this statement of work, the LHJ must have a Data Universal Numbering System (DUNS®) number.

Information about the LHJ and this statement of work will be made available on USASpending.gov by DOH as required by P.L. 109-282.

Program Manual, Handbook, Policy References:

The LHJ shall be responsible for providing services according to rules, regulations and other information contained in the following:

- WIC Federal Regulations, USDA, FNS 7CFR Part 246, 3016, 3017 and 3018
- Washington State WIC Nutrition Program Policy and Procedure Manual

- Farmers Market Nutrition Program Federal Regulations, USDA, FNS 7CFR Part 248
- Other directives issued during the term of the Contract

Staffing Requirements:

The LHJ must:

- Use Competent Professional Authority staff, as defined by WIC policy, to determine client eligibility, prescribe an appropriate food package and offer nutrition education based on the clients' needs.
- Use a Registered Dietitian (RD) or other qualified nutritionist to provide nutrition services to high risk clients, to include development of a high risk care plan. The RD is also responsible for quality assurance of WIC nutrition services. See WIC Policy for qualifications for a Registered Dietitian and other qualified nutritionist.
- Assign a qualified person to be the Breastfeeding Coordinator to organize and direct local agency efforts to meet federal and state policies regarding breastfeeding promotion and support. The Breastfeeding Coordinator must be an International Board Certified Lactation Consultant or attend an intensive lactation management course, or other state approved training.

Restrictions on Funds:

The LHJ shall follow the instructions found in the Policy and Procedure Manual under WIC Allowable Costs.

Monitoring Visits:

Program and fiscal monitoring are done on a Biennial (every two years) basis, and are conducted onsite.

The LHJ must maintain on file and have available for review, audit and evaluation:

- 1) All criteria used for certification, including information on income, nutrition risk eligibility and referrals
- 2) Program requirements
- 3) Nutrition education
- 4) All financial records

Definitions:

What is the WIC program?

- (1) The WIC program in the state of Washington is administered by DOH.
- (2) The WIC program is a federally funded program established in 1972 by an amendment to the Child Nutrition Act of 1966. The purpose of the program is to provide nutrition and health assessment; nutrition education; nutritious food; breastfeeding counseling; and referral services to pregnant, breastfeeding, and postpartum women, infants, and young children in specific risk categories.
- (3) Federal regulations governing the WIC program (7 CFR Part 246) require implementation of standards and procedures to guide the state's administration of the WIC program. These regulations define the rights, responsibilities, and legal procedures of WIC employees, clients, persons acting on behalf of a client, and retailers. They are designed to promote:
 - (a) High quality nutrition services;
 - (b) Consistent application of policies and procedures for eligibility determination;
 - (c) Consistent application of policies and procedures for food benefit issuance and delivery; and
 - (d) WIC program compliance.
- (4) The WIC program implements policies and procedures stated in program manuals, handbooks, contracts, forms, and other program documents approved by the USDA Food and Nutrition Service.

- (5) The WIC program may impose sanctions against WIC clients for not following WIC program rules stated on the WIC rights and responsibilities.
- (6) The WIC program may impose monetary penalties against persons who misuse WIC checks or WIC food but who are not WIC clients.

Assurances/Certifications:

1. Computer Equipment Loaned by the DOH WIC Nutrition Program

In order to perform WIC program activities, DOH requires computers and printers to be in local WIC clinics or to be transported to mobile clinics. This equipment ("Loaned Equipment") is owned by DOH, and loaned to the local agency (LHJ). The Loaned Equipment is supported by DOH. This equipment shall be used for WIC business only or according to WIC Policy and Procedures.

An inventory of Loaned Equipment is kept by DOH. Each time Loaned Equipment is changed, the parties shall complete the Equipment Transfer Form and DOH updates the inventory. A copy of the Transfer Form will be provided to the LHJ. Copies of the updated inventory list may be requested at any time.

The LHJ agrees to:

- a. Defend, protect and hold harmless DOH or any of its employees from any claims, suits or actions arising from the use of this Loaned Equipment.
- b. Assume responsibility for any loss or damage from abnormal wear or use, or from inappropriate storage or transportation.

DOH may enforce this by:

- 1) Requiring reimbursement from the LHJ of the value of the Loaned Equipment at the time of the loss or damage.
- 2) Requiring the LHJ to replace the Loaned Equipment with equipment of the same type, manufacturer, and capabilities (as pre-approved by DOH), or
- 3) Assertion of a lien against the LHJ's property.
- c. Notify DOH immediately of any damage to Loaned Equipment.
- d. Notify DOH prior to moving or replacing any Loaned Equipment.

The Department recommends LHJs carry insurance against possible loss or theft.

2. Civil Rights Assurance

The LHJ shall perform all services and duties necessary to comply with federal law in accordance with the following Civil Rights Assurance:

- a. "The LHJ hereby agrees that it will comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.), Title IX of the Education Amendments of 1972 (20 U.S.C. 1681 et seq.), Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.); all provisions required by the implementing regulations of the Department of Agriculture; Department of Justice Enforcement Guidelines, 28 CFR 50.3 and 42; and FNS directives and guidelines, to the effect that, no person shall, on the ground of race, color, national origin, sex, age or handicap, be excluded from participation in, be denied benefits of, or otherwise be subject to discrimination under any program or activity for which the LHJ receives Federal financial assistance from FNS; and hereby gives assurance that it will immediately take measures necessary to effectuate this Contract.
- b. "By accepting this assurance, the LHJ agrees to compile data, maintain records and submit reports as required, to permit effective enforcement of the nondiscrimination laws and permit authorized USDA personnel during normal working hours to review such records, books and accounts as needed to ascertain compliance with the nondiscrimination laws. If there are any violations of this assurance, the Department of Agriculture, Food and Nutrition Service, shall have the right to seek judicial enforcement of this assurance. This assurance is binding on the LHJ, its successors, transferees, and assignees, as long as it receives assistance or retains possession of any assistance from DOH. The person or persons whose signatures appear on the contract are authorized to sign this assurance on behalf of the LHJ."

3. 7CFR Parts 3016, 3017, 3018

The LHJ shall comply with all the fiscal and operations requirements prescribed by the state agency as directed by Federal WIC Regulations (7CFR part 246.6), 7CFR part 3016, the debarment and suspension requirements of 7CFR part 3017, if applicable, the lobbying restrictions of 7CFR part 3018, and FNS guidelines and instructions and shall provide on a timely basis to the state agency all required information regarding fiscal and program information.

Special Billing Requirements:

1. Definitions

Contract Period: January 1, 2018-December 31, 2020

Contract Budget Period: The time period for which the funding is budgeted.

- There are four federal budget periods

January 1, 2018 through September 30, 2018;
October 1, 2018 through September 30, 2019;
October 1, 2019 through September 30, 2020;
October 1, 2020 through December 31, 2020.

2. Billing Information

- Billings are submitted on an A19-1A form, which is coded and provided by DOH prior to each federal fiscal budget period. Submit summary level financial data to support each individual program billing.
- A19-1A forms are submitted monthly following the close of each calendar month or upon completion of services, before the end of the federal contract budget period.
- Funds are allocated by budget categories (refer to Chart of Accounts Program names) and by state and federal budget periods (refer to the allocation sheet).
- Expenses are incurred only during the budget period; no carry forward from previous time periods, or borrowing from future time periods is allowed. Advance payments are not allowed.
- Payments for a budget period are limited to the amounts allocated for the budget period for each budget category.
- Billings are based on actual costs, with back up documentation retained by the LHJ and available for inspection by DOH or other appropriate authorities.
- Payments will be made only for WIC approved expenditures. Refer to the Washington State WIC Nutrition Program Policy and Procedure Manual Volume 2, Chapter 4 – Allowable Costs and 2 CFR Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

Special Instructions:

The LHJ shall:

- Maintain complete, accurate, and current accounting of all local, state, and federal program funds received and expended.
- Provide, as necessary, a single audit in accordance with the provisions of 2 CFR Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. This circular requires the LHJ to have a single audit performed should LHJ spend \$750,000 or more of federal grants or awards from all sources. The LHJ is a subrecipient of federal funds.
- Staff must use Breastfeeding Peer Counseling (BFPC) Program funds only to support the peer counseling program. Once the program is established and peer counselors are trained, the majority of the salary costs must be paid to peer counselors to provide direct services to WIC clients. For a list of allowable costs see Volume 2, Chapter 4 – Allowable Costs. The priority use of BFPC funds is to hire and train peer counselors to provide breastfeeding peer counseling services to WIC clients.

Special Requirements:

Contract Funding Period	Time Period Special Requirement Funds Available	Amount	Description of Special Requirement
January 2018-September 2018	January 2019- September 2019	\$8,100	Added in the USDA/WIC Program Management “Other” category to fund training and travel expenses for WIC staff to attend WIC-related trainings. This doesn’t include out of state trainings.
October 2018- September 2019	October 2018- September 2019	\$8,340	Added in the USDA/WIC Program Management “Other” category to fund training and travel expenses for WIC staff to attend WIC-related trainings and for WIC staff salaries to complete local agency provided WIC-related trainings. This doesn’t include out of state trainings.
<i>January 2019 – September 2019</i>	<i>January 2019 – September 2019</i>	<i>\$3,080</i>	<i>Added in the 2016 USDA MIS SAM Cascades tech grant category to fund training and travel expenses for WIC Staff to attend Cascades trainings.</i>

Other

Any program requirements that are not followed may be subject to corrective action, and may result in monetary fines, repayment of funds, or withholding of Contract payment.

DOH Program Contact

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WIC Nutrition Program
PO Box 47886, Olympia, WA 98504-7886
~~Kathi.Lloyd@doh.wa.gov Sonia.Ferguson@doh.wa.gov~~
~~360-236-3965 or 1-800-841-1410 x-3965-360-236-3816~~

DOH Fiscal Contact

Danielle VanDerhoof, ~~Fiscal Analyst HSC3~~
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PO Box 47886, Olympia, WA 98504-7886
Danielle.VanDerhoof@doh.wa.gov
360-236-3676 or 1-800-841-1410 x 3676

EXHIBIT B-6
 ALLOCATIONS
 Contract Term: 2018-2020

Grays Harbor County Public Health & Social Services Department
 Indirect Rate as of January 2018: 10%

Chart of Accounts Program Title	Federal Award Identification #	Amend #	CFDA*	BARS Revenue Code**	Statement of Work		DOH Use Only		Funding Period Sub Total	Chart of Accounts Total
					Start Date	End Date	Start Date	Funding Period End Date		
FFY21 CSS USDA WIC Program Mgmt	NGA Not Received	Amd 6	10.557	333.10.55	10/01/20	12/31/20	10/01/20	12/31/20	\$66,840	\$833,870
FFY21 CSS USDA WIC Program Mgmt	NGA Not Received	N/A	10.557	333.10.55	10/01/20	12/31/20	10/01/20	12/31/20	\$65,490	
FFY20 CSS USDA WIC Program Mgmt	NGA Not Received	Amd 6	10.557	333.10.55	10/01/19	09/30/20	10/01/19	09/30/20	\$267,360	
FFY20 CSS USDA WIC Program Mgmt	NGA Not Received	N/A	10.557	333.10.55	10/01/19	09/30/20	10/01/19	09/30/20	\$261,960	
FFY19 CSS USDA WIC Program Mgmt	187WAWA7W1003	Amd 6	10.557	333.10.55	10/01/18	09/30/19	10/01/18	09/30/19	\$275,010	
FFY19 CSS USDA WIC Program Mgmt	187WAWA7W1003	Amd 5	10.557	333.10.55	10/01/18	09/30/19	10/01/18	09/30/19	\$12,750	
FFY19 CSS USDA WIC Program Mgmt	187WAWA7W1003	N/A	10.557	333.10.55	10/01/18	09/30/19	10/01/18	09/30/19	\$261,960	
FFY18 CSS USDA WIC Program Mgmt	187WAWA7W1003	Amd 3	10.557	333.10.55	01/01/18	09/30/18	10/01/17	09/30/18	\$2,140	
FFY18 CSS USDA WIC Program Mgmt	187WAWA7W1003	Amd 2	10.557	333.10.55	01/01/18	09/30/18	10/01/17	09/30/18	\$8,100	
FFY18 CSS USDA WIC Program Mgmt	187WAWA7W1003	Amd 1	10.557	333.10.55	01/01/18	09/30/18	10/01/17	09/30/18	\$17,950	
FFY18 CSS USDA WIC Program Mgmt	187WAWA7W1003	N/A	10.557	333.10.55	01/01/18	09/30/18	10/01/17	09/30/18	\$196,470	
FFY18 CSS USDA FMNP Prog Mgmt	187WAWA7Y8604	Amd 2	10.572	333.10.57	01/01/18	09/30/18	10/01/17	09/30/18	\$327	\$327
FFY16 Cascades USDA WIC Prog Mgmt-MIS SG	16157WAWA6W522	Amd 6	10.578	333.10.57	01/01/19	09/30/19	03/11/16	09/30/19	\$3,080	\$3,080
FFY18 Swimming Beach Act Grant IAR (ECY)	00J75501	Amd 1	66.472	333.66.47	03/01/18	10/31/18	12/15/17	12/14/18	\$12,000	\$12,000
FFY17 EPR PHEP BP1 LHJ Funding	NU90TP921889-01	Amd 2	93.069	333.93.06	01/01/18	06/30/18	07/01/17	07/02/18	\$2,099	\$25,499
FFY17 EPR PHEP BP1 LHJ Funding	NU90TP921889-01	N/A	93.069	333.93.06	01/01/18	06/30/18	07/01/17	07/02/18	\$23,400	
FFY18 EPR PHEP BP1 Supp LHJ Funding	NU90TP921889-01	Amd 5	93.069	333.93.06	07/01/18	06/30/19	07/01/18	06/30/19	\$57,972	\$57,972
FFY18 EPR PHEP BP1 Supp LHJ Funding	NU90TP921889-01	Amd 4	93.069	333.93.06	07/01/18	06/30/19	07/01/18	06/30/19	\$1,044	
FFY18 EPR PHEP BP1 Supp LHJ Funding	NU90TP921889-01								\$56,928	
FFY18 Prescription Drug OD Enhanced	NU17CE002734	Amd 5	93.136	333.93.13	09/01/18	08/31/19	09/01/18	08/31/19	\$45,000	\$45,000
FFY18 Family Planning Title X	FPHPA006359	Amd 4	93.217	333.93.21	09/01/18	03/31/19	09/01/18	08/31/19	\$25,999	\$54,342
FFY17 Family Planning Title X	FPHPA106286	Amd 3	93.217	333.93.21	01/01/18	08/31/18	04/01/17	08/31/18	\$19,320	
FFY17 Family Planning Title X	FPHPA106286	N/A, Amd 3	93.217	333.93.21	01/01/18	08/31/18	04/01/17	08/31/18	\$9,023	
FFY18 Suicide Prevention Works	U79SM061734	Amd 5	93.243	333.93.24	09/30/18	09/29/19	09/30/18	09/29/19	\$135,000	\$270,000
FFY17 Suicide Prevention Works	SM061734	Amd 4	93.243	333.93.24	01/01/18	09/29/18	09/30/17	09/30/18	\$135,000	
FFY17 Suicide Prevention Works	SM061734	N/A	93.243	333.93.24	01/01/18	09/29/18	09/30/17	09/30/18	\$75,000	
FFY17 Increasing Immunization Rates	NH23IP000762	Amd 3, 4	93.268	333.93.26	07/01/18	06/30/19	07/01/18	06/30/19	\$5,600	\$5,600
FFY19 MCHBG LHJ Contracts	B04MC32578	Amd 4	93.994	333.93.99	10/01/18	09/30/19	10/01/18	09/30/19	\$80,129	\$143,778
FFY18 MCHBG LHJ Contracts	B04MC31524	Amd 2	93.994	333.93.99	01/01/18	09/30/18	10/01/17	09/30/18	\$3,552	
FFY18 MCHBG LHJ Contracts	B04MC31524	N/A	93.994	333.93.99	01/01/18	09/30/18	10/01/17	09/30/18	\$63,649	
FFY18 MCHBG LHJ Contracts	B04MC31524								\$60,097	

