WORK SESSION AGENDA

BOARD OF CLALLAM COUNTY COMMISSIONERS

223 East 4th Street Room 160

Port Angeles, Washington

Monday, April 29, 2024 – 9:00 a.m.

Board of Clallam County Commissioner meetings will also be available virtually at:

If you would like to participate in the meeting via Zoom audio only, call 253-215-8782 and use meeting ID: 875 561 7844 and passcode: 12345

If you would like to participate in the meeting via Zoom video conference, visit https://zoom.us/j/8755617844 and use meeting ID: 875 561 7844 and passcode: 12345

This meeting can be viewed on a live stream at this link: https://www.clallamcountywa.gov/669/Live-Archived-Meetings-Online

Public comment can be directed to the Clerk of the Board at 360-417-2256 or Loni.Gores@clallamcountywa.gov

Administration ? 9 a.m.

1. Calendar/Correspondence

2. Resolution appointing Kelly Newhouse to the Behavioral Health Advisory Board

   Resolution

3. Resolution appointing Jane Childers to the Lake Sutherland Steering Committee

   Resolution

4. Letter of support for Port of Port Angeles 2024 Port Infrastructure Development Program application

   Letter

5. Letter of support for RCO Projects 24-1691 and 24-1694 to acquire properties Heifer Farm and Cameron Farm Estates (1d)*

   Letter

6. Agreement with Pacific Office Equipment for furniture for Health and Human Services (2c)*

   Agreement

7. Agreement appendix A with Washington State University Extension for approved 2024 budget

   Agreement

8. Purchase order with Carousel Industries for phone system maintenance and support

   Purchase order

9. Agreement with Washington Military Department and U.S. Department of Homeland Security for Operation Stonegarden Program

   Agreement

10. Request to call for proposals to be received no later than Tuesday, June 4, 2024 at 9:30 a.m. regarding Wildfire Protection Planning (3b)*

    Request for proposals call

11. Pre-application questionnaire with US Department of Justice for National Criminal History Improvement Program to obtain Live Scan fingerprint machines

    Pre-application questionnaire

12. Pre-application questionnaire and letter of support with Washington State Administrative Office of the Courts for Veterans Court Grant

    Pre-application questionnaire

13. Update on the EV Charging Station Project

    Update

14. Agreement with Department of Agriculture for Dog Barn and Agility Arena upgrades

    Agreement

Public Works

15. Land purchase agreement with Clifford and Judy Hewitt for Bear Creek Road

    Land purchase agreement

16. Land purchase agreement with Joel and Shauna Wilhelm for Bear Creek Road

    Land purchase agreement

17. Notice to call for bids to be received no later than Tuesday, May 28, 2024 at 10 a.m. for the 2024 Hot Mix Asphalt Requirements

    Notice of call for bids

18. Pre-application questionnaire with US Department of Transportation for county wide road safety

    Pre-application questionnaire

19. Request to approve a new Regional Trails and Active Transportation Coordinator position

    Request to approve

Community Development

20. Resolution to authorize expenditures from the Conservation Futures Frund for approved 2024 applications

    Resolution

Board of Commissioners

21. Letters to Jamestown S?Klallam Tribe and Floodplains by Design regarding the Dungeness Levee Setback Project (1f)*

    Letters

22. Discussion and next steps regarding a response to the Department of Natural Resources for City of Port Angeles Trust Land Transfer application

    Discussion and next steps

Budget

23. Review the ?How Did We Do? reports comparing each month?s actual performance

    Review

General Discussion/Items for Future Agendas

A. Olympic National Park update (May 6 at 9 a.m.)

B. CASA Update (May 13)

C. Department of Transportation Highway 101 Project Discussion (June 10 at 9 a.m.)

D. Department of Natural Resources Meeting (June 17 at 1 p.m.)

E. Department of Natural Resources Meeting (August 19 at 1 p.m.)

F. Department of Transportation Highway 101 Project Discussion (September 9 at 9 a.m.)

G. Joint Meeting with Port of Port Angeles (October 28 at 11 a.m. ? hosted at BOCC)

H. Department of Natural Resources Meeting (November 18 at 1 p.m.)

I. Department of Transportation Highway 101 Project Discussion (December 9 at 9 a.m.)

J. Fair Rodeo Update (TBD)

K. Clallam Conservation District Update (TBD)

L. Hearing Examiner Update (TBD)

EXECUTIVE SESSION - April 29, 2024 at 3 p.m.
The Board of County Commissioners, pursuant to RCW 42.30.080, has scheduled a special meeting to be held at 3 p.m., Monday, April 29, 2024 in the Commissioner's Board Room, 223

East 4th Street, Port Angeles, Room 160.

The purpose of the special meeting is to facilitate an Executive Session with the Prosecuting Attorney's Office, per RCW 42.30.110. No virtual option will be available.

The Executive Session is to discuss the following item(s):
? Litigation

The Board of County Commissioners will take no action while in Executive Session but reserves the right to take action at the conclusion of the Executive Session once it is back in open session.

The Board may recess into Executive Session to consider employment or dismissal of personnel, to review the performance of a public employee, to consult with legal counsel, to consider the position to be taken in collective bargaining, to consider acquisition or sale of real estate, or other matters per RCW 42.30.110

Executive Session

- Other items may be added at the discretion of the Board and additional Work Sessions may be scheduled if more time is needed to allow for adequate discussion.
- Written testimony presented by members of the public during the Board meeting is considered a public document and must be submitted to the Clerk of the Board.
- Copies of public documents from Board meetings are available by contacting the Public Records Department.

2

AGENDA ITEM SUMMARY APR 2 9 2024

(Must be submitted NLT 3PM Wednesday for next week agenda)

Department: BOCC

WORK SESSION ☒ **Meeting Date: 4-29-24**

REGULAR AGENDA ☒ **Meeting Date: 5-7-24**

Item summary:

☐ Call for Hearing ☐ Contract/Agreement/MOU - Contract #

☒ Resolution ☐ Proclamation ☐ Budget Item

☐ Draft Ordinance ☐ Final Ordinance ☐ Other

Documents exempt from public disclosure attached: ☐

Executive summary:
A vacancy exists on the Behavioral Health Advisory Board due to a resignation.

A press release was issued during the month of January and February 2024 soliciting applications from interested citizens. Three applications were received.

Health and Human Services Deputy Director endorses the appointment of Kelly Newhouse to the Behavioral Health Advisory Board.

Budgetary impact: (Is there a monetary impact? If so, are funds for this already allocated or is a budget change necessary? If this is a contract and a budget change is necessary, the budget change form must be submitted with the item at work session and for the regular agenda) **If a budget action is required, has it been submitted and a copy attached?** ☐
None

Recommended action: (Does the Board need to act? If so, what is the department's recommendation?)
Approve and sign a resolution to appoint.

County Official signature & print name: Loni Gores Loni Gores, Clerk

Name of Employee/Stakeholder attending meeting: Board of Commissioners, Health and Human Services Department

Relevant Departments: Board of Commissioners, Health and Human Services Department

RESOLUTION _____, 2024

APPOINTING A MEMBER TO THE
BEHAVIORAL HEALTH ADVISORY BOARD

THE BOARD OF CLALLAM COUNTY COMMISSIONERS finds as follows:

1. A vacancy exists on the Behavioral Health Advisory Board due to a resignation.

2. A press release was issued during the months of January and February 2024 soliciting applications from interested citizens. Three applications were received.

3. Health and Human Services Deputy Director endorses the appointment of Kelly Newhouse to the Behavioral Health Advisory Board.

NOW, THEREFORE, BE IT RESOLVED by the Clallam County Board of Commissioners, in consideration of the above findings of fact:

1. **Kelly Newhouse** is appointed as the Private provider of substance use disorders services not contracting for funding representative for a term ending December 31, 2026.