Indirect Rate as of January 2018: 10%

Chart of Accounts Program Title	Federal Award Identification #	Amend #	CFDA*	BARS Revenue Code**	Statement of Work Funding Period		DOH Use Only Chart of Accounts Funding Period		Amount	Funding Period Sub Total	Chart of Accounts Total
					Start Date	End Date	Start Date	End Date			
GFS - Group B (FO-SW)		Amd 3	N/A	334.04.90	01/01/18	06/30/18	07/01/17	06/30/19	(\$10,000)	\$0	\$0
GFS - Group B (FO-SW)		N/A	N/A	334.04.90	01/01/18	06/30/18	07/01/17	06/30/19	\$10,000		
FY2 Group B Programs for DW (FO-SW)		Amd 3	N/A	334.04.90	07/01/18	06/30/19	07/01/18	06/30/19	\$20,000	\$20,000	\$30,000
FY1 Group B Programs for DW (FO-SW)		Amd 3	N/A	334.04.90	01/01/18	06/30/18	01/01/18	06/30/18	\$10,000	\$10,000	
SFY20 Family Planning Cost Share		Amd 4	N/A	334.04.91	07/01/19	08/31/19	07/01/19	08/31/19	\$13,323	\$13,323	\$192,067
SFY19 Family Planning Cost Share		Amd 4	N/A	334.04.91	09/01/18	06/30/19	07/01/18	06/30/19	\$66,614	\$66,614	
SFY19 Family Planning Cost Share		Amd 3	N/A	334.04.91	07/01/18	08/31/18	07/01/18	06/30/19	\$23,165	\$23,165	
SFY18 Family Planning Cost Share		Amd 1	N/A	334.04.91	01/01/18	06/30/18	07/01/17	06/30/18	\$64,815	\$88,965	
SFY18 Family Planning Cost Share		N/A, Amd 1	N/A	334.04.91	01/01/18	06/30/18	07/01/17	06/30/18	\$24,150		
SFY1 Lead Environments of Children		Amd 2	N/A	334.04.93	01/01/18	06/30/18	07/01/17	06/30/18	(\$5,000)	(\$5,000)	\$0
SFY1 Lead Environments of Children		Amd 1	N/A	334.04.93	01/01/18	06/30/18	07/01/17	06/30/18	\$5,000	\$5,000	
Rec Shellfish/Biotoxin		N/A	N/A	334.04.93	01/01/18	06/30/19	07/01/17	06/30/19	\$1,200	\$1,200	\$1,200
FPHS Funding for LHJs Dir		Amd 3	N/A	336.04.25	07/01/18	06/30/19	07/01/17	06/30/19	\$42,000	\$42,000	\$42,000
YR 20 SRF - Local Asst (15%) (FS) SS		Amd 3	N/A	346.26.64	01/01/18	12/31/18	07/01/15	12/31/18	(\$4,600)	\$0	\$0
YR 20 SRF - Local Asst (15%) (FS) SS		N/A, Amd 3	N/A	346.26.64	01/01/18	12/31/18	07/01/15	12/31/18	\$4,600		
YR 21 SRF - Local Asst (15%) (FS) SS		Amd 6	N/A	346.26.64	01/01/18	12/31/19	07/01/17	12/31/19	\$3,600	\$8,200	\$8,200
YR 21 SRF - Local Asst (15%) (FS) SS		Amd 3, 6	N/A	346.26.64	01/01/18	12/31/19	07/01/17	12/31/19	\$4,600		
Sanitary Survey Fees (FO-SW) SS State		Amd 6	N/A	346.26.65	01/01/18	12/31/19	07/01/17	12/31/19	\$3,600	\$8,200	\$8,200
Sanitary Survey Fees (FO-SW) SS-State		N/A, Amd 3, 6	N/A	346.26.65	01/01/18	12/31/19	07/01/17	12/31/19	\$4,600		
YR 20 SRF - Local Asst (15%) (FS) TA		Amd 3	N/A	346.26.66	01/01/18	12/31/18	07/01/15	12/31/18	(\$2,000)	\$0	\$0
YR 20 SRF - Local Asst (15%) (FS) TA		N/A, Amd 3	N/A	346.26.66	01/01/18	12/31/18	07/01/15	12/31/18	\$2,000		
YR 20 SRF - Prog Mgmt (10%) (FS) TA		Amd 3	N/A	346.26.66	01/01/18	12/31/18	07/01/17	06/30/19	\$500	\$500	\$500
YR 21 SRF - Local Asst (15%) (FS) TA		Amd 6	N/A	346.26.66	01/01/18	12/31/19	07/01/17	12/31/19	\$2,000	\$3,500	\$3,500
YR 21 SRF - Local Asst (15%) (FS) TA		Amd 3, 6	N/A	346.26.66	01/01/18	12/31/19	07/01/17	12/31/19	\$1,500		
TOTAL									\$1,737,135	\$1,737,135	
Total consideration:		\$1,717,805								GRAND TOTAL	\$1,737,135
GRAND TOTAL		\$19,330								Total Fed	\$1,451,468
		\$1,737,135									

Indirect Rate as of January 2018: 10%

Chart of Accounts Program Title	Federal Award Identification #	Amend #	CFDA *	BARS Revenue Code**	Statement of Work		DOH Use Only		Funding Period Sub Total	Chart of Accounts Total
					Funding Period		Start Date	End Date		
					Amount		Amount			
									Total State	\$285,667

*Catalog of Federal Domestic Assistance

**Federal revenue codes begin with "333". State revenue codes begin with "334".

\$10,000
\$1,200
\$75,000
\$23,400
\$11,200
\$785,880
\$60,097
\$33,173
\$999,950

Exhibit C-6 Schedule of Federal Awards

Date: November 15, 2018

GRAYS HARBOR COUNTY HEALTH DEPT-SWV0008172-05
CONTRACT CLH18245-Grays Harbor County Public Health & Social Services Department
CONTRACT PERIOD: 01/01/2018-12/31/2020

Chart of Accounts Program Title		BARS	DOH Federal Award Date	Total Amt Federal Award	Allocation Period		Contract Amt	CFDA	CFDA Program Title	Federal Agency Name	Federal Award Identification Number	Federal Grant Award Name
FFY21 CSS USDA WIC PROGRAM MGMT		333.10.55	NGA Not Received	NGA Not Received	10/01/20	12/31/20	\$66,840	10.557	Special Supplemental Nutrition Program for Women, Infants, and Children	Department of Agriculture Food and Nutrition Service	NGA Not Received	NGA Not Received
FFY20 CSS USDA WIC PROGRAM MGMT		333.10.55	NGA Not Received	NGA Not Received	10/01/19	09/30/20	\$267,360	10.557	Special Supplemental Nutrition Program for Women, Infants, and Children	Department of Agriculture Food and Nutrition Service	NGA Not Received	NGA Not Received
FFY19 CSS USDA WIC PROGRAM MGMT		333.10.55	10/01/17	\$40,101,357	10/01/18	09/30/19	\$275,010	10.557	Special Supplemental Nutrition Program for Women, Infants, and Children	Department of Agriculture Food and Nutrition Service	187WAWA7W1003	WOMEN, INFANTS AND CHILDREN
FFY18 CSS USDA WIC PROGRAM MGMT		333.10.55	10/02/17	\$27,576,710	01/01/18	09/30/18	\$224,660	10.557	Special Supplemental Nutrition Program for Women, Infants, and Children	Department of Agriculture Food and Nutrition Service	187WAWA7W1003	USDA-WIC ADMIN
FFY18 CSS USDA FMNP PROG MGMT		333.10.57	10/01/17	\$86,117	01/01/18	09/30/18	\$327	10.572	WIC Farmers' Market Nutrition Program (FMNP)	Department of Agriculture Food and Nutrition Service	187WAWA7Y8604	COMMODITY ASSISTANCE PROGRAM
FFY16 CASCADES USDA WIC PROG MGMT-MIS SG		333.10.57	03/11/16	\$2,224,476	01/01/19	09/30/19	\$3,080	10.578	WIC Grants to States (WGS)	Department of Agriculture Food and Nutrition Service	16157WAWA6W522	WOMEN, INFANTS AND CHILDREN WIC SAM PROJECTS
FFY18 SWIMMING BEACH ACT GRANT IAR (ECY)		333.66.47	12/15/17	\$91,990	03/01/18	10/31/18	\$12,000	66.472	Beach Monitoring and Notification Program Implementation Grants	Environmental Protection Agency Office of Water	00J75501	MARINE SWIMMING BEACH MONITORING AND PUBLIC NOTIFICATION
FFY18 EPR PHEP BP1 SUPP LHJ FUNDING		333.93.06	08/01/18	\$11,062,782	07/01/18	06/30/19	\$57,972	93.069	Public Health Emergency Preparedness	Department of Health and Human Services Centers for Disease Control and Prevention	NU90TP921889-01	HOSPITAL PREPAREDNESS PROGRAM AND PUBLIC HEALTH EMERGENCY PREPAREDNESS COOPERATIVE AGREEMENT
FFY17 EPR PHEP BP1 LHJ FUNDING		333.93.06	07/18/17	\$11,062,782	01/01/18	06/30/18	\$25,499	93.069	Public Health Emergency Preparedness	Department of Health and Human Services Centers for Disease Control and Prevention	NU90TP921889-01	HPP AND PHEP COOPERATIVE AGREEMENT
FFY18 PRESCRIPTION DRUG OD ENHANCED		333.93.13	05/31/17	\$6,223,623	09/01/18	08/31/19	\$45,000	93.136	Injury Prevention and Control Research and State and Community-Based Programs	Department of Health and Human Services Centers for Disease Control and Prevention	NU17CE002734	PRESCRIPTION DRUG OVERDOSE
FFY18 FAMILY PLANNING TITLE X		333.93.21	09/12/18	\$2,783,000	09/01/18	03/31/19	\$25,999	93.217	Family Planning_Services	Department of Health and Human Services Office of Population Affairs	FPHPA006359	TITLE X FAMILY PLANNING SERVICES
FFY17 FAMILY PLANNING TITLE X		333.93.21	03/30/17	\$1,940,000	01/01/18	08/31/18	\$28,343	93.217	Family Planning_Services	Department of Health and Human Services Office of Population Affairs	FPHPA106286	TITLE X FAMILY PLANNING SERVICES
FFY18 SUICIDE PREVENTION WORKS		333.93.24	09/30/14	\$3,679,752	09/30/18	09/29/19	\$135,000	93.243	Substance Abuse and Mental Health Services_Projects of Regional and National Significance	Department of Health and Human Services Substance Abuse and Mental Health Services Administration	U79SM061734	SUICIDE PREVENTION WORKS
FFY17 SUICIDE PREVENTION WORKS		333.93.24	09/30/14	\$2,943,772	01/01/18	09/29/18	\$135,000	93.243	Substance Abuse and Mental Health Services_Projects of Regional and National Significance	Department of Health and Human Services Substance Abuse and Mental Health Services Administration	SM061734	SUICIDE PREVENTION WORKS
FFY17 INCREASING IMMUNIZATION RATES		333.93.26	06/29/18	\$1,722,443	07/01/18	06/30/19	\$5,600	93.268	Immunization Cooperative Agreements	Department of Health and Human Services Centers for Disease Control and Prevention	NH23IP000762	IMMUNIZATION GRANT AND VACCINES FOR CHILDREN PROGRAM

Exhibit C-6 Schedule of Federal Awards

Date: November 15, 2018

GRAYS HARBOR COUNTY HEALTH DEPT-SWV0008172-05
CONTRACT CLH18245-Grays Harbor County Public Health & Social Services Department
CONTRACT PERIOD: 01/01/2018-12/31/2020

Chart of Accounts Program Title	BARS	DOH Federal Award Date	Total Amt Federal Award	Allocation Period		Contract Amt	CFDA	CFDA Program Title	Federal Agency Name	Federal Award Identification Number	Federal Grant Award Name
				Start Date	End Date						
FFY19 MCHBG LHJ CONTRACTS	333.93.99	11/14/18	\$2,225,977	10/01/18	09/30/19	\$80,129	93.994	Maternal and Child Health Services Block Grant to the States	Department of Health and Human Services Health Resources and Services Administration	B04MC32578	MATERNAL AND CHILD HEALTH SERVICES BLOCK GRANT
FFY18 MCHBG LHJ CONTRACTS	333.93.99	10/20/17	\$1,650,528	01/01/18	09/30/18	\$63,649	93.994	Maternal and Child Health Services Block Grant to the States	Department of Health and Human Services Health Resources and Services Administration	B04MC31524	MATERNAL AND CHILD HEALTH SERVICES

TOTAL \$1,451,468



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

MEETING DATE
2/5/2019 1:00:00 PM

DEPARTMENT: NONE

DIVISION:

(if applicable)

SUBMITTER: Julie Myers

AGENDA ITEM TITLE: Dispute Resolution Center Professional Services Agreement

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

Submitted for your approval is an agreement with the Dispute Resolution Center of Grays Harbor and Pacific Counties. The agreement funds communication and skill building classes for youth and families impacted by mental illness and/or substance user disorders. The services provided under this agreement have been identified by a steering committee in Grays Harbor working to develop a comprehensive system of care for youth and families affected by mental illness and/or substance use disorders. Lack of education programs like this one has been identified as a barrier to the recovery and stability for area families. The agreement is for the period January 1, 2019 through December 31, 2019. The total amount of this agreement is up to \$32,260 and is funded by Treatment Sales Tax dollars.

FISCAL IMPACT/FUNDING SOURCE:

\$32,260.00/Treatment Sales Tax

RECOMMENDED ACTION:

Please approve.

[BELOW TO BE COMPLETED BY CLERK OF BOARD]

BOCC ACTION:

☐ APPROVED

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

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is entered by and between Grays Harbor County, hereinafter referred to as "County," and Dispute Resolution Center of Grays Harbor and Pacific Counties, hereinafter referred to as "Contractor," to provide parent/child communication and skill building classes.

WHEREAS, the Contractor has the capability to provide parent/child communication and skill building classes using evidence based curricula; and

WHEREAS, there is substantial need in the community for these services among youth and families served by the Juvenile Department, the local offices of the Division of Children and Family Services and area schools; and

WHEREAS, these services have been identified as necessary by a local steering committee whose aim is to improve the system of care for youth and families impacted by mental illness and substance use disorders,

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

1. GRANT.

This agreement is in effect between January 1, 2019 and December 31, 2019. Consideration payable to Contractor for satisfactory performance of the work under this Agreement includes

- \$340 per family that substantially completes the 2-day, 12 hour We're In This Together (WITT) classes described in section 2
- Each WITT serves up to 14 families
- \$3,700 for provision of each Washington State Aggression Replacement Training (WSART) class described in section 2
- Each WSART class will serve 6-12 youth
- The maximum consideration in this agreement is \$32,260.

The Contractor may bill County on a monthly basis following the delivery of services. Payment will be subject to documentation of completion of the activities listed in section 2. Monthly invoices shall be in a format approved by the County. Invoices shall be sent to:

Grays Harbor County Public Health and Social Services
Fiscal Department,
2109 Sumner Ave. Suite 200
Aberdeen, WA 98520

2. USES OF FUNDS.

The Contractor shall ensure that the youth or families participating in the classes funded by this agreement are affected by mental illness or substance use disorders. The Contractor is

responsible for maintaining documentation establishing the service recipients' eligibility. The method of documenting this requirement is shown in Exhibit A.

The contractor shall participate in the design of program evaluation procedures through meetings convened by the County of its designee, and shall report data related to program evaluation in a manner approved by the County.

Contractor shall ensure funds are used for the following activities:

Program or Service	Description
WITT programs following the curriculum shown in Exhibit B.	<p>Quantity: Up to 6 (six), 12 hour classes conducted over 2 days</p> <p>Appropriate Referrals: Youth served under this grant may come from any source; however youth referred by the Grays Harbor County Juvenile Department must be pre-screened using the Washington State Juvenile Court Assessment (short-form) tool <i>and</i> score in the "low risk to re-offend" range.</p>
WSART programs following the curriculum shown in Exhibit C.	<p>Quantity: A minimum of 1 (one), 30 hour course conducted over 10 consecutive weeks</p> <p>Appropriate Referrals: Youth served under this grant must be referred by the Grays Harbor County Juvenile Department or a Youth System of Care Partner Agency and must have either a Youth At Risk or Truancy petition before the court at the time of referral.</p>

3. REPORTING REQUIREMENTS. The contractor shall participate in the design of program evaluation procedures through meetings convened by the County or its designee, and shall report data related to program evaluation in a manner approved by the County.

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

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

6. INDEMNIFICATION/HOLD HARMLESS. All services to be rendered or performed under this Agreement will be performed or rendered entirely at Contractor's own risk and Contractor expressly agrees to indemnify and hold harmless the County and its departments, elected and appointed officials, employees, agents and volunteers,, from any and all liability, loss or damage that it may suffer as a result of claims, demands, actions, or damages to any and all persons or property, costs or judgments against the County which result from, arise out of, or are in any way connected with the services to be performed by Contractor under this Agreement.

Contractor agrees that all the Contractor's indemnification obligations shall survive the completion, expiration, or termination of this Agreement.

7. INSURANCE. Contractor shall carry at its own expense the following insurance coverage to the extent described below:

- Commercial General Liability insurance in an amount not less than \$1,000,000 per occurrence, \$2,000,000 general aggregate, for bodily injury, personal injury and property damage, including without limitation, blanket contractual liability.
- Professional Liability in the amount of \$1,500,000 per occurrence.
- Contractor shall procure policies for all insurance required by this section for a period of not less than one year and shall provide the County (on or before the date this Agreement commences) with a certificate of insurance as satisfactory evidence that the premiums have been paid and that such insurance policy is in effect. The County shall be carried as a named insured on each insurance policy required by this section.

Upon demand by the County, Contractor shall provide a complete copy of all policies for insurance required by this Agreement. This requirement is supplementary to, but does not replace the requirement in this Agreement to provide the County with certificates of insurance as satisfactory evidence that the premiums have been paid and that such insurance policy is in effect.

8. NOTICE. Any official notice that either party hereto desires to give the other shall be deemed delivered upon deposit thereof in the United States mail by certified mail, return receipt requested, with postage thereon fully prepaid, addressed as follows:

COUNTY
Grays Harbor PHSS
2109 Sumner Ave. Suite 200
Aberdeen, WA 98520
Attn: Manager – Social Services

CONTRACTOR
Dispute Resolution Center GHPC
207 S. Chehalis Street #301
Aberdeen, WA 98520
Attn: Director

The above addresses may be changed by either party by giving written notice to the other.

9. ENTIRE AGREEMENT. The parties agree that this Agreement is the complete expression of the terms hereto and any oral representations or understandings not incorporated herein are excluded. Further, any modification of this Agreement shall be in writing and signed by both parties.

IN WITNESS WHEREOF, the parties have caused this agreement to be signed and attested to by the respective officers on the date indicated below.

DATED: _____, 2019

**DISPUTE RESOLUTION CENTER OF
GRAYS HARBOR/PACIFIC COUNTY**

**BOARD OF COMMISSIONERS
for Grays Harbor County**

Director

Chair

Commissioner

ATTEST:

Commissioner

Jenna Amsbury, Clerk of the Board



AGGRESSION REPLACEMENT TRAINING REFERRAL FORM – ALL OTHER

REFERRAL DATE			
REFERRED FROM			
MENTAL HEALTH/ SUBSTANCE ABUSE IMPACT	<input type="checkbox"/> Yes <input type="checkbox"/> No	GRAYS HARBOR RESIDENT	<input type="checkbox"/> Yes <input type="checkbox"/> No
STATUS	<input type="checkbox"/> Diversion <input type="checkbox"/> Status Offenders <input type="checkbox"/> Other:		
YOUTH INFORMATION			
YOUTH NAME			
DOB & GENDER			
CUSTODIAL PARENT/ GUARDIAN			
PARENT/ GUARDIAN INFORMATION			
PARENTS/GUARDIANS			
ADDRESS			
PHONE			
E-MAIL			
BRIEF DESCRIPTION OF YOUTH'S CIRCUMSTANCES			

WITT Curriculum

We're in This Together (WITT) is a community program specifically designed for the purpose of restoring caring adult/child relationships for families in recovery from substance addiction. Every WITT twelve-hour weekend session brings local Professionals and recovering families together for focused activities and open discussions to promote:

1. Communication and listening
2. Collaborative problem solving
3. Conflict resolution and emotional regulation
4. Realistic perceptions and expectations

Day 1 Curriculum (6 hours)

- **Welcome, Logistics, Family Introductions**
 - Appreciative inquiry: instructors model an appreciative introduction of a follow instructor;
 - And participants are asked to follow suit by introducing their child or caring adults offering something that they appreciate about him or her.
 - Ground rules are set by the families and instructors
 - Participants are introduced the four 'participant roles': vacationer, expert, prisoner and explorer.
 - Objective: Sets a positive tone for the program.
- **I Have a Story:**
 - Active Listening: participants are asked a series of questions and asked to give their answers and in turn listen to a caring adult or child other than their own.
 - Objective: Caring adults and teens have an opportunity to talk to and listen to someone else's caring adult or child.
- **Adult: Caring Adults Connection**
 - Communication Skills: Caring adults gather with a family therapist to discuss issues and concerns.
 - Objective: Caring adults gain a sense that they are not alone. Caring adults can problem solve and gain perspective from one another.
- **Teens: How I Identify Myself-My Purpose**
 - Learning Common Grounds: Teens interact with each other in an activity that gets them up and moving and brings to light the ways they can identify with each other.
 - Teens write a collective essay about who they are and reveal essay to caring adults at the end of program.
 - Objective: Teen find common ground with other teens who share aspects of their own life experience; and teens have an opportunity to see past labels that they put on their selves as well as the labels others put on them.
- **Lunch**
 - We provide lunch and eat together as a group.
 - Participants and Facilitators remain on campus.

Dispute Resolution Center: WITT Program

May 23, 2017

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- **Expressing Beliefs and Emotions:**
 - Feelings: Learning how your feelings and emotions are your values and beliefs.
 - Lecture given by a qualified community member.
- **Name That Snowball**
 - Identifying Issues: Teens and Caring adults write down answers to three questions posed by the instructor. After each round of questions, the participants crumple up their paper and throw it into a basket in the center of the circle. Each participant takes a crumpled answer (snowball) from the basket and reads it aloud to the group.
 - Objective: Movement after lunch and more opportunity to share and listen.
- **Announcement Regarding Tomorrow's Assignment**
 - Caring adults and Teens find a quote or song that is inspirational and meaningful to them and to bring them to the second session to be shared with the group.
- **Reality of Actions**
 - Learning responsibility and accountability for the choices we make.
 - This is a lecture that relates to restorative justice and is facilitated by a local law enforcement officer

Day 2 Curriculum (6 hours)

- **Welcome Back and Inspiration Hour:**
 - Participants are provided mindfulness techniques and engage in exercises to assess own physical, emotional and psychological needs.
 - This activity helps participants gain skills and awareness on their own internal capacity.
- **Bingo....What are your strengths? My Strengths! How can you help guide me?**
 - Interactive Bingo game based on the 40 Developmental Assets
 - Caring adults and Teens conduct a 40 Developmental Asset assessment and discuss the results with the assistance of a coach trained in mediation.
- **Stop the Bullying-We are all important!**
 - Led discussion to generate awareness: expand the conversations about bullying.
 - Educate: What is Bullying? Who is a bully? What is Bullying behavior? What are the consequences for the victim and the bully? What are the ramifications of bullying on community and family?
 - Brainstorm solutions and share life experiences.
 - Objective: sharing becomes more honest and real. Participants begin to experience security in honest communication.
- **Lunch**

Dispute Resolution Center: WITT Program

May 23, 2017

Page 3

- We provide lunch and eat together as a group.
- Participants and Facilitators remain on campus.

- **Work Together**
 - Caring adults and teens work on a collaborative experience together. Facilitators debrief the activity.
 - The activity helps develop teamwork, cooperation and non-verbal communication skills.

- **I Have a Question?**
 - How to construct a good, meaningful question?
 - Teens and Caring adults separate into different rooms. Leaders for each group help the participants to form questions that they really want to ask their caring adults and children but never have been able to find the right words.
 - Participants regroup, caring adults on one side and teens on the other, with chairs facing each other to ask the questions that they carefully crafted.
 - Teens and caring adults take turns to ask the questions and listen to the answers.

- **Closing...Graduation!**

A group celebration where both caring adults and teens receive certificates.

- **Evaluations**
 - Caring adults and Teens fill out program/self-evaluations.

A SHORT DESCRIPTION OF WASHINGTON STATE AGGRESSION REPLACEMENT TRAINING (WSART)

Washington State Aggression Replacement Training (WSART) is a specific form of Aggression Replacement Training that is implemented statewide through our juvenile justice system. As published by the Washington State Institute for Public Policy (WSIPP) the cost benefit ratio for WSART varies from \$11.66 to \$41.75 in reduced costs of future criminal behavior.

WSART is a cognitive behavioral intervention consisting of three individual classes per week for ten weeks. The first class each week is Social Skills Training or Skillstreaming. Social Skills Training was originally developed by Dr. Arnold Goldstein in the 1970s. During each Social Skills Training class the participants learn an individual Social Skill which has defined Skill Steps. The class is designed to use a "Tell, Show, Do, Feedback" method of skill instruction. The Skill Trainers first describe the Social Skill and the Skill Steps (Tell). The Skill Trainers then Demonstrate the Social Skill using an adolescent situation (Show). The Skill Trainees each then Practice the Social Skill using a situation they could encounter the following week (Do). Following each Practice the practicing Trainee receives Performance Feedback from the group (Feedback). Each Trainee is then assigned Homework and required to Practice the new Social Skill in a real life situation during the following week. After practicing the Social Skill the Trainee reports back to the group how well the Skill was implemented and the results of the real life Practice.

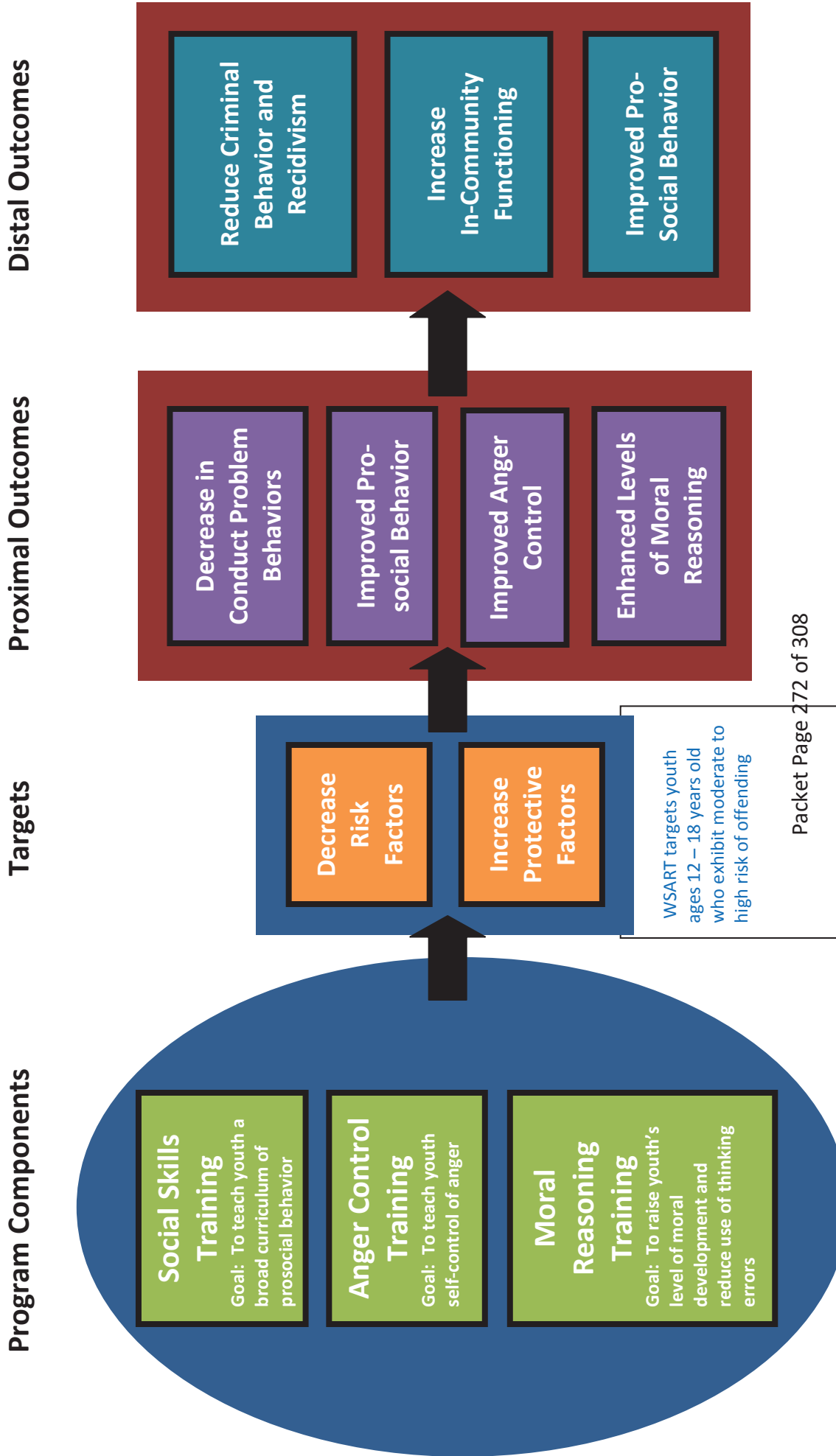
Anger Control Training is the second component of WSART. It is a sequence of classes originally developed by Dr. Eva Feindler. The course teaches the Trainees that anger is a normal emotion. It emphasizes the development and maintenance of Personal Power through constructive anger management. The Anger Control Chain concepts (Triggers, Body Signs, Anger Reducers, Reminders, Thinking Ahead, Social Skill and Self-Evaluation) are taught incrementally using the same Tell, Show, Do, Feedback techniques used in the Social Skills Training classes. Homework for this class is the Hassle Log which was developed by Dr. Feindler.

Moral Reasoning is a structured discussion group developed by Dr. John C. Gibbs. It is founded on the ideas of Piaget and Kohlberg and social learning theory. The Trainees are first taught four cognitive distortions or thinking errors commonly used by adolescents and others to justify anti-social behavior. During the group the Trainees discuss a moral reasoning dilemma. The dilemmas generally have a self-centered individual who has created an issue for the central character. The development of Moral Maturity is encouraged through discussion between the more Mature Moral Reasoners and the less Mature Moral Reasoners. The Trainer's function in this group is to orchestrate the discussion so the Less Mature Reasoners can understand the perspective of the More Mature Reasoners.

Washington State Aggression Replacement Training (WSART)

Program originally developed by Arnold P. Goldstein, Ph.D., Syracuse University; Barry Glick, Ph.D., New York State Division for Youth; and John C. Gibbs Ph.D., Ohio State University; Program further articulated and researched in Washington State.

Logic Model created by the Evidence-based Prevention and Intervention Support Center (EPISCenter) at Penn State University. Logic Model modified with permission to fit the Washington State Model of ART® and Case Management Assessment Process



Proximal Outcomes

Targeted outcomes that the program is designed to impact immediately following program completion.

Targeted Risk and Protective Factors

Risk factors, which increase the likelihood of negative outcomes (e.g., drug use, delinquency, school dropout, teen pregnancy, and violent behavior) are targeted for a decrease. Protective factors, which exert a positive influence and buffer against negative outcomes, are targeted for an increase.

Program Modalities

Specific strategies, methods, and techniques are used to accomplish the program goals.

Program Components

Social Skills Training

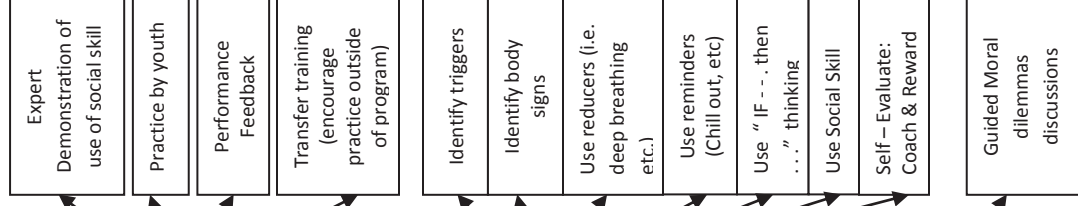
Goal: To teach youth a broad curriculum of prosocial behavior (50-skill curriculum of prosocial behaviors)

Anger Control Training

Goal: To teach youth self-control of anger

Moral Reasoning Training

Goal: To raise youth's level of moral development, identify thinking errors



Risk Factors:

- Attitude & Behaviors**
- Lack empathy, respect for property, respect for authority
 - Believes in anti social behavior
- Aggression**
- Low frustration tolerance
 - Believes in verbal and physical aggression
- Skills**
- Lacks consequential thinking
 - Poor Problem Solving Skills
 - Lacks social skills
 - Poor self-monitoring

Protective Factors:

- Attitude & Behaviors**
- Has empathy and remorse
 - Respects property & authority
 - Accepts responsibility
 - Believes in pro-social conventions
- Aggression**
- Rarely get upset over small things
 - Primarily positive view of others
 - Believes verbal and physical aggression are rarely appropriate
- Skills**
- Good consequential thinking
 - Good problem solving skills
 - Demonstrates good social skills
 - Monitor thoughts and feelings

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Decrease in Conduct Problem Behavior:

- Improve relationships with pro-social adults & peers
- Decrease in frequency and intensity in daily acting out behavior incidents
- Decrease in impulsiveness
- Youth feels more responsible and in control

Improved Pro-Social Behavior:

- Increased knowledge of social skills
- More often chooses social skill after considering consequence

Improved Anger Control:

- More likely to respond to anger appropriately
- Less likely to act out anger aggressively

Enhanced Levels of Moral Reasoning:

- More likely to respond with more developed moral behavior

Decrease Levels of Thinking Errors:

- Decreased use of self centered, assuming the worst, blaming others, minimizing/mislabeling

Reduced Criminal Behavior and Recidivism Rate:

- Less likely to be arrested again
- Less likely to commit a felony
- Decrease in conduct problem behavior

Improved In-Community Functioning:

- Measured by increases in ratings in risk/needs assessment in a variety of domains including attitudes/behavior, aggression, and skills

Improved Pro-Social Behavior:

- Enhanced pro-social skill competency

Reduction in aggressive and delinquent behavior

Outcomes impacted by the program months/years following program completion that have been demonstrated through research.