PASSED AND ADOPTED this 7th day of May 2024

BOARD OF CLALLAM COUNTY COMMISSIONERS

_____
Mike French, Chair

ATTEST:

_____
Randy Johnson

_____
Loni Gores, CMC, Clerk of the Board

_____
Mark Ozias

c: A22.52
Appointee(s)
HHS

DRAFT

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AGENDA ITEM SUMMARY

APR 2 9 2024

(Must be submitted NLT 3PM Wednesday for next week agenda)

Department: BOCC

WORK SESSION ☒ **Meeting Date: 4-29-24**

REGULAR AGENDA ☒ **Meeting Date: 5-7-24**

Item summary:

☐ Call for Hearing ☐ Contract/Agreement/MOU - Contract #

☒ Resolution ☐ Proclamation ☐ Budget Item

☐ Draft Ordinance ☐ Final Ordinance ☐ Other

Documents exempt from public disclosure attached: ☐

Executive summary:
A vacancy exists on the Lake Sutherland Steering Committee due to a resignation.

A press release was issued during the months of January and February 2024 soliciting applications from interested citizens. Two applications were received.

Christina St. John – Noxious Weed Coordinator and Lake Sutherland Steering Committee contact endorses the appointment of Jane Childers to the Lake Sutherland Steering Committee.

Budgetary impact: (Is there a monetary impact? If so, are funds for this already allocated or is a budget change necessary? If this is a contract and a budget change is necessary, the budget change form must be submitted with the item at work session and for the regular agenda) **If a budget action is required, has it been submitted and a copy attached?** ☐
None

Recommended action: (Does the Board need to act? If so, what is the department's recommendation?)
Approve and sign resolution appointing.

County Official signature & print name: Loni Gores Loni Gores, Clerk

Name of Employee/Stakeholder attending meeting: Board of Commissioners and Lake Sutherland Steering Committee Coordinator – Christina St. John

Relevant Departments: Board of Commissioners and Lake Sutherland Steering Committee Coordinator – Christina St. John

RESOLUTION _____, 2024

APPOINTING A MEMBER TO THE
LAKE SUTHERLAND STEERING COMMITTEE

THE BOARD OF CLALLAM COUNTY COMMISSIONERS finds as follows:

1. A vacancy exists on the Lake Sutherland Steering Committee due to a resignation.

2. A press release was issued during the months of January and February 2024 soliciting applications from interested citizens. Two applications were received.

3. Christina St. John – Noxious Weed Coordinator and Lake Sutherland Steering Committee contact endorses the appointment of Jane Childers to the Lake Sutherland Steering Committee.

NOW, THEREFORE, BE IT RESOLVED by the Clallam County Board of Commissioners, in consideration of the above findings of fact:

1. **Jane Childers** is appointed to the Lake Sutherland Steering Committee for a term expiring on December 31, 2026.

PASSED AND ADOPTED this 7th day of May 2024

BOARD OF CLALLAM COUNTY COMMISSIONERS

_____
Mike French, Chair

_____
Randy Johnson

ATTEST:

_____
Loni Gores, CMC, Clerk of the Board

_____
Mark Ozias

DRAFT

AGENDA ITEM SUMMARY

4

APR 2 9 2024

(Must be submitted NLT 3PM Wednesday for next week agenda)

Department: BOCC

WORK SESSION ☒ **Meeting Date:4-29-24**

REGULAR AGENDA ☒ **Meeting Date: 5-7-24**

Required originals approved and attached? ☐
Will be provided on:

Item summary:

☐ Call for Hearing
☐ Contract/Agreement/MOU - Contract #
☐ Resolution
☐ Proclamation
☐ Budget Item
☐ Draft Ordinance
☐ Final Ordinance
☒ Other – Letter of support

Documents exempt from public disclosure attached: ☐

Executive summary:
The Port of Port Angeles has requested a letter of support from the Board of Commissioners for their application to the 2024 Port Infrastructure Development Program. This proposed project to increase the Port's operational capacity expansion through new cargo handling equipment will enhance the regional transportation infrastructure that connects our rural region to the wilder world.

Budgetary impact: (Is there a monetary impact? If so, are funds for this already allocated or is a budget change necessary? If this is a contract and a budget change is necessary, the budget change form must be submitted with the item at work session and for the regular agenda) **If a budget action is required, has it been submitted and a copy attached?** ☐
None.

Recommended action: (Does the Board need to act? If so, what is the department's recommendation?)
Request to approve a letter of support.

County Official signature & print name: Loni Gores Loni Gores, Clerk

Name of Employee/Stakeholder attending meeting: Board of Commissioners and Katherine Frazier – Port of Port Angeles

Date submitted: 4-24-24

Board of Clallam County Commissioners

223 East 4th Street, Suite 4
Port Angeles, WA 98362-3015
360.417.2233 Fax: 360.417.2493
Email: commissioners@clallamcountywa.gov

MIKE FRENCH, District 3, Chair
RANDY JOHNSON, District 2
MARK OZIAS, District 1

TODD MIELKE, County Administrator

DRAFT

May 7, 2024

The Honorable Pete Buttigieg
Secretary of the U.S. Department of Transportation
1200 New Jersey Avenue SE
Washington, DC 20590

The Honorable Rear Admiral Ann Phillips
Administrator, Maritime Administration
1200 New Jersey Avenue SE
Washington, DC 20590

Re: Port of Port Angeles application – 2024 Port Infrastructure Development Program (PIDP)

Dear Secretary Buttigieg and Admiral Phillips:

The Clallam County Board of Commissioners is pleased to support the Port of Port Angeles in their application to the 2024 Port Infrastructure Development Program (PIDP). The proposed project to increase the Port's operational capacity expansion through new cargo handling equipment will enhance the regional transportation infrastructure that connects our rural region to the wider world.

Currently, the Port has no way to import products at its Marine Terminals. This causes area businesses to rely heavily on US-101, which can be unreliable due to congestion, weather-related closures, and closure of the Hood Canal Bridge connecting the Peninsula to the I-5 corridor. In addition, trucking creates greenhouse gas emissions that impact community health and contribute to climate change. This project will add inbound cargo handling capacity to the Port's facilities, making it possible for businesses to ship or barge their products in rather than trucking. Inbound capacity will benefit our region by reducing economic reliance on a limited surface transportation network and lowering emissions.

In addition, the Port will increase the efficiency of their current cargo export operations through cleaner, modern equipment. The Port's focus on replacing 40+ year old machines with lower-emissions equipment will create safer conditions for workers and help to reduce transportation-related climate impacts, all while moving more cargo per hour.

Each improvement to the Port's operations will strengthen an essential link between our geographically isolated county and markets on the West Coast and beyond, giving local businesses an important opportunity to participate in the regional, national, and international economies. We believe that the proposed project will increase our region's economic competitiveness and reliability, enhance air quality, and drive industry growth that increases job and wealth creation opportunities for our community. The 2024 PIDP program is a crucial step toward making these efforts a reality.

We are excited to support the Port's Operational Capacity Expansion project and respectfully request your consideration of this application.

Sincerely,

BOARD OF CLALLAM COUNTY COMMISSIONERS

Mike French, Chair	Randy Johnson	Mark Ozias

DRAFT

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AGENDA ITEM SUMMARY

APR 2 9 2024

(Must be submitted NLT 3PM Wednesday for next week agenda) 1d

Department: BOCC

WORK SESSION ☒ **Meeting Date: 4-29-24**

REGULAR AGENDA ☒ **Meeting Date: 4-30-24**

Item Summary:*

☐ Call for Hearing	☐ Contract/Agreement/MOU**	Contract #
☐ Resolution	☐ Proclamation	☐ Budget Item
☐ Draft Ordinance	☐ Final Ordinance	☒ Other – Letter of support

Documents exempt from public disclosure attached: ☐

Executive Summary:
Request the Board of Commissioners to approve a letter of support to the Washington State Recreation and Conservation Office for the North Olympic Land Trust acquisitions 24-1691 and 24-1694 for the Heifer Farm and Cameron Farm Estates.

Budgetary Impact: (Is there a monetary impact? If so, are funds for this already allocated or is a budget change necessary? If this is a contract and a budget change is necessary, the budget change form must be submitted with the item at work session and for the regular agenda) **If a budget Action is required, has it been submitted and a copy attached?** ☐
None.

Recommended Action: (Does the Board need to act? If so, what is the department's recommendation?)
Request the Board of Commissioners to approve a letter of support to the Washington State Recreation and Conservation Office.