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

MEETING DATE
2/5/2019 1:00:00 PM

DEPARTMENT: Public Works

DIVISION: Roads

(if applicable)

SUBMITTER: Rob Wilson

AGENDA ITEM TITLE: Interlocal Agreement

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

Grays Harbor County and Pacific County have agreed to terms on an interlocal agreement for Grays Harbor County to provide snow removal on Pacific County's portion of North River Road.

FISCAL IMPACT/FUNDING SOURCE:

None

RECOMMENDED ACTION:

Approve the interlocal agreement with Pacific County

[BELOW TO BE COMPLETED BY CLERK OF BOARD]

BOCC ACTION:

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

INTERLOCAL AGREEMENT

This Agreement made and entered into by Grays Harbor County, a political subdivision of the State of Washington, hereinafter referred to as "Grays Harbor County", and Pacific County, a political subdivision of the State of Washington, hereinafter referred to as "Pacific County."

WHEREAS, this Agreement is authorized under Chapter 39.34 RCW authorizing Grays Harbor County to furnish those public works resources and services requested by Pacific County that Grays Harbor County agrees to perform;

WHEREAS, it is necessary and desirable that this Agreement be executed for the performance of snow removal by means of a snow plow and sand distribution on the public roadway known as "North River Road" in Pacific County, Washington on behalf of Pacific County, with the intent to supplement, not supplant Pacific County personnel.

NOW, THEREFORE, it is hereby agreed by each party to this Agreement as follows:

1. Pacific County requests that Grays Harbor County perform snow plowing and sanding tasks on Pacific County's portion of the "North River Road" at a time and in a manner convenient to Grays Harbor County. The parties hereby agree that the location of said work is identified on the attached Exhibit A map and is made a part herein. Grays Harbor County agrees to furnish personnel, equipment, or materials requested by Pacific County to perform said tasks.
2. It is hereby understood that Grays Harbor County will be reimbursed by Pacific County for all labor, equipment, materials and other related expenses as applicable at the rates shown on Exhibit B attached hereto and made a part hereof which is in accordance with Grays Harbor County adoption of FEMA's schedule of Equipment rates by Resolution annually. It is hereby agreed upon at the execution date of this agreement that the rates are subject to the current "Grays Harbor County Resolution number 2018-006" which is attached hereto and made a part here of until such time that a new resolution is adopted. Grays Harbor County further agrees to provide Pacific County with a copy of new relevant Resolutions as they become available. Pacific County agrees to reimburse Grays Harbor County for any loss or damage to equipment suffered while being used for the purposes herein, except where such loss or damage is caused by any acts or omissions, whether negligent, willful, or reckless, of Grays Harbor officers, employees, or volunteers. Grays Harbor County agrees to send notice of work performed when practical, but at the least within 24 hours; to Pacific County Public Works, each time said work has been performed. Grays Harbor County shall submit an itemized voucher of costs to Pacific County within sixty (60) days following the completion of work. Unless otherwise agreed, Pacific County shall pay the submitted voucher amount in full to Grays Harbor County within thirty (30) days of receipt. Exhibit B rates will be reviewed by the parties and amended as needed to reflect changes in the market prices of sand material. If changes to the rates are not agreeable, either party may hereby proceed with early termination of this Agreement, and or Grays Harbor County may cease to perform said tasks herein at its sole discretion.
3. This agreement shall take effect upon the execution of this Agreement by both parties. Pacific County desires and Grays Harbor County is willing to perform the tasks identified herein to the location shown on the attached Exhibit A map or by written notice and request by Pacific County authorized personnel. Furthermore, the parties agree that the tasks herein will be completed no

later than April 1st of each year within the term of this Agreement. The parties agree that the term of this Agreement in its entirety, will cease and expire on or by April 1, 2023.

4. Grays Harbor County shall have no responsibilities or incur any liabilities for failure to provide resources and/or services to Pacific County. Grays Harbor County shall retain the right to withdraw some or all of its resources at any time at its sole discretion. Grays Harbor County agrees to provide snow plowing services, sand and sanding services on North River Road in Pacific County commencing at the Grays Harbor - Pacific County line as shown on Exhibit A. Grays Harbor will plow North River Road from the commencement point set forth on Exhibit A and along the road to the termination point set forth in Exhibit A. Grays Harbor County will sand North River Road in Pacific County only to the point where the equipment administering the sand runs out of the initial supply held by the equipment when the sanding on North River Road in Pacific County commenced. The parties agree that there will be no additional trips made to refill the sanding equipment or continued distribution of sand for any remaining non-sanded segment of said roadway. Notice of intention to withdraw shall be communicated to Pacific County as soon as practicable. Pacific County specifically waives any limitation on the amount of time required to complete tasks set forth herein and agrees to pay overtime rates as needed to complete the tasks.
5. All privileges, immunities, rights, duties and benefits of officers and employees of Grays Harbor County shall apply while those officers and employees are performing functions and duties on behalf of Pacific County, unless otherwise provided by law. Employees of Grays Harbor County remain employees of Grays Harbor County while performing functions and duties on behalf of Pacific County.
6. To the fullest extent permitted by law, Pacific County agrees to indemnify, pay costs to defend and hold Grays Harbor County, and its departments, elected and appointed officials, employees, agents and volunteers, harmless from and against any and all claims, damages, losses and expenses, including but not limited to court costs, attorney's fees and alternative dispute resolution costs, for any personal injury, for any bodily injury, sickness, disease or death and for any damage to or destruction of any property (including the loss of use resulting therefrom) which are caused in whole or in part by any acts or omissions, whether negligent, willful, or reckless, of its own officers, employees, volunteers or any other person arising out of or in connection with any acts or activities authorized by this Agreement, and will pay any and all judgments, if any are rendered. This indemnification obligation of Pacific County shall not be limited in any way by the Washington State Industrial Insurance Act, RCW Title 51, or by application of any other workmen's compensation act, disability benefit act or other employee benefit act, and Pacific County hereby expressly waives any immunity afforded by such acts.
7. To the fullest extent permitted by law, Grays Harbor County agrees to indemnify, pay costs to defend and hold Pacific County, and its departments, elected and appointed officials, employees, agents and volunteers, harmless from and against any and all claims, damages, losses and expenses, including but not limited to court costs, attorney's fees and alternative dispute resolution costs, for any personal injury, for any bodily injury, sickness, disease or death and for any damage to or destruction of any property (including the loss of use resulting therefrom) which are caused in whole or in part by any acts or omissions, whether negligent, willful, or reckless, of its own officers, employees, volunteers or any other person arising out of or in connection with any acts or activities authorized by this Agreement, and will pay any and all judgments, if any are rendered. This indemnification obligation of Grays Harbor County shall not be limited in any way by the Washington State Industrial Insurance Act, RCW Title 51, or by

Agreement # PS-18-00004

application of any other workmen's compensation act, disability benefit act or other employee benefit act, and Grays Harbor County hereby expressly waives any immunity afforded by such acts.

8. It is understood and agreed that this Agreement cannot be assigned, transferred, or any portion subcontracted hereunder by Grays Harbor County without the prior written permission of Pacific County. This Agreement is for the benefit of Grays Harbor County and Pacific County only and no other person or entity shall have any rights whatsoever under this Agreement as a third party beneficiary.
9. Each party may terminate this agreement for any reason on thirty (30) Business Days' written notice to the other party. Each party may terminate this agreement with immediate effect by delivering notice of the termination to the other party.
10. Grays Harbor County, in the performance of work under this contract, shall abide by the provisions of, RCW 39.34 & RCW 36.75.020, as applicable, and WAC 136-32.
11. In the event that any provision of this Agreement is declared invalid or illegal, such declaration shall in no way affect or invalidate any other provision hereof, and such other provisions shall remain in full force and effect.

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

APPROVED and ACCEPTED THIS 21st day of December 2018.

ATTEST:

Marie Guernsey
Clerk of the Board
Date 12/21/2018

BOARD OF COUNTY COMMISSIONERS
PACIFIC COUNTY, WASHINGTON

Lisa R. Olson
Chairman

[Signature]
Commissioner

[Signature]
Commissioner

ATTEST:

BOARD OF COUNTY COMMISSIONERS
GRAYS HARBOR COUNTY, WASHINGTON

Clerk of the Board _____ Date _____

Randy Ross, Chairman

Wes Cormier, Commissioner

Vickie Raines, Commissioner

EXHIBIT B

RATES

Dump truck with snow plow attachment

- Hourly rates are in accordance with Grays Harbor County Resolution 2018-006 – Adoption Of FEMA’s schedule of Equipment rates upon effective date
- Subsequent Grays Harbor County Resolutions adoption Of FEMA’s schedule of Equipment rates will apply

Operator

- Variable rates
- Timecard substantiation – invoiced at actual cost
- Standard overtime rates apply

Dump truck with sand spreader

- Hourly rates are in accordance with Grays Harbor County Resolution 2018-006 – Adoption Of FEMA’s schedule of Equipment rates
- Subsequent Grays Harbor County Resolutions adoption Of FEMA’s schedule of Equipment rates will apply

Operator

- Variable rates
- Time card substantiation – invoiced at actual cost
- Standard overtime rates apply

Sand

Stockpiled at Grays Harbor County, Area 2, Cosmopolis Road Shop

- Billed at current market rates
- Price subject to change as new supply is purchased
- Changes to price will be communicated as they occur

EXHIBIT "A"

Grays Harbor/Pacific County

NORTH RIVER ROAD

1 inch = 3,000 feet



GRAYS HARBOR COUNTY RESOLUTION NO. 2018- 006

A RESOLUTION OF THE GRAYS HARBOR COUNTY BOARD OF COMMISSIONERS ADOPTING FEMA'S SCHEDULE OF EQUIPMENT RATES

WHEREAS, Grays Harbor County departments are required to charge rental fees for equipment rented to other departments and agencies; and

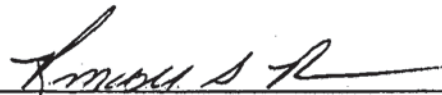
WHEREAS, it is necessary to establish a consistent rate schedule for county-wide departmental use; and

WHEREAS, the Department of Homeland Security / Federal Emergency Management Agency ("FEMA") has prepared a comprehensive rate schedule for equipment that the County desires to adopt,

NOW THEREFORE, BE IT HEREBY RESOLVED by the Board of Commissioners that the current FEMA Schedule of Equipment Rates, and as hereafter amended or revised, shall be adopted for use by all County departments when charging rental fees to departments and agencies. The adoption of the FEMA Schedule of Equipment Rates shall become effective on the first day of February, 2018.

ADOPTED this 22 day of January, 2018.

**BOARD OF COMMISSION
GRAYS HARBOR COUNTY**



Randy Ross, Chair

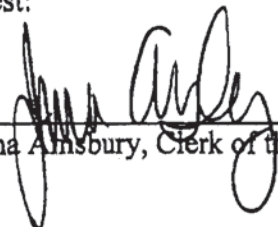


Wes Cormier, Commissioner



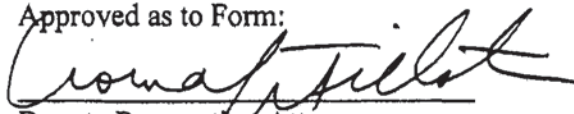
Vickie L. Raines, Commissioner

Attest:



Jenna Ainsbury, Clerk of the Board

Approved as to Form:



Deputy Prosecuting Attorney

Resolution No. 2018-_____

FEMA's SCHEDULE OF EQUIPMENT RATES

DEPARTMENT OF HOMELAND SECURITY
 FEDERAL EMERGENCY MANAGEMENT AGENCY
 RECOVERY DIRECTORATE
 PUBLIC ASSISTANCE DIVISION
 WASHINGTON, DC 20472

The rates on this Schedule of Equipment Rates are for applicant owned equipment in good mechanical condition, complete with all required attachments. Each rate covers all costs eligible under the Robert T. Stafford Disaster Relief and Emergency Assistance Act, 42 U.S.C. § 5121, et seq., for ownership and operation of equipment, including depreciation, overhead, all maintenance, field repairs, fuel, lubricants, tires, OSHA equipment and other costs incidental to operation. Standby equipment costs are not eligible.

Equipment must be in actual operation performing eligible work in order for reimbursement to be eligible. LABOR COSTS OF OPERATOR ARE NOT INCLUDED in the rates and should be approved separately from equipment costs.

Information regarding the use of the Schedule is contained in 44 CFR § 206.228 Allowable Costs. Rates for equipment not listed will be furnished by FEMA upon request. Any appeals shall be in accordance with 44 CFR § 206.206 Appeals.

THESE RATES ARE APPLICABLE TO MAJOR DISASTERS AND EMERGENCIES
 DECLARED BY THE PRESIDENT ON OR AFTER SEPTEMBER 1, 2017.

Cost Code	Equipment	Specifications	Capacity or Size	HP	Notes	Unit	2017 Rate
8010	Air Compressor	Air Delivery	41 CFM	to 10	Hoses included.	hour	\$1.51
8011	Air Compressor	Air Delivery	103 CFM	to 30	Hoses included.	hour	\$8.84
8012	Air Compressor	Air Delivery	130 CFM	to 50	Hoses included.	hour	\$11.14
8013	Air Compressor	Air Delivery	175 CFM	to 90	Hoses included.	hour	\$18.39
8014	Air Compressor	Air Delivery	400 CFM	to 145	Hoses included.	hour	\$30.47
8015	Air Compressor	Air Delivery	575 CFM	to 230	Hoses included.	hour	\$48.71
8016	Air Compressor	Air Delivery	1100 CFM	to 355	Hoses included.	hour	\$92.88
8017	Air Compressor	Air Delivery	1600 CFM	to 500	Hoses included.	hour	\$98.96
8040	Ambulance			to 150		hour	\$28.00
8041	Ambulance			to 210		hour	\$40.50
8050	Board, Arrow			to 8	Trailer Mounted.	hour	\$4.43
8051	Board, Message			to 5	Trailer Mounted.	hour	\$11.61
8060	Auger, Portable	Hole Diameter	16 in	to 6		hour	\$2.14
8061	Auger, Portable	Hole Diameter	18 in	to 13		hour	\$4.30
8062	Auger, Tractor Mntd	Max. Auger Diameter	36 in	to 13	Includes digger, boom and mounting hardware.	hour	\$3.16
8063	Auger, Truck Mntd	Max. Auger Size	24 in	to 100	mounting hardware. Add this rate to tractor rate for total	hour	\$34.28
8064	Hydraulic Post Driver					hour	\$35.10
8065	Auger	Horizontal Directional Boring Machine	250 X 100	300	DD-140B YR-2003	hour	\$169.40
8066	Auger	Horizontal Directional Boring Machine	50 X 100			hour	\$31.95
8067	Auger, Directional Boring Machine	Auger, Directional Boring Machine				hour	\$36.97
8070	Automobile			to 130	Transporting people.	mile	\$0.535
8071	Automobile			to 130	Transporting cargo.	hour	\$12.32
8072	Automobile, Police			to 250	Patrolling.	mile	\$0.535
8073	Automobile, Police			to 250	Stationary with engine running.	hour	\$15.69
8075	Motorcycle, Police					mile	\$0.505
8076	Automobile - Chevy Trailblazer	6 or 8 ci		285 to 300		hour	\$22.00
8077	Automobile - Ford Expedition	Fire Command Center				hour	\$19.00
8080	All Terrain Vehicle (ATV)	Engine 110cc, 4-Wheel; 20" tyre		6.5-7.5		hour	\$8.20
8081	All Terrain Vehicle (ATV)	Engine 125cc, 4-Wheel; 21" tyre		7.6-8.6		hour	\$8.50
8082	All Terrain Vehicle (ATV)	Engine 150cc, 4-Wheel; 22" tyre		9.0-10.0		hour	\$8.51
8083	All Terrain Vehicle (ATV)	Engine 200cc, 4-Wheel; 24" tyre		12-14.0		hour	\$9.00
8084	All Terrain Vehicle (ATV)	Engine 250cc, 4-Wheel; 24" tyre		15-17		hour	\$9.40

8085	All Terrain Vehicle (ATV)	Engine 300cc, 4-Wheel; 24" tyre		18-20		hour	\$10.20
8086	All Terrain Vehicle (ATV)	Engine 400cc, 4-Wheel; 25" tyre		26-28		hour	\$11.64
8087	All Terrain Vehicle (ATV)	Engine 450cc, 4-Wheel; 25" tyre		26-28		hour	\$12.40
8088	All Terrain Vehicle (ATV)	Engine 650cc, 4-Wheel; 25" tyre		36-40		hour	\$13.20
8089	All Terrain Vehicle (ATV)	Engine 750cc, 4-Wheel; 25" tyre		44-48		hour	\$14.00
8110	Barge, Deck	Size	50'x35'x7.25'			hour	\$49.10
8111	Barge, Deck	Size	50'x35'x9'			hour	\$58.70
8112	Barge, Deck	Size	120'x45'x10'			hour	\$109.50
8113	Barge, Deck	Size	160'x45'x11"			hour	\$133.75
8120	Boat, Tow	Size	55'x20'x5'	to 670	Steel.	hour	\$317.64
8121	Boat, Tow	Size	60'x21'x5'	to 1060	Steel.	hour	\$358.65
8122	Boat, Tow	Size	70'x30'x7.5'	to 1350	Steel.	hour	\$589.00
8123	Boat, Tow	Size	120'x34'x8'	to 2000	Steel.	hour	\$1,094.24
8124	Airboat	815AGIS Airboat w/spray unit	15'x8'	400		hour	\$31.00
8125	Airboat	815AGIS Airboat w/spray unit	15'x8'	425		hour	\$31.95
8126	Swamp Buggy	Conquest		380		hour	\$39.25
8129	Compactor -2-Ton Pavement Roller	2 ton				hour	\$28.25
8130	Boat, Row				Heavy duty.	hour	\$1.44
8131	Boat, Runabout	Size	13'x5'	to 50	Outboard.	hour	\$12.00
8132	Boat, Tender	Size	14'x7'	to 100	Inboard with 380 degree drive.	hour	\$16.50
8133	Boat, Push	Size	45'x21'x6'	to 435	Flat hull.	hour	\$217.20
8134	Boat, Push	Size	54'x21'x6'	to 525	Flat hull.	hour	\$267.35
8135	Boat, Push	Size	58'x24'x7.5'	to 705	Flat hull.	hour	\$325.35
8136	Boat, Push	Size	64'x25'x8'	to 870	Flat hull.	hour	\$358.50
8140	Boat, Tug	Length	16 Ft	to 100		hour	\$42.60
8141	Boat, Tug	Length	18 Ft	to 175		hour	\$62.66
8142	Boat, Tug	Length	26 Ft	to 250		hour	\$78.96
8143	Boat, Tug	Length	40 Ft	to 380		hour	\$196.50
8144	Boat, Tug	Length	51 Ft	to 700		hour	\$271.85
8147	Boat, Inflatable Rescue Raft	Zodiac				hour	\$1.10
8148	Boat, Runabout	1544 lbs 2000 Johnson Outboard Motor w 15" shaft	11 passenger capacity	190-250		hour	\$62.55
8149	Boat, removable engine			15		hour	\$1.50
8150	Broom, Pavement	Broom Length	72 in	to 35		hour	\$24.50
8151	Broom, Pavement	Broom Length	96 in	to 100		hour	\$27.60
8153	Broom, Pavement, Mntd	Broom Length	72 in	to 18	Add Prime Mover cost for total rate	hour	\$6.20
8154	Broom, Pavement, Pull	Broom Length	84 in	to 20	Add Prime Mover cost for total rate	hour	\$20.77
8157	Sweeper, Pavement			to 110		hour	\$76.70
8158	Sweeper, Pavement			to 230		hour	\$96.80
8180	Bus			to 150		hour	\$20.95
8181	Bus			to 210		hour	\$25.45
8182	Bus			to 300		hour	\$38.35
8183	Blower	Gasoline powered Toro Pro Force		27		hour	\$15.37
8184	Back-Pack Blower			to 4.4		hour	\$1.50
8185	Walk-Behind Blower			13		hour	\$6.50
8187	Chainsaw	20" Bar, 3.0 cu in				hour	\$1.40
8188	Chainsaw	20" Bar 5.0 cu in				hour	\$2.45
8189	Chainsaw	20" Bar 6.0 cu in				hour	\$2.85
8190	Chain Saw	Bar Length	15 in			hour	\$1.70
8191	Chain Saw	Bar Length	25 in			hour	\$3.45
8192	Chain Saw, Pole	Bar Size	18 in			hour	\$1.25
8193	Skidder	model 748 E		to 173		hour	\$52.70
8194	Skidder	model 648 G11		to 177		hour	\$104.30
8195	Cutter, Brush	Cutter Size	8 ft	to 150		hour	\$115.35
8196	Cutter, Brush	Cutter Size	8 ft	to 190		hour	\$129.35
8197	Cutter, Brush	Cutter Size	10 ft	to 245		hour	\$136.30

8198	Brunner Cutter	Cutter, Brush - 247 hp, 1997 Model 511 Feller		to 247		hour	\$187.75
8199	Log Trailer	40 ft				hour	\$9.90
8200	Chipper, Brush	Chipping Capacity	6 in	to 35	Trailer Mounted.	hour	\$8.60
8201	Chipper, Brush	Chipping Capacity	9 in	to 65	Trailer Mounted.	hour	\$16.88
8202	Chipper, Brush	Chipping Capacity	12 in	to 100	Trailer Mounted.	hour	\$24.31
8203	Chipper, Brush	Chipping Capacity	15 in	to 125	Trailer Mounted.	hour	\$35.00
8204	Chipper, Brush	Chipping Capacity	18 in	to 200	Trailer Mounted.	hour	\$50.10
8208	Loader - Tractor - Knuckleboom	model Barko 595 ML		to 173		hour	\$161.89
8209	Loader - Wheel	model 210 w/ Buck Saw 50 inch Bar		to 240		hour	\$97.00
8210	Clamshell & Dragline, Crawler		149,999 lbs	to 236	Bucket not included in rate.	hour	\$127.40
8211	Clamshell & Dragline, Crawler		250,000 lbs	to 520	Bucket not included in rate.	hour	\$166.20
8212	Clamshell & Dragline, Truck			to 240	Bucket not included in rate.	hour	\$145.00
8220	Compactor			to 10		hour	\$15.10
8221	Compactor, towed, Vibratory Drum			to 45		hour	\$31.70
8222	Compactor, Vibratory, Drum			to 75		hour	\$22.30
8223	Compactor, pneumatic, wheel			to 100		hour	\$26.00
8225	Compactor, Sanitation			to 300		hour	\$92.75
8226	Compactor, Sanitation			to 400		hour	\$152.30
8227	Compactor, Sanitation			535		hour	\$249.75
8228	Compactor, towed, Pneumatic, Wheel		10000 lbs		include prime mover rate	hour	\$17.00
8229	Compactor, towed, Drum Static		20000 lbs		include prime mover rate	hour	\$15.80
8240	Feeder, Grizzly			to 35		hour	\$22.20
8241	Feeder, Grizzly			to 55		hour	\$32.45
8242	Feeder, Grizzly			to 75		hour	\$64.25
8250	Dozer, Crawler			to 75		hour	\$51.30
8251	Dozer, Crawler			to 105		hour	\$38.30
8252	Dozer, Crawler			to 160		hour	\$93.74
8253	Dozer, Crawler			to 250		hour	\$149.75
8254	Dozer, Crawler			to 360		hour	\$201.10
8255	Dozer, Crawler			to 565		hour	\$311.80
8256	Dozer, Crawler			to 850		hour	\$294.10
8260	Dozer, Wheel			to 300		hour	\$81.00
8261	Dozer, Wheel			to 400		hour	\$94.10
8262	Dozer, Wheel			to 500		hour	\$178.65
8263	Dozer, Wheel			to 625		hour	\$239.60
8269	Box Scraper	3 hitch attach for tractor; 2007 Befco				hour	\$3.50
8270	Bucket, Clamshell	Capacity	1.0 CY		Includes teeth. Does not include Clamshell & Dragline	hour	\$4.62
8271	Bucket, Clamshell	Capacity	2.5 CY		Includes teeth. Does not include Clamshell & Dragline	hour	\$8.73
8272	Bucket, Clamshell	Capacity	5.0 CY		Includes teeth. Does not include Clamshell & Dragline	hour	\$13.10
8273	Bucket, Clamshell	Capacity	7.5 CY		Includes teeth. Does not include Clamshell & Dragline	hour	\$22.40
8275	Bucket, Dragline	Capacity	2.0 CY		Does not include Clamshell & Dragline	hour	\$3.96
8276	Bucket, Dragline	Capacity	5.0 CY		Does not include Clamshell & Dragline	hour	\$9.90
8277	Bucket, Dragline	Capacity	10 CY		Does not include Clamshell & Dragline	hour	\$14.10
8278	Bucket, Dragline	Capacity	14 CY		Does not include Clamshell & Dragline	hour	\$18.65
8280	Excavator, Hydraulic	Bucket Capacity	0.5 CY	to 45	Crawler, Truck & Wheel. Includes bucket.	hour	\$18.00
8281	Excavator, Hydraulic	Bucket Capacity	1.0 CY	to 90	Crawler, Truck & Wheel. Includes bucket.	hour	\$34.20
8282	Excavator, Hydraulic	Bucket Capacity	1.5 CY	to 160	Crawler, Truck & Wheel. Includes bucket.	hour	\$52.70
8283	Excavator, Hydraulic	Bucket Capacity	2.5 CY	to 265	Crawler, Truck & Wheel. Includes bucket.	hour	\$153.00

8284	Excavator, Hydraulic	Bucket Capacity	4.5 CY	to 420	Crawler, Truck & Wheel. Includes bucket.	hour	\$264.50
8285	Excavator, Hydraulic	Bucket Capacity	7.5 CY	to 650	Crawler, Truck & Wheel. Includes bucket.	hour	\$223.70
8286	Excavator, Hydraulic	Bucket Capacity	12 CY	to 1000	Crawler, Truck & Wheel. Includes bucket.	hour	\$455.00
8287	Excavator	2007 model Gradall XL3100 III		184		hour	\$105.46
8288	Excavator	2003 model Gradall XL4100 III		238		hour	\$113.20
8289	Excavator	2006 model Gradall XL5100		230		hour	\$88.80
8290	Trowel, Concrete	Diameter	48 in	to 12		hour	\$4.80
8300	Fork Lift	Capacity	6000 Lbs	to 60		hour	\$13.00
8301	Fork Lift	Capacity	12000 Lbs	to 90		hour	\$18.50
8302	Fork Lift	Capacity	18000 Lbs	to 140		hour	\$24.00
8303	Fork Lift	Capacity	50000 Lbs	to 215		hour	\$51.40
8308	Fork Lift Material handler	Diesel, CAT TH360B	6800-11500 gvw lbs	99.9		hour	\$27.90
8307	Fork Lift Material handler	Diesel, CAT TH460B		99.9		hour	\$30.15
8308	Fork Lift Material handler	Diesel, CAT TH560B		99.9		hour	\$35.80
8309	Fork Lift Accessory	2003 ACS Paddle Fork				hour	\$3.48
8310	Generator	Prime Output	5.5 KW	to 10		hour	\$3.35
8311	Generator	Prime Output	16 KW	to 25		hour	\$7.45
8312	Generator	Prime Output	43 KW	to 65		hour	\$15.00
8313	Generator	Prime Output	100 KW	to 125		hour	\$34.95
8314	Generator	Prime Output	150 KW	to 240		hour	\$50.00
8315	Generator	Prime Output	210 KW	to 300		hour	\$62.45
8316	Generator	Prime Output	280 KW	to 400		hour	\$80.40
8317	Generator	Prime Output	350 KW	to 500		hour	\$90.50
8318	Generator	Prime Output	530 KW	to 750		hour	\$153.30
8319	Generator	Prime Output	710 KW	to 1000		hour	\$222.00
8320	Generator	Prime Output	1100 KW	to 1500	Open	hour	\$349.00
8321	Generator	Prime Output	2500 KW	to 3000		hour	\$533.75
8322	Generator	Prime Output	1,000 KW	to 1845	Enclosed	hour	\$403.30
8323	Generator	Prime Output	1,500 KW	to 2500	Enclosed	hour	\$511.22
8324	Generator	Prime Output	1100KW	2500	Enclosed	hour	\$495.80
8325	Generator	Prime Output	40KW	80		hour	\$14.80
8326	Generator	Prime Output	20KW	40		hour	\$13.32
8330	Graders	Moldboard Size	10 Ft	to 110	Includes Rigid and Articulate equipment.	hour	\$43.30
8331	Graders	Moldboard Size	12 Ft	to 150	Includes Rigid and Articulate equipment.	hour	\$46.50
8332	Graders	Moldboard Size	14 Ft	to 225	Includes Rigid and Articulate equipment.	hour	\$67.50
8350	Hose, Discharge	Diameter	3 in		Per 25 foot length. Includes couplings.	hour	\$0.15
8351	Hose, Discharge	Diameter	4 in		Per 25 foot length. Includes couplings.	hour	\$0.24
8352	Hose, Discharge	Diameter	6 in		Per 25 foot length. Includes couplings.	hour	\$0.60
8353	Hose, Discharge	Diameter	8 in		Per 25 foot length. Includes couplings.	hour	\$0.60
8354	Hose, Discharge	Diameter	12 in		Per 25 foot length. Includes couplings.	hour	\$0.90
8355	Hose, Discharge	Diameter	16 in		Per 25 foot length. Includes couplings.	hour	\$1.70
8356	Hose, Suction	Diameter	3 in		Per 25 foot length. Includes couplings.	hour	\$0.30
8357	Hose, Suction	Diameter	4 in		Per 25 foot length. Includes couplings.	hour	\$0.35
8358	Hose, Suction	Diameter	6 in		Per 25 foot length. Includes couplings.	hour	\$1.15
8359	Hose, Suction	Diameter	8 in		Per 25 foot length. Includes couplings.	hour	\$1.10
8360	Hose, Suction	Diameter	12 in		Per 25 foot length. Includes couplings.	hour	\$1.70
8361	Hose, Suction	Diameter	18 in		Per 25 foot length. Includes couplings.	hour	\$3.15
8380	Loader, Crawler	Bucket Capacity	0.5 CY	to 32	Includes bucket.	hour	\$14.66

8381	Loader, Crawler	Bucket Capacity	1 CY	to 80	Includes bucket.	hour	\$34.30
8382	Loader, Crawler	Bucket Capacity	2 CY	to 118	Includes bucket.	hour	\$68.10
8383	Loader, Crawler	Bucket Capacity	3 CY	to 178	Includes bucket.	hour	\$101.30
8384	Loader, Crawler	Bucket Capacity	4 CY	to 238	Includes bucket.	hour	\$120.00
8390	Loader, Wheel	Bucket Capacity	0.5 CY	to 38		hour	\$20.10
8391	Loader, Wheel	Bucket Capacity	1 CY	to 60		hour	\$36.90
8392	Loader, Wheel	Bucket Capacity	2 CY	to 105	CAT-926	hour	\$35.50
8393	Loader, Wheel	Bucket Capacity	3 CY	to 152		hour	\$43.85
8394	Loader, Wheel	Bucket Capacity	4 CY	to 200		hour	\$59.30
8395	Loader, Wheel	Bucket Capacity	5 CY	to 250		hour	\$64.00
8396	Loader, Wheel	Bucket Capacity	6 CY	to 305		hour	\$104.00
8397	Loader, Wheel	Bucket Capacity	7 CY	to 360		hour	\$124.50
8398	Loader, Wheel	Bucket Capacity	8 CY	to 530		hour	\$171.40
8401	Loader, Tractor, Wheel	Bucket Capacity	0.87 CY	to 80	Case 580 Super L	hour	\$33.73
8410	Mixer, Concrete Portable	Batching Capacity	10 CR			hour	\$3.05
8411	Mixer, Concrete Portable	Batching Capacity	12 CR	11		hour	\$4.00
8412	Mixer, Concrete, Trailer Mntd	Batching Capacity	11 CR	to 10		hour	\$12.70
8413	Mixer, Concrete, Trailer Mntd	Batching Capacity	16 CR	to 25		hour	\$19.80
8419	Breaker, Pavement Hand-Held	Weight	25-90 Lbs			hour	\$1.10
8420	Breaker, Pavement			to 70		hour	\$57.45
8423	Spreader, Chip	Spread Hopper Width	12.5 Ft	to 152		hour	\$85.85
8424	Spreader, Chip	Spread Hopper Width	16.5 Ft	to 215		hour	\$116.80
8425	Spreader, Chip, Mntd	Hopper Size	8 Ft	to 8	Trailer & truck mounted.	hour	\$4.80
8430	Paver, Asphalt, Towed				Does not include Prime Mover.	hour	\$12.40
8431	Paver, Asphalt			to 50	Includes wheel and crawler equipment.	hour	\$73.78
8432	Paver, Asphalt			to 125	Includes wheel and crawler equipment.	hour	\$95.10
8433	Paver, Asphalt			to 175	Includes wheel and crawler equipment.	hour	\$126.80
8434	Paver, Asphalt		35,000Lbs & Over	to 250	Includes wheel and crawler equipment.	hour	\$206.65
8436	Pick-up, Asphalt			to 110		hour	\$96.85
8437	Pick-up, Asphalt			to 150		hour	\$135.00
8438	Pick-up, Asphalt			to 200		hour	\$93.50
8439	Pick-up, Asphalt			to 275		hour	\$204.00
8440	Striper	Paint Capacity	40 Gal	to 22		hour	\$16.20
8441	Striper	Paint Capacity	90 Gal	to 60		hour	\$22.90
8442	Striper	Paint Capacity	120 Gal	to 122		hour	\$42.60
8445	Striper, Truck Mntd	Paint Capacity	120 Gal	to 460		hour	\$78.60
8446	Striper, Walk-behind	Paint Capacity	12 Gal			hour	\$4.00
8447	Paver accessory -Bell Extension	2002 Leeboy Conveyor Belt Extension			crawler	hour	\$32.50
8450	Plow, Snow, Grader Mntd	Width	to 10 Ft		Include Grader for total cost	hour	\$28.00
8451	Plow, Snow, Grader Mntd	Width	to 14 Ft		Include Grader for total cost	hour	\$32.90
8452	Plow, Truck Mntd	Width	to 15 Ft		Include truck for total cost	hour	\$24.35
8453	Plow, Truck Mntd	Width	to 15 Ft		With leveling wing. Include truck for total cost	hour	\$40.80
8455	Spreader, Sand	Mounting	Tailgate, Chassis			hour	\$7.35
8456	Spreader, Sand	Mounting	Dump Body			hour	\$10.45
8457	Spreader, Sand	Mounting	Truck (10yd)			hour	\$13.15
8458	Spreader, Chemical	Capacity	5 CY	to 4	Trailer & truck mounted.	hour	\$6.00
8466	Pump - Trash Pump	10 MTC	2" Pump	to 7	10,000 gph	hour	\$7.25
8470	Pump	Centrifugal, 8M pump	2" - 10,000 gal/hr.	to 4.5	Hoses not included.	hour	\$6.10
8471	Pump	Diaphragm pump	2" - 3,000 gal/hr.	to 6	Hoses not included.	hour	\$6.75
8472	Pump	Centrifugal, 18M pump	3" - 18,000 gal/hr. pump	to 10	Hoses not included.	hour	\$7.99
8473	Pump			to 15	Hoses not included.	hour	\$10.30
8474	Pump			to 25	Hoses not included.	hour	\$13.80
8475	Pump			to 40	Hoses not included.	hour	\$16.85
8476	Pump	4" - 40,000 gal/hr.	4" - 40,000 gal/hr.	to 60	Hoses not included.	hour	\$27.10