County Official signature & print name: Loni Gores Loni Gores

Name of stakeholder attending meeting: Board of Commissioners, Mike Auger – North Olympic Land Trust

Date Submitted: April 15, 2024

Board of Clallam County Commissioners

223 East 4th Street, Suite 4
Port Angeles, WA 98362-3015
360.417.2233 Fax: 360.417.2493
Email: commissioners@clallamcountywa.gov

MARK OZIAS, District 1
RANDY JOHNSON, District 2
MIKE FRENCH, District 3, CHAIR

Todd Mielke, County Administrator

DRAFT

April 30, 2024

Washington State Recreation and Conservation Office
PO Box 40917
Olympia, WA 98504-0917

RE: Grant Funding for RCO projects #24-1691 and 24-1694

Dear Washington State Recreation and Conservation Office:

The Board of Clallam County Commissioners wish to share our support of North Olympic Land Trust acquisitions 24-1691 and 24-1694 to acquire properties Heifer Farm and Cameron Farm Estates, WA, Clallam County.

Conserving the 133-acre Heifer Farm, currently under two separate ownerships, is integral to the operation of one of two remaining dairies in the area, Maple View Farm. Permanent preservation of this property will conserve an iconic and scenic working farm

Conservation of the 39-acre Cameron Estates will ensure its 100% prime farmland soil remains available for agriculture into the future. The property is the heart of a greater agricultural landscape and is adjacent to No Goat Farm, conserved with support of the Conservation Futures Program.

Thank you for considering the property acquisition grant.

Sincerely,

BOARD OF CLALLAM COUNTY COMMISSIONERS

Mark Ozias | Randy Johnson | Mike French, Chair

NORTH OLYMPIC
Land Trust

Farms • Fish • Forests

319 S. Peabody St. Suite 102
P.O. Box 2945 (mailing)
Port Angeles, WA 98362
Phone: (360) 417-1815
NorthOlympicLandTrust.org
info@northolympiclandtrust.org

Board of Directors
Erika Lindholm
President
Wendy Clark-Getzin
Vice President
Jack Williams
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Steve Burkett
Treasurer
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Bobbie Clawson
Julie Knobel
Kim Sager-Fradkin
Anna Swanberg
Richard Tucker
Karen Westwood
Gary Colley, emeritus
John Willits, emeritus/in memoriam

North Olympic Land Trust is accountable:

CHARITY NAVIGATOR
GUIDESTAR Exchange GOLD
ACCREDITED LAND TRUST ACCREDITATION COMMISSION
• Sound Finances
• Ethical Conduct
• Responsible Governance
• Lasting Stewardship

April 15, 2024

Alanna Gores
Clerk of the Board Commissioners Office
Board of County Commissioners
223 E 4th St #4
Port Angeles, WA 98362

Subject: Notice of Purchase of Conservation Easements in Clallam County, RCO Grant Application #24-1691 Acq, Heifer Farm & #24-1694 Acq, Cameron Farm Estates

Honorable Commissioners:

I am writing to inform you that North Olympic Land Trust is submitting two farmland preservation grants to the Washington Wildlife and Recreation Program (WWRP) administered by the Recreation and Conservation Office (RCO) in May of 2024.

Conserving the 133-acre Heifer Farm, currently under two separate ownerships, is integral to the operations of one of two remaining dairies in the area, Maple View Farm. Permanent preservation of this property will conserve an iconic and scenic working farm.

Conservation of the 39-acre Cameron Estates will ensure its 100% prime farmland soil remains available for agriculture into the future. The property is in the heart of a greater agricultural landscape and is adjacent to No Goat Farm, conserved with support from the Conservation Futures Program.

In addition to WWRP, the Land Trust is also seeking support for conservation of these farms from the Clallam County Conservation Futures Program (submitted on March 11, 2024), USDA's Natural Resource Conservation Service's Agricultural Conservation Easement Program, and from the local community. In addition, partial funding is already allocated to these projects by the Jamestown S'Klallam Tribe through its State Floodplains by Design grant.