8477	Pump			to 85	Hoses not included.	hour	\$32.00
8478	Pump			to 140	Hoses not included.	hour	\$41.50
8479	Pump			to 200	Hoses not included.	hour	\$49.90
8480	Pump			to 275	Does not include Hoses.	hour	\$66.85
8481	Pump			to 350	Does not include Hoses.	hour	\$82.00
8482	Pump			to 425	Does not include Hoses.	hour	\$96.60
8483	Pump			to 500	Does not include Hoses.	hour	\$114.00
8484	Pump			to 575	Does not include Hoses.	hour	\$133.30
8485	Pump			to 650	Does not include Hoses.	hour	\$154.70
8486	Aerial Lift, Truck Mntd	Max. Platform Height	40 Ft		Add this rate to truck rate for total lift and truck rate	hour	\$11.38
8487	Aerial Lift, Truck Mntd	Max. Platform Height	61 Ft		Add this rate to truck rate for total lift and truck rate	hour	\$20.54
8488	Aerial Lift, Truck Mntd	Max. Platform Height	80 Ft		Add this rate to truck rate for total lift and truck rate	hour	\$39.00
8489	Aerial Lift, Truck Mntd	Max. Platform Load - 600Lbs	61 Ft -100 Ft. Ht.		Add this rate to truck rate for total lift and truck rate	hour	\$39.50
8490	Aerial Lift, Self-Propelled	Max. Platform Height	37 Ft. Ht.	to 15	Articulated, Telescoping, Scissor.	hour	\$8.95
8491	Aerial Lift, Self-Propelled	Max. Platform Height	60 Ft. Ht.	to 30	Articulated, Telescoping, Scissor.	hour	\$16.10
8492	Aerial Lift, Self-Propelled	Max. Platform Height	70 Ft. Ht.	to 50	Articulated, Telescoping, Scissor.	hour	\$29.28
8493	Aerial Lift, Self-Propelled	Max. Platform Height	125 Ft. Ht.	to 85	Articulated and Telescoping.	hour	\$55.65
8494	Aerial Lift, Self-Propelled	Max. Platform Height	150 Ft. Ht.	to 130	Articulated and Telescoping.	hour	\$70.15
8495	I.C. Aerial Lift, Self-Propelled	Max. Platform Load - 500 Lbs	75"x156", 40Ft Ht.	to 80	2000 Lbs Capacity	hour	\$28.95
8496	Crane, Truck Mntd	Max. Lift Capacity	24000 Lbs		Include truck rate for total cost	hour	\$14.90
8497	Crane, Truck Mntd	Max. Lift Capacity	36000 Lbs		Include truck rate for total cost	hour	\$22.40
8498	Crane, Truck Mntd	Max. Lift Capacity	60000 Lbs		Include truck rate for total cost	hour	\$36.50
8499	Pump - Trash-Pump	CPB Rating - 10MTC	10000 gal/Hr	7	Self- Priming Trash Pump	hour	\$7.55
8500	Crane	Max. Lift Capacity	8 MT	to 80		hour	\$38.70
8501	Crane	Max. Lift Capacity	15 MT	to 150		hour	\$66.90
8502	Crane	Max. Lift Capacity	50 MT	to 200		hour	\$90.00
8503	Crane	Max. Lift Capacity	70 MT	to 300		hour	\$178.60
8504	Crane	Max. Lift Capacity	110 MT	to 350		hour	\$243.20
8510	Saw, Concrete	Blade Diameter	14 in	to 14		hour	\$7.20
8511	Saw, Concrete	Blade Diameter	26 in	to 35		hour	\$12.00
8512	Saw, Concrete	Blade Diameter	48 in	to 65		hour	\$26.10
8513	Saw, Rock			to 100		hour	\$33.50
8514	Saw, Rock			to 200		hour	\$63.00
8517	Jackhammer (Dry)	Weight Class	25-45 Lbs			hour	\$1.68
8518	Jackhammer (Wet)	Weight Class	30-55 Lbs			hour	\$1.84
8521	Scraper	Scraper Capacity	16 CY	to 250		hour	\$107.15
8522	Scraper	Scraper Capacity	23 CY	to 365		hour	\$155.50
8523	Scraper	Scraper Capacity	34 CY	to 475		hour	\$270.00
8524	Scraper	Scraper Capacity	44 CY	to 600		hour	\$265.70
8540	Loader, Skid-Steer	Operating Capacity	1000 Lbs	to 35		hour	\$14.15
8541	Loader, Skid-Steer	Operating Capacity	2000 Lbs	to 65		hour	\$37.00
8542	Loader, Skid-Steer	Operating Capacity	3000 Lbs	to 85		hour	\$36.05
8550	Snow Blower, Truck Mntd	Capacity	600 Tph	to 75	Does not include truck	hour	\$34.60
8551	Snow Blower, Truck Mntd	Capacity	1400 Tph	to 200	Does not include truck	hour	\$94.00
8552	Snow Blower, Truck Mntd	Capacity	2000 Tph	to 340	Does not include truck	hour	\$142.50
8553	Snow Blower, Truck Mntd	Capacity	2500 Tph	to 400	Does not include truck	hour	\$154.80
8558	Snow Thrower, Walk Behind	Cutting Width	25 in	to 5		hour	\$2.80
8559	Snow Thrower, Walk Behind	Cutting Width	60 in	to 15		hour	\$14.10
8560	Snow Blower	Capacity	2,000 Tph	to 400		hour	\$234.00
8561	Snow Blower	Capacity	2,500 Tph	to 500		hour	\$255.00
8562	Snow Blower	Capacity	3,500 Tph	to 600		hour	\$284.00

8569	Dust Control De-Ice Unit	1300-2000 gal	173"Lx98"Wx51"H	5.5	Hydro Pump w/100' 1/2" hose	hour	\$3.45
8570	Loader-Backhoe, Wheel	Loader Bucket Capacity	0.5 CY	to 40	Loader and Backhoe Buckets Included.	hour	\$22.15
8571	Loader-Backhoe, Wheel	Loader Bucket Capacity	1 CY	to 70	Loader and Backhoe Buckets Included.	hour	\$29.50
8572	Loader-Backhoe, Wheel	Loader Bucket Capacity	1.5 CY	to 95	Loader and Backhoe Buckets Included.	hour	\$38.60
8573	Loader-Backhoe, Wheel	Loader Bucket Capacity	1.75 CY	to 115	Loader and Backhoe Buckets Included.	hour	\$47.77
8580	Distributor, Asphalt	Tank Capacity	500 Gal		burners, insulated tank, and circulating spray bar.	hour	\$14.75
8581	Distributor, Asphalt	Tank Capacity	1000 Gal		burners, insulated tank, and circulating spray bar. Include	hour	\$21.30
8582	Distributor, Asphalt	Tank Capacity	4000 Gal		burners, insulated tank, and circulating spray bar. Include	hour	\$30.15
8583	Distributor	ETNYRE Oil Distributor Model - PB348		300		hour	\$41.60
8584	Distributor	ETNYRE Quad Chip Spreader		280		hour	\$83.20
8590	Trailer, Dump	Capacity	20 CY		Does not include Prime Mover.	hour	\$11.36
8591	Trailer, Dump	Capacity	30 CY		Does not include Prime Mover.	hour	\$13.10
8600	Trailer, Equipment	Capacity	30 Tons			hour	\$14.15
8601	Trailer, Equipment	Capacity	40 Tons			hour	\$15.50
8602	Trailer, Equipment	Capacity	60 Tons			hour	\$18.85
8603	Trailer, Equipment	Capacity	120 Tons			hour	\$28.35
8610	Trailer, Water	Tank Capacity	4000 Gal		with sump and a rear spraybar.	hour	\$13.50
8611	Trailer, Water	Tank Capacity	6000 Gal		with sump and a rear spraybar.	hour	\$16.55
8612	Trailer, Water	Tank Capacity	10000 Gal		with sump and a rear spraybar.	hour	\$19.20
8613	Trailer, Water	Tank Capacity	14000 Gal		with sump and a rear spraybar.	hour	\$23.77
8614	Truck- Water Tanker	1000 gal. tank		175		hour	\$33.35
8620	Tub Grinder			to 440		hour	\$95.35
8621	Tub Grinder			to 630		hour	\$143.65
8622	Tub Grinder			to 760		hour	\$183.60
8623	Tub Grinder			to 1000		hour	\$322.00
8627	Horizontal Grinder	Model HG8000		830		hour	\$57.36
8628	Stump Grinder	1988 Vermeer SC-112		102		hour	\$47.00
8629	Stump Grinder	24" grinding wheel		110		hour	\$45.00
8630	Sprayer, Seed	Working Capacity	750 Gal	to 30	Does not include Prime Mover.	hour	\$14.00
8631	Sprayer, Seed	Working Capacity	1250 Gal	to 50	Trailer & truck mounted. Does not include Prime Mover.	hour	\$19.80
8632	Sprayer, Seed	Working Capacity	3500 Gal	to 115	Does not include Prime Mover.	hour	\$29.25
8633	Mulcher, Trailer Mntd	Working Capacity	7 TPH	to 35		hour	\$14.10
8634	Mulcher, Trailer Mntd	Working Capacity	10 TPH	to 55		hour	\$20.80
8635	Mulcher, Trailer Mntd	Working Capacity	20 TPH	to 120		hour	\$29.45
8636	Scraper	Soil Recycler WR 2400	w 317 gal fuel tank	563		hour	\$236.85
8637	Trailer CAT	Double Belly Bottom-dump Trailer	26 CY of soil in one dump	330	13 CY of soil each berry	hour	\$92.33
8638	Rake	Barber Beach Sand Rake 600HDr, towed				hour	\$15.40
8639	Chipper	Wildcat 626 Cougar Trommel Screen chipper w belt		125		hour	\$34.30
8640	Trailer, Office	Trailer Size	8' x 24'		Cargo Size 16ft	hour	\$1.95
8641	Trailer, Office	Trailer Size	8' x 32'		Cargo Size 24ft	hour	\$2.30
8642	Trailer, Office	Trailer Size	10' x 32'		Cargo Size 20ft	hour	\$2.65
8643	Trailer	Haz-Mat Equipment trailer	8'x18'			hour	\$37.75
8644	Trailer, Covered Utility Trailer	(7' X 18')				hour	\$5.85
8645	Trailer, Dodge Ram	8' x 24' shower trailer- 12 showers		101		hour	\$29.45
8646	Trailer, Dodge	32' flatbed water				hour	\$27.90
8650	Trencher			to 40	Wheel Mounted. Chain and Wheel.	hour	\$16.30

8651	Trencher			to 85	Wheel Mounted, Chain and Wheel,	hour	\$24.70
8654	Trencher accessories	2008 Griswold Trenchbox				hour	\$1.90
8660	Plow, Cable	Plow Depth	24 in	to 30		hour	\$12.00
8661	Plow, Cable	Plow Depth	36 in	to 65		hour	\$37.45
8662	Plow, Cable	Plow Depth	48 in	to 110		hour	\$41.25
8670	Derrick, Hydraulic Digger	Max. Boom Length	60 Ft		alignment attachment. Include truck rate	hour	\$34.15
8671	Derrick, Hydraulic Digger	Max. Boom Length	90 Ft		alignment attachment. Include truck rate	hour	\$54.66
8680	Truck, Concrete Mixer	Mixer Capacity	13 CY	to 300		hour	\$82.35
8684	Truck, Fire	100 Ft Ladder				hour	\$100.00
8690	Truck, Fire	Pump Capacity	1000 GPM			hour	\$68.00
8691	Truck, Fire	Pump Capacity	1250 GPM			hour	\$72.25
8692	Truck, Fire	Pump Capacity	1500 GPM			hour	\$78.90
8693	Truck, Fire	Pump Capacity	2000 GPM			hour	\$81.40
8694	Truck, Fire Ladder	Ladder length	75 FT			hour	\$117.10
8695	Truck, Fire Ladder	Ladder length	150 FT			hour	\$142.75
8696	Truck, Fire	No Ladder		330	Rescue Equipment	hour	\$83.47
8700	Truck, Flatbed	Maximum Gvw	15000 Lbs	to 200		hour	\$20.60
8701	Truck, Flatbed	Maximum Gvw	25000 Lbs	to 275		hour	\$35.00
8702	Truck, Flatbed	Maximum Gvw	30000 Lbs	to 300		hour	\$27.10
8703	Truck, Flatbed	Maximum Gvw	45000 Lbs	to 380		hour	\$44.70
8708	Trailer, semi	48ft to 53ft, flat-bed, freight, two axle	50,000+ gvw			hour	\$8.45
8709	Trailer, semi	enclosed 48 ft to 53 ft, two axles	50,000+ gvw			hour	\$9.50
8710	Trailer, semi	28ft, single axle, freight	25,000 gvw			hour	\$9.70
8711	Flat bed utility trailer	6 ton				hour	\$3.10
8712	Cleaner, Sewer/Catch Basin	Hopper Capacity	5 CY		Truck Mounted.	hour	\$24.80
8713	Cleaner, Sewer/Catch Basin	Hopper Capacity	14 CY		Truck Mounted.	hour	\$31.30
8714	Vactor	800 Gal Spoils/400 Gal Water	500/800 gal	49		hour	\$82.75
8715	Truck, Hydro Vac	model LP555DT				hour	\$18.00
8716	Leaf Vac	Tow by Truck 22,000 cfm capacity		85	Leaf Vac + Truck Code 8811	hour	\$51.25
8717	Truck, Vacuum	60,000 GVW		400		hour	\$74.20
8719	Litter Picker	model 2007 Barber			towed by tractor	hour	\$9.60
8720	Truck, Dump	Struck Capacity	8 CY	to 220		hour	\$48.90
8721	Truck, Dump	Struck Capacity	10 CY	to 320		hour	\$60.77
8722	Truck, Dump	Struck Capacity	12 CY	to 400		hour	\$67.70
8723	Truck, Dump	Struck Capacity	18 CY	to 400		hour	\$75.50
8724	Truck, Dump, Off Highway	Struck Capacity	28 CY	to 450		hour	\$121.20
8725	Truck, Dump	Struck Capacity	14 CY	to 400		hour	\$77.80
8730	Truck, Garbage	Capacity	25 CY	to 255		hour	\$48.50
8731	Truck, Garbage	Capacity	32 CY	to 325		hour	\$55.90
8733	E-BAM Services	Environmental Beta Attenuation Air Monitor			Powered by Solar System	hour	\$3.00
8734	Attenuator, safety	that can stop a vehicle at 60 mph				hour	\$5.50
8735	Truck, Attenuator	2004 Truck Mounted for 60 mph				hour	\$3.85
8736	Truck, tow	1987 Chevy Kodiak 70		175		hour	\$27.70
8744	Van, Custom	Special Service Canteen Truck		350		hour	\$18.00
8745	Van, step	model MT10FD		300		hour	\$21.25
8746	Van-up to 15 passenger	light duty, class 1		225-300		hour	\$20.00
8747	Van-up to 15 passenger	light duty, class 2		225-300		hour	\$20.15
8748	Van-cargo	light duty, class 1		225 - 300		hour	\$22.25
8749	Van-cargo	light duty, class 2		225-300		hour	\$22.25
8750	Vehicle, Small			to 30		hour	\$6.40
8753	Vehicle, Recreational			to 10		hour	\$2.80
8755	Golf Cart	Capacity	2 person			hour	\$3.75
8761	Vibrator, Concrete			to 4		hour	\$1.80
8770	Welder, Portable			to 15	Includes ground cable and lead cable.	hour	\$3.10

8771	Welder, Portable			to 34	Includes ground cable and lead cable.	hour	\$6.80
8772	Welder, Portable			to 50	Includes ground cable and lead cable.	hour	\$10.00
8773	Welder, Portable			to 80	Includes ground cable and lead cable.	hour	\$13.75
8780	Truck, Water	Tank Capacity	2500 Gal	to 175	Include pump and rear spray system.	hour	\$28.70
8781	Truck, Water	Tank Capacity	4000 Gal	to 250	Include pump and rear spray system.	hour	\$50.00
8788	Container & roll off truck	30 yds				hour	\$23.05
8789	Truck, Tractor	1997 Freightliner F120		430		hour	\$54.90
8790	Truck, Tractor	4 x 2	25000 lbs	to 210		hour	\$42.40
8791	Truck, Tractor	4 x 2	35000 lbs	to 330		hour	\$48.00
8792	Truck, Tractor	6 x 2	45000 lbs	to 360		hour	\$52.75
8794	Truck, freight	Enclosed w/lift gate. Medium duty class 5	gvwr 18000-19500 Lbs			hour	\$23.25
8795	Truck, backhoe carrier	Three axle, class 8, heavy duty	over 33000Lbs			hour	\$34.50
8796	Truck, freight	Enclosed w/lift gate. Heavy duty, class	7, 26,001 to 33,000 lbs gvwr			hour	\$31.00
8798	Truck	Tilt and roll-back, two axle, class 7 heavy duty.	to 33,000 gvwr			hour	\$32.00
8799	Truck	Tilt and roll back, three axle, class 8 heavy duty	over 33,001+ gvwr			hour	\$40.60
8800	Truck, Pickup				When transporting people.	mile	\$0.54
8801	Truck, Pickup	1/2-ton Pickup Truck	4x2-Axle	180		hour	\$12.30
8802	Truck, Pickup	1-ton Pickup Truck	4x2-Axle	234		hour	\$17.85
8803	Truck, Pickup	1 1/4-ton Pickup Truck	4x2-Axle	260		hour	\$19.85
8804	Truck, Pickup	1 1/2-ton Pickup Truck	4x2-Axle	300		hour	\$22.25
8805	Truck, Pickup	1 3/4-ton Pickup Truck	4x2-Axle	300		hour	\$23.10
8806	Truck, Pickup	3/4-ton Pickup Truck	4x2-Axle	165		hour	\$13.40
8807	Truck, Pickup	3/4-ton Pickup Truck	4x4-Axle	285	Crew	hour	\$20.80
8808	Truck, Pickup	1-ton Pickup Truck	4x4-Axle	340	Crew	hour	\$22.85
8809	Truck, Pickup	1 1/4-ton Pickup Truck	4x4-Axle	360	Crew	hour	\$28.40
8810	Truck, Pickup	1 1/2-ton Pickup Truck	4x4-Axle	362	Crew	hour	\$28.75
8811	Truck, Pickup	1 3/4-ton Pickup Truck	4x4-Axle	362	Crew	hour	\$27.50
8820	Skidder accessory	2005 JCB Grapple Claw				hour	\$1.75
8821	Forklift, accessory	2005 ACS Grapple Bucket				hour	\$1.50
8822	Truck, Loader	Debris/Log (Knuckleboom Loader/Truck)		230		hour	\$52.26
8823	Chipper- Wood Recycler	Cat 16 engine		700		hour	\$115.00
8824	Skidder	model Cat 525B		up to 160		hour	\$62.90
8825	Skidder	40K lbs- model Cat 525C		181 and up		hour	\$118.77
8840	Truck, service	fuel and lube	up to 26,000 gvwr	215-225		hour	\$38.85
8841	Truck, fuel	2009 International 1,800 gal. storage tank		200		hour	\$30.50
8842	Mobile Command Trailer	(8' X 26') with 7.5 KW Generator				hour	\$14.88
8843	Mobile Response Trailer	(8' X 31') with 4.5 KW Generator?				hour	\$13.80
8844	Mobile Command Center	(unified) (RV) Ultimaster MP-35	43 FT Long with Generator	400		hour	\$75.00
8845	Mobile Command Post Vehicle	(RV) (In- Motion)	22-Ft Long	340		hour	\$31.00
8846	Mobile Command Post Vehicle	(RV) (Stationary) w/9.6 KW Generator	22-Ft Long	340		hour	\$19.25
8847	Mobile Command Center (Trailer)	48'x8' Trailer, Fully Equiped Mobile Command Center	48-Ft Long			hour	\$29.45
8848	Mobile Command Center (Trailer)	48'x8' When being Moved w/Truck Tractor		310		hour	\$48.90
8849	Mobile Command Center	43'x8.5' x 13.5'H with self 30kw Generator				hour	\$52.00
8850	Mobile Command Center	2007-Freightliner MT-55, (RV)		260		hour	\$45.50
8851	Mobile Command Van	1990- Ford Econoline-Communication Van		230		hour	\$41.00
8852	Mobile Command Center	47.5' X 8.75 Fully Equip' (In motion) (RV)		410		hour	\$65.30
8853	Mobile Command Center	47.5' X 8.75 Fully Equip' (Stationary)		410		hour	\$45.00

8854	Mobile Command Vehicle	53' X 8.75 Fully Equip		480-550		hour	\$98.20
8870	Light Tower	Terex/Amida AL 4000. with (4) 500 watt lights	w/10kw power unit	13.5		hour	\$10.68
8871	Light Tower	2004 Almand				hour	\$6.30
8872	SandBagger Machine	(Spider) automatic		4.5		hour	\$48.75
8900	Helicopter	OH-58 KIOWA (Military) is the same as "Bell-206B3		420		hour	\$474.00
8901	Helicopter	OH-58 KIOWA (Military) is the same as "Bell-206BR		420		hour	\$498.00
8902	Helicopter	Model Bell 206-L3 Jet Range Helicopter		650	Jet Range III-Helicopter	hour	\$582.00
8903	Helicopter	Model Bell 206L1 Long Ranger		650	Long Ranger	hour	\$598.00
8904	Helicopter	Model Bell 206LT Long Range Twinranger		450	Twinranger	hour	\$780.00
8905	Helicopter	Model Bell 407 EMS- Ambulance		250		hour	\$626.00
8906	Piper-Fixed wing	Model Navajo PA-31		310		hour	\$456.00
8907	Piper-Fixed wing	PA-31-350, Navajo Chiefn twin engine		350		hour	\$487.00
8908	Sikorsky Helicopter	Model UH-60 (Blackhawk) medium lift	Medium Lift	1890	Fire Fighter Same as S70C	hour	\$2,945.00
8909	Helicopter	Model UH-60 (Blackhawk) Medium lift	Medium Lift	1890	Fire Fighter	hour	\$5,504.00
8910	Boeing Helicopter	Model CH-47 (Chinook) heavy lift	Heavy Lift	2850	Fire Fighter	hour	\$10,750.00
8911	Helicopter- light utility	Model Bell 407GX - 7 seater	7-Seaters	675	Passenger Aircraft	hour	\$821.00
8912	Helicopter- light utility	Model Bell 206L- 7 seater	7-Seaters	420	Passenger Aircraft	hour	\$598.00
8913	Helicopter	Model Bell-206L4		726		hour	\$578.00
8914	King Air 200 Turboprop Aircraft	Blackhawk King Air B200XP61		669		hour	\$1,316.00
8915	Turboprops Blackhawk Aircraft	Blackhawk Caravan XP42 A		850		hour	\$897.00
8916	Turboprops Blackhawk Aircraft	King Air C90 XP135 A		550		hour	\$1,075.00
8917	Aerostar Piston Aircraft	Aerostar 801P		290		hour	\$447.00
8943	Wire Puller Machine	Overhead Wire Pulling Machine		30	Overhead/Underground Wire Pulling Machine	hour	\$19.85
8944	Wire Tensioning Machine	3000 Lbs			Overhead Wire Tensioning Machine	hour	\$14.50
8945	Aerial Lift	model 2008 Genie Scissor Lift				hour	\$6.30



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

MEETING DATE
2/5/2019 1:00:00 PM

DEPARTMENT: Public Works

DIVISION: Roads

(if applicable)

SUBMITTER: Rob Wilson

AGENDA ITEM TITLE: Ocean Beach Access Roads Maintenance Contract

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

The GHC Roads Department and the Washington State Parks and Rec Commission have agreed on contract terms for the maintenance of the Ocean Beach Access Roads located in Grays Harbor County. State Parks has agreed to pay up to \$88,000 for costs incurred by the county to maintain the access roads for the 2 year period covered by the contract.

FISCAL IMPACT/FUNDING SOURCE:

\$88,000/2 years in revenue to the Road Fund to pay for maintenance costs.

RECOMMENDED ACTION:

Approve the contract with Washington State Parks and Rec

[BELOW TO BE COMPLETED BY CLERK OF BOARD]

BOCC ACTION:

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



INTERAGENCY AGREEMENT
Between
WASHINGTON STATE PARKS AND RECREATION COMMISSION
And
Grays Harbor County Public Works

AGREEMENT NO. IA 719-147

THIS AGREEMENT is made and entered into by and between the Washington State Parks and Recreation Commission, hereinafter referred to as "State Parks," and Grays Harbor County Public Works hereinafter referred to as the "County".

IT IS THE PURPOSE OF THIS AGREEMENT to provide the professional expertise that does not exist within the limited staff availability of State Parks and that the County can perform on a mutually beneficial basis.

THEREFORE, IT IS MUTUALLY AGREED THAT:

STATEMENT OF WORK

The County shall furnish the necessary personnel, equipment, material, and/or services and otherwise do all things necessary for or incidental to the performance of the work set forth below:

1. The Ocean Beach Access (OBA) road maintenance shall be defined as that section of road providing beach access between the November 11, 1889, line or ordinary high tide or westerly from the last point of development or private access, whichever is furthest west and the existing high tide line as is now or may be.
2. The County shall continue to maintain all Pacific Ocean OBA roads at the expense of the County. State Parks, subject to the availability of State funds, shall reimburse the County for County maintenance during the fiscal years of 2017-2018 and 2018-2019, ending June 30, 2019, for Pacific Ocean OBA roads as follows:

Grays Harbor County

- (1) Moclips
- (2) Analyde Park
- (3) Copalis – Heath (when/if reopened by county)
- (4) Copalis – Benner OBA (when/if reopened by county)
- (5) Oyhut
- (6) Ocean City
- (7) Bonge
- (8) Grayland
- (9) County Line
- (10) Roosevelt Beach Access
- (11) Twin Harbors (when/if reopened by county)

3. The COUNTY will maintain the OBA roads designated by this Agreement for public access as needed for each individual OBA road. The amount of expected

public usage will determine the degree of maintenance for an OBA. The COUNTY is to keep the OBA roads accessible when the OBA roads have high demand for usage and to not maintain when usage falls to low demand.

4. State Parks shall post the Pacific Ocean OBA roads with the necessary signs, covering such regulations of the State as are now in effect, provided the County can put up warning signs if the County determines that an OBA road approach is dangerous for current use at any given time. Parks can also post signs if OBA become too dangerous for access.

PERIOD OF PERFORMANCE

Subject to its other provisions, the period of performance of this Agreement shall commence on July 1, 2017, and be completed on June 30, 2019, unless terminated sooner as provided herein. Agreement shall automatically expire on June 30, 2019, unless otherwise extended by amendment.

PAYMENT

Compensation for the work provided in accordance with this agreement has been established under the terms of RCW 39.34.130. The parties have estimated that the cost of accomplishing the work herein will not exceed **Eighty-Eight Thousand, and No/100ths Dollars (\$88,000.00)**. Payment for performance of the work shall not exceed this amount unless the parties mutually agree to a higher amount, in writing per section titled, "Agreement Alterations and Amendments," prior to the commencement of any work which will cause the maximum payment to be exceeded.

BILLING PROCEDURE

The County shall submit invoices no more often than monthly. Payment to the County for approved and completed work will be made by warrant or account transfer by State Parks within 30 days of receipt of the invoice. Upon expiration of the contract, any claim for payment not already made shall be submitted within 30 days after the expiration date or the end of the fiscal year, whichever is earlier.

RECORDS MAINTENANCE

The parties to this contract shall each maintain books, records, documents and other evidence which sufficiently and properly reflect all direct and indirect costs expended by either party in the performance of the services described herein. These records shall be subject to inspection, review or audit by personnel of both parties, other personnel duly authorized by either party, the Office of the State Auditor, and federal officials so authorized by law. All books, records, documents, and other material relevant to this Agreement will be retained for six years after expiration and the Office of the State Auditor, federal auditors, and any persons duly authorized by the parties shall have full access and the right to examine any of these materials during this period.

Records and other documents, in any medium, furnished by one party to this agreement to the other party, will remain the property of the furnishing party, unless otherwise agreed. The Public Records Act, Chapter 42.56 RCW, shall dictate the disclosure of applicable public records. The party who receives a public records request concerning this Agreement shall notify the other party prior to producing public records to the requestor.

RIGHTS IN DATA

Unless otherwise provided, data which originates from this Agreement shall be "works for hire" as defined by the U.S. Copyright Act of 1976 and shall be owned by the state of Washington. Data shall include, but not be limited to, reports, documents, pamphlets, advertisements, books magazines, surveys, studies, computer programs, films, tapes, and/or sound reproductions. Ownership includes the right to copyright, patent, register, and the ability to transfer these rights.

INDEPENDENT CAPACITY

The employees or agents of each party who are engaged in the performance of this Agreement shall continue to be employees or agents of that party and shall not be considered for any purpose to be employees or agents of the other party.

AGREEMENT ALTERATIONS AND AMENDMENTS

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

TERMINATION

Either party may terminate this Agreement upon 30 days' prior written notification to the other party. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.

INDEMNIFICATION

Each party shall be responsible for the actions and inactions of itself and its own officers, employees, and agents acting within the scope of their authority. No party to this Agreement shall be responsible for the acts and/or omissions of entities or individuals not party to this Agreement. Parties shall cooperate in the defense of tort lawsuits when possible. Both parties agree and understand that such cooperation may not be feasible in all circumstances. Both Parties agree to notify the attorneys of record in any tort lawsuit where both parties if either party enters into settlement negotiations. It is understood that such notice shall be in writing and shall occur prior to any negotiations, or as soon as possible thereafter.

TERMINATION FOR CAUSE

If for any cause, either party does not fulfill in a timely and proper manner its obligations under this Agreement, or if either party violates any of these terms and conditions, the aggrieved party will give the other party written notice of such failure or violation. The responsible party will be given the opportunity to correct the violation or failure within fifteen (15) working days. If failure or violation is not corrected, this Agreement may be terminated immediately by written notice of the aggrieved party to the other.

DISPUTES

In the event that a dispute arises under this Agreement, it shall be determined by a Dispute Board in the following manner: Each party to this agreement shall appoint one member to the Dispute Board. The members so appointed shall jointly appoint an additional member to the Dispute Board. The

Dispute Board shall review the facts, contract terms and applicable statutes and rules and make a determination of the dispute. The determination of the Dispute Board shall be final and binding on the parties hereto. As an alternative to this process, either of the parties may request intervention by the Governor, as provided by RCW 43.17.330, in which event the Governor's process will control.

GOVERNANCE

This contract is entered into pursuant to and under the authority granted by the laws of the state of Washington and any applicable federal laws. The provisions of this agreement shall be construed to conform to those laws.

In the event of an inconsistency in the terms of this Agreement, or between its terms and any applicable statute or rule, the inconsistency shall be resolved by giving precedence in the following order:

- a. applicable state and federal statutes and rules;
- b. statement of work; and
- c. any other provisions of the agreement, including materials incorporated by reference.

ASSIGNMENT

The work to be provided under this Agreement, and any claim arising thereunder, is not assignable or delegable by either party in whole or in part, without the express prior written consent of the other party, which consent shall not be unreasonably withheld.

WAIVER

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

SEVERABILITY

If any provision of this Agreement or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Agreement which can be given effect without the invalid provision, if such remainder conforms to the requirements of applicable law and the fundamental purpose of this agreement, and to this end the provisions of this Agreement are declared to be severable.