With this letter, the Land Trust is notifying Clallam County of its intent to seek funding from WWRP as required by State law (RCW 79A.15.110). This law states that the local legislative authority may, at its discretion, submit a letter to the RCO identifying its position with regard to the acquisition project. Any letters received will be made available to the Governor and the State legislature when the prioritized project list is submitted as part of RCO's 2025 Capital budget request.

The law also states that the applicant must "confer" with local officials regarding this acquisition. Please let me know who the appropriate contact(s) is/are so we may open a dialogue as you see fit. I would also be available to give a presentation to the Board of County Commissioners on these projects at your discretion.

Please feel free to contact me to let me know if you have any questions or to request additional information. I can be reached at (360) 417-1815 x7 or michael@northolympiclandtrust.org

Sincerely,

Michael Auger
Conservation Director
(360) 17-1815 x7

For reference:

RCW 79A.15.110

Review of proposed project application. State or local agencies or nonprofit nature conservancies shall review the proposed project application and confer with the county or city with jurisdiction over the project area prior to applying for funds for the acquisition of property under this chapter. The appropriate county or city legislative authority may, at its discretion, submit a letter to the board identifying the authority's position with regard to the acquisition project. The board shall make the letters received under this section available to the governor and the legislature when the prioritized project list is submitted under this chapter.

RCW 79A.15.010

"Confer" means a dialogue between project sponsors and local county and city officials with the purpose of early review of potential projects. The dialogue may include any matter relevant to a particular project, which may include but need not be limited to: Project purpose and scope; project elements; estimated project cost; costs and benefits to the community; plans for project management and maintenance; and public access.

Project Descriptions:

Heifer Farm:

North Olympic Land Trust seeks to acquire two farmland conservation easements on 133.6 acres of farmland composed of fully irrigated USDA Prime farmland (94.8%) and Statewide Important soils (5.2%) in Sequim-Dungeness, Washington.

The Lotzgesell family homesteaded the farm in 1859, and it has remained in perpetual agricultural use since that date. Since 1996, the Smith family has been farming Heifer Farm to support their dairy--one of the two remaining dairies in a county formally known as the "milk basket" of Washington. Farmed for silage, hay, crop seeds, and to raise young heifers, the Smith family relies on Heifer Farm to raise and feed heifers they milk for Darigold.

Heifer Farm features a historic barn, and because of its positioning in the valley tucked under the Olympics, is frequently photographed to represent Sequim, WA. Preservation of this farm has both cultural and historic value.

With willing landowners ready to extinguish 23 development rights, now is the time to protect Heifer Farm, which meets all the needs of a thriving farm.

Cameron Farm Estates:

North Olympic Land Trust seeks to acquire one farmland conservation easement on 38.62 acres of farmland composed of fully irrigated 100% USDA Prime farmland in Sequim-Dungeness, Washington.

Arthur and Fanchon Towne immigrated to the area and acquired 160 acres of land at the intersection of what is now Towne and Woodcock Roads. In 1930, they deeded a portion of their land to Clallam County and Washington State to help create Towne Road. In 1959, Val and Pearl Cameron purchased the remaining western half to grow hay and pees. In 1962, they began leasing the farm to grow silage and hay. In 1976, Val and Pearl transferred the farm to Cameron Farm Estates, which is now owned by their children, Pam and Bill Cameron. Pam and Bill Cameron continue to lease the farm for hay production and row crops.

A conservation easement on Cameron Farm will protect this important farmland, located in the heart of the greater agricultural landscape of the Dungeness Valley. The open fields provide bucolic relief for traffic along Woodcock and Towne Road. The fields are also used by wildlife, including State protected Trumpeter Swans (*Cygnus buccinators)*.

With willing landowners ready to extinguish seven development rights, now is the time to protect Cameron Farm, which meets all the needs of a thriving farm.