ALL WRITINGS CONTAINED HEREIN

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

PROJECT MANAGEMENT

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

The Project Representative for County is: Rob Wilson, County Engineer, (360) 964-1663

The Project Representative for State Parks is: Jay Carmony, Assistant Region Manager, (360) 725-9773

IN WITNESS WHEREOF, the parties have executed this Agreement this ____ day of _____, 20__.

**Board of County Commissioners
Grays Harbor County, Washington**

**Washington State Parks and
Recreation Commission**

By: _____
Randy Ross, Chair Date

By: _____
Title: Mark Bibeau, CFO Date

By: _____
Wes Cormier, Commissioner Date

By: _____
Vickie L. Raines, Commissioner Date

ATTEST: _____
Clerk of the Board

Approved As To Form:
William Van Hook
Asst. Attorney General
02/20/07

PURCHASE REQUEST**DEPARTMENT: SOLID WASTE / UTILITIES**

Date: 02/05/2019

Item to be purchased: Back Up Power Generator

EXPLANATION OF REQUEST

The department requests authorization to purchase a back up power generator for Seaview Estates, which is a part of our North Beach Water System. We find this to be a necessary purchase, as the last power outage resulted in bad water quality in the area. This expenditure is included in the 2019 budget.

IMPORTANT INFORMATIONBudget information: ☐ General Fund ☒ Miscellaneous Fund:

Amount of request: Approximately \$9,590.00 + WSST

Funding Source (grant, fees, etc.): North Beach Water Fund # 406.000.000

Will this require a supplemental or emergency budget? ☐ YES ☒ NO [Click here to enter text.](#)Process used to acquire the item: (bid, state contract, vendor list, quotes, etc.)
Estimate

Other information: N/A

SIGNITURES/APPROVAL

Elected Official/ Department Administrator Signature:	
	Date:
Grays Harbor County Commissioner Approval:	
Commissioner Wes Cormier	
Commissioner Randy Ross	
Commissioner Vickie L. Raines	
Attest:	Date:
Was the Contract reviewed by the Prosecutor's Office? (if applicable- if a contract or lease is included) <input type="checkbox"/> YES <input type="checkbox"/> NO Signature of Deputy Prosecuting Attorney:	
Was the agenda item reviewed by the Budget Director? (req. for all purchases) <input type="checkbox"/> YES <input type="checkbox"/> NO Signature of Budget Director:	
Was the agenda item reviewed by Central Services? (req. for technology purchases) <input type="checkbox"/> YES <input type="checkbox"/> NO Signature of Central Services Director:	

HOMETOWN ELECTRIC LLC
 920 N. Summit Rd
 McCleary, WA 98557
 hometownelectricjb@yahoo.com
 hometownelectricllc.com

Estimate


ADDRESS

Grays Harbor County
 100 W. Broadway, Ste. 31
 Wa.
 Montesano, WA 98563

SHIP TO

SEAVIEW ESTATES

ESTIMATE #

2610

DATE

01/16/2019

EXPIRATION DATE

01/15/2019

SALES REP

Jerad

DATE	ACTIVITY	QTY	RATE	AMOUNT
01/16/2019	Job Permit, Labor, and Materials for: Remove Existing Meter Base. Coordinate with PUD for Service Disconnect/Reconnect. Furnish and Install - 22kw Single Phase Propane Generator with Pad and Battery. 200amp Automatic Transfer Switch. New 200amp Underground Stainless Steel Meter Base. Wiring for Service and Generator. Grounding and Bonding to Current Electrical Code. Request Electrical Inspection. Note: This estimate does not include sales tax. Note: This estimate does not cover furnishing or installing a soft start or vfd which may be required in order for the generator to work properly. Thank you for this opportunity.	1	9,590.00	9,590.00

Any alteration or deviation from above specifications involving extra costs will become an extra charge.

TOTAL

\$9,590.00

TERMS: Net 15 days

Accepted By

Accepted Date

If you have any questions please don't hesitate to call me.

Jerad Birindelli
 Cell: 360 268-3813
 Office: 360 495-9473



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

MEETING DATE
2/5/2019 1:00:00 PM

DEPARTMENT: Public Services

DIVISION:

Solid Waste / Utilities & Development

SUBMITTER: Maggie McDougall for Mark Cox

AGENDA ITEM TITLE: Right Of Entry for Survey and Evaluation

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

The department requests the Chair of the Board to sign the Right of Entry, which will allow the County to perform a survey for the Copalis Beach Water System. The Right of Entry shall become effective on the date of signing and shall expire May 31, 2019.

FISCAL IMPACT/FUNDING SOURCE:

North Beach Water System 406.000.000

RECOMMENDED ACTION:

The department recommends the Chair of the Board to sign the Right of Entry.

[BELOW TO BE COMPLETED BY CLERK OF BOARD]

BOCC ACTION:

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

**RIGHT OF ENTRY
FOR
SURVEY AND EVALUATION**

TO: Grays Harbor County
 Department of Public Services
 100 West Broadway, Suite 31
 Montesano, WA. 98563

FROM: Beverly A. Cromwell
 P.O. Box 398
 Copalis Beach, WA 98535

RE: Right of Entry and Easement

Permission is hereby granted from Beverly A. Cromwell (Grantor) to Grays Harbor County (Grantee) and their assigns to enter upon my land described as follows:

Tax Parcel No. 191227230010 located in the SW $\frac{1}{4}$ of the NW $\frac{1}{4}$ of Section 27, Township 19 North, Range 12 West, W.M.

The purpose of this right of entry is to perform preliminary investigations to survey said property and adjacent properties. The Right of Entry shall be confined to existing roads and along property lines within and around the Grantor's property.

Grantee and their assigns agree not to damage the land or flora upon said land other than such damage that is reasonable, necessary and incidental to the above mentioned purposes. Road surfaces shall be restored to conditions at least equal to the condition at the time this Right of entry is executed.


In the event that the Grantee notifies the Grantor of intent to construct public water supply facilities on the Grantor's property, the Grantor agrees to establish a perpetual 20-foot wide easement for construction and maintenance of utilities as identified in the easement agreement provided

Right of Entry

Page 1

in Attachment A of this right of entry. Exhibit A of Attachment A will be updated to provide the final surveyed easement location.

I hereby grant permission to Grays Harbor County or their assigns to enter upon the above described property for the above mentioned purposes. This right of entry shall become effective on the date of signing. This Right of Entry shall expire May 31, 2019.



Beverly A. Cromwell

BEVERLEY

1/18/19
Date

ACCEPTED BY :

GRAYS HARBOR COUNTY BOARD OF COUNTY COMMISSIONERS

Right of Entry

Page 2



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

MEETING DATE
2/5/2019 1:00:00 PM

DEPARTMENT: Sheriff

DIVISION:

(if applicable)

SUBMITTER: Rane Farmer

AGENDA ITEM TITLE: Resolution

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

To increase the amount of the Sheriff's Office Change Fund and changing the fund custodian to the current elected or appointed Sheriff.

FISCAL IMPACT/FUNDING SOURCE:

RECOMMENDED ACTION:

Sign attached Resolution.

[BELOW TO BE COMPLETED BY CLERK OF BOARD]

BOCC ACTION:

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

GRAYS HARBOR COUNTY RESOLUTION NO. 2019-_____

A RESOLUTION of the Grays Harbor County Board of Commissioners amending Resolution No. 01-49 and Resolution No. 2014-101, increasing the amount of the Sheriff's Office Change Fund and changing the fund custodian to the current elected or appointed Sheriff

WHEREAS, Resolution No. 01-49 established a change fund within the Grays Harbor County Sheriff's Office in the amount of \$200 and designated a change fund custodian; and

WHEREAS, Resolution No. 2014-101 amended Resolution No. 01-49, changing the designated fund custodian to the current County Sheriff by name; and

WHEREAS, the designated fund custodian should be changed to reflect the current elected or appointed Sheriff; and

WHEREAS, it is necessary to increase the change fund from \$200 to \$500,

NOW THEREFORE, BE IT HEREBY RESOLVED by the Board of Commissioners that Resolution No. 01-49 and Resolution No. 2014-101 shall be amended the change the fund custodian to "the current elected or appointed Sheriff" and to increase the change fund amount from \$200 to \$500.

ADOPTED this _____ day of _____, 2019.

**BOARD OF COMMISSIONERS
GRAYS HARBOR COUNTY**

Randy Ross, Chair, Commissioner

Wes Cormier, Commissioner

Vickie L. Raines, Commissioner

ATTEST:

APPROVED AS TO FORM:

Jenna Amsbury
Clerk of the Board

Deputy Prosecuting Attorney



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

MEETING DATE
2/5/2019 1:00:00 PM

DEPARTMENT: Treasurer
DIVISION: <i>(if applicable)</i>
SUBMITTER: Ken Albert
AGENDA ITEM TITLE: Cancellation of personal property taxes
EXPLANATION OF REQUEST: <i>(include dates, important information and summary)</i> Approve submitted list to cancel Personal Property taxes deemed uncollectable. Approve Resolution to cancel same taxes.
FISCAL IMPACT/FUNDING SOURCE: None
RECOMMENDED ACTION: Approve cancellation.

[BELOW TO BE COMPLETED BY CLERK OF BOARD]

BOCC ACTION:

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



**GRAYS HARBOR
COUNTY**
STATE OF WASHINGTON

KENNETH E. ALBERT
TREASURER

P.O. BOX 831
MONTESANO, WA 98563
TELEPHONE (360) 249-3751
FAX (360) 249-5705

January 24, 2019

Board of Commissioners
100 W Broadway, Suite 1
Montesano, WA 98563

Commissioners: RE: Cancellation of personal property taxes

Attached is a list of the personal property taxes deemed uncollectable during 2018. RCW 84.56.240 directs the Treasurer to submit this listing to the Board annually on the first day of February.

We respectfully request the Board adopt the attached resolution to formally cancel these uncollectable accounts.

Please let me know if you have any questions.

Sincerely,

K. Albert

(attach.)

Taxroll Supplements & Cancellations

Date Range: 1/1/2018 - 1/24/2019

Kenneth E. Albert
 Grays Harbor County Treasurer
 P.O. Box 831
 Montesano, WA 98563
 360-249-3751

Date Range: 1/1/2018 - 1/24/2019								
User Names: Angela Whittenberg								
Post Types: Personal Property								
Year	Parcel Number	District	Year	Status	Ex Code	Assessed Value	Impr Value	Total Taxes
2018	Schedule #: C056992	172	2018			4,500	500	77.32
	Statement #: 2018-C056992	SBRFA	2018			0	0	0.00
	Source: Personal Property	Current:				(4,500)	(500)	-77.32
	Notes: STATE OF WASHINGTON PARK - STATUS SHOULD BE EXEMPT	Change:						
	Tax Payer: WESTERN SHORES MOTEL	Owner Code: 72648						
2018	Schedule #: C055318	H2	2018			10,570	13	209.96
	Statement #: 2018-C055318	AB005	2018			0	0	0.00
	Source: Personal Property	Current:				(10,570)	(13)	-209.96
	Notes: BUSINESS CLOSED SHOULD NOT HAVE BEEN ASSESSED TAXES.	Change:						
	Tax Payer: HEARING CARE CENTERS SW WA INC	Owner Code: 28734						
2017	Schedule #: C060502	068F05H1	2017			0	4,869	80.46
	Statement #: 2017-C060502	068F05H1	2017			0	0	0.00
	Source: Personal Property	Current:				0	(4,869)	-80.46
	Notes: BUSINESS CLOSED IN 2016 SHOULD NOT HAVE BEEN ASSESSED TAXES IN 2017	Change:						
	Tax Payer: TECHTELL INC	Owner Code: 66748						
2018	Schedule #: C060502	068F05H1	2018			5,056	8	88.70
	Statement #: 2018-C060502	068F05H1	2018			0	0	0.00
	Source: Personal Property	Current:				(5,056)	(8)	-88.70
	Notes: BUSINESS CLOSED 2016 INCORRECTLY ASSESSED TAXES FOR 2018	Change:						
	Tax Payer: TECHTELL INC	Owner Code: 66748						
2018	Schedule #: C059787	WE172	2018			46,589	500	844.46
	Statement #: 2018-C059787	H2	2018			0	0	0.00
	Source: Personal Property	Current:				(46,589)	(500)	-844.46
	Notes: BUSINESS CLOSED TAXES ASSESSED IN ERROR	Change:						
	Tax Payer: WESTPORT DIESEL SERVICE INC	Owner Code: 72722						

2018	Schedule #: C062565 Statement #: 2018-C062565 Source: Personal Property Notes: Close parcel assessed in error no longer in gh county Tax Payer: DAMON S PIERCE MD PS	User: Angela Whittenberg Date: 6/26/2018	Previous: AB005 H2 Current: AB005 H2 Change:	6,250 0 (6,250)	0 0 0	124.00 0.00 -124.00
	Owner Code: 15679					
2018	Schedule #: C062653 Statement #: 2018-C062653 Source: Personal Property Notes: BUSINESS CLOSED IN LATE 2016 SHOULD NOT HAVE BEEN CHARGED. Tax Payer: TAQUERIA LAS MULITAS	User: Angela Whittenberg Date: 7/19/2018	Previous: AB005 H2 Current: AB005 H2 Change:	43,298 0 (43,298)	0 0 0	859.00 0.00 -859.00
	Owner Code: 66463					
2017	Schedule #: C001959 Statement #: 2017-C001959 Source: Personal Property Notes: ASSESSED PROPERTY IN ERROR - WAS NOT AN ACTIVE BUSINESS. Tax Payer: MCMANEMY PLUMBING CO INC	User: Angela Whittenberg Date: 10/1/2018	Previous: H2 Current: H2 Change:	0 0 0	28,830 0 (28,830)	545.88 0.00 -545.88
	Owner Code: 44199					
2018	Schedule #: C001959 Statement #: 2018-C001959 Source: Personal Property Notes: ASSESSED PROPERTY IN ERROR - WAS NOT AN ACTIVE BUSINESS Tax Payer: MCMANEMY PLUMBING CO INC	User: Angela Whittenberg Date: 10/1/2018	Previous: H2 Current: H2 Change:	30,468 0 (30,468)	0 0 0	605.32 0.00 -605.32
	Owner Code: 44199					
2014	Schedule #: C001959 Statement #: 2014-C001959 Source: Personal Property Notes: NO LONGER IN BUSINESS - BLDG SOLD AT TAX FORECLOSURE SALE BY GH COUNTY. Tax Payer: MCMANEMY PLUMBING CO INC	User: Angela Whittenberg Date: 1/24/2019	Previous: H2 Current: H2 Change:	0 0 0	14,761 0 (14,761)	291.88 0.00 -291.88
	Owner Code: 44199					
2015	Schedule #: C001959 Statement #: 2015-C001959 Source: Personal Property Notes: NO LONGER IN BUSINESS/BLDG SOLD AT TAX FORECLOSURE SALE BY GH COUNTY Tax Payer: MCMANEMY PLUMBING CO INC	User: Angela Whittenberg Date: 1/24/2019	Previous: H2 Current: H2 Change:	0 0 0	18,451 0 (18,451)	347.20 0.00 -347.20
	Owner Code: 44199					
2016	Schedule #: C001959 Statement #: 2016-C001959 Source: Personal Property Notes: NO LONGER IN BUSINESS/BLDG SOLD AT TAX FORECLOSURE SALE BY GH COUNTY Tax Payer: MCMANEMY PLUMBING CO INC	User: Angela Whittenberg Date: 1/24/2019	Previous: H2 Current: H2 Change:	0 0 0	23,064 0 (23,064)	424.06 0.00 -424.06
	Owner Code: 44199					
						\$ (3,653.78)

RESOLUTION NUMBER 2017- 007

COPY

CANCELLING PERSONAL PROPERTY TAXES
PURSUANT TO RCW 84.56.240


WHEREAS, the County Treasurer has submitted the attached listing of personal property, which, for the lack of goods of chattels the Treasurer has been unable to collect, by distress or otherwise, the taxes that may have been assessed upon such personal property.

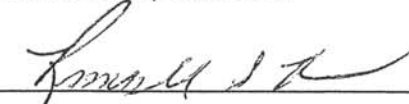
AND, WHEREAS, pursuant to RCW 84.56.240, the Treasurer is directed to submit such listing to the county legislative authority annually on the first day of February.

NOW, THEREFORE, BE IT HEREBY RESOLVED, that pursuant to the authority granted by statute, the County legislative authority hereby deems the taxes in the attached listing to be uncollectible and authorizes and directs such taxes be cancelled.

ADOPTED this 23 day of January, 2017


BOARD OF COUNTY COMMISSIONERS
FOR GRAYS HARBOR COUNTY


Wes Cormier, Chairman


Randy Ross, District 2

Excused
Vickie Raines, District 3

Attest:

 , Clerk of the Board