24-1694, Cameron Farm Estates Parcel Map

0 0.1 0.2 0.4 Miles

Map Created by Jesse Greer, North Olympic Land Trust 4/15/2024

Legend

- 24-1694, Cameron Farm Estates (Parcels Labeled)
- Parcels (Clallam Co Data 2024)

N

NORTH OLYMPIC Land Trust

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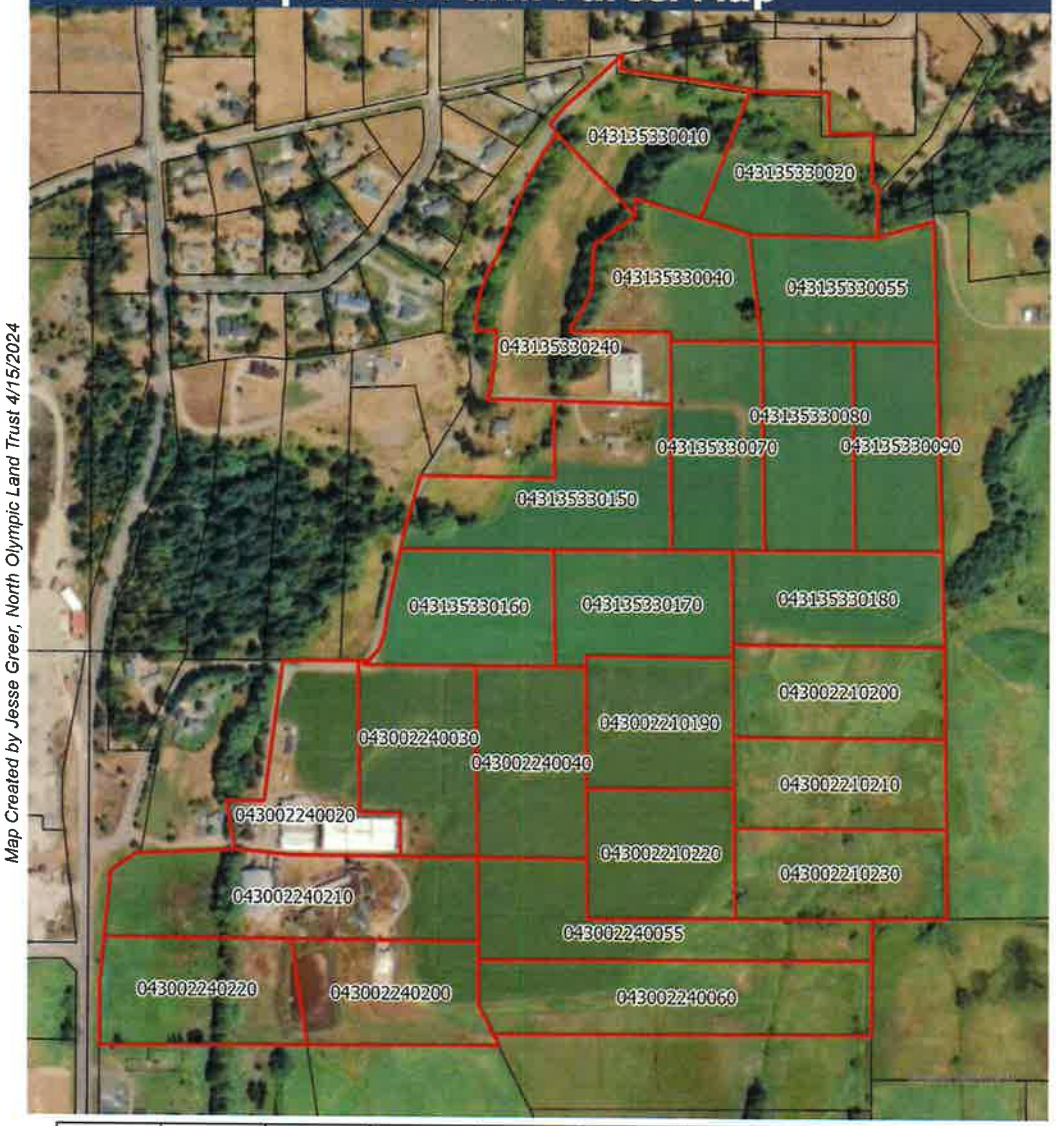
24-1691 Acq Heifer Farm Parcel Map



Map Created by Jesse Greer, North Olympic Land Trust 4/15/2024

0 0.2 0.4 0.8 Miles

Legend

- 24-1691, Heifer Farm (Parcels Labeled)
- Parcels (Clallam Co Data 2024)

N

NORTH OLYMPIC Land Trust

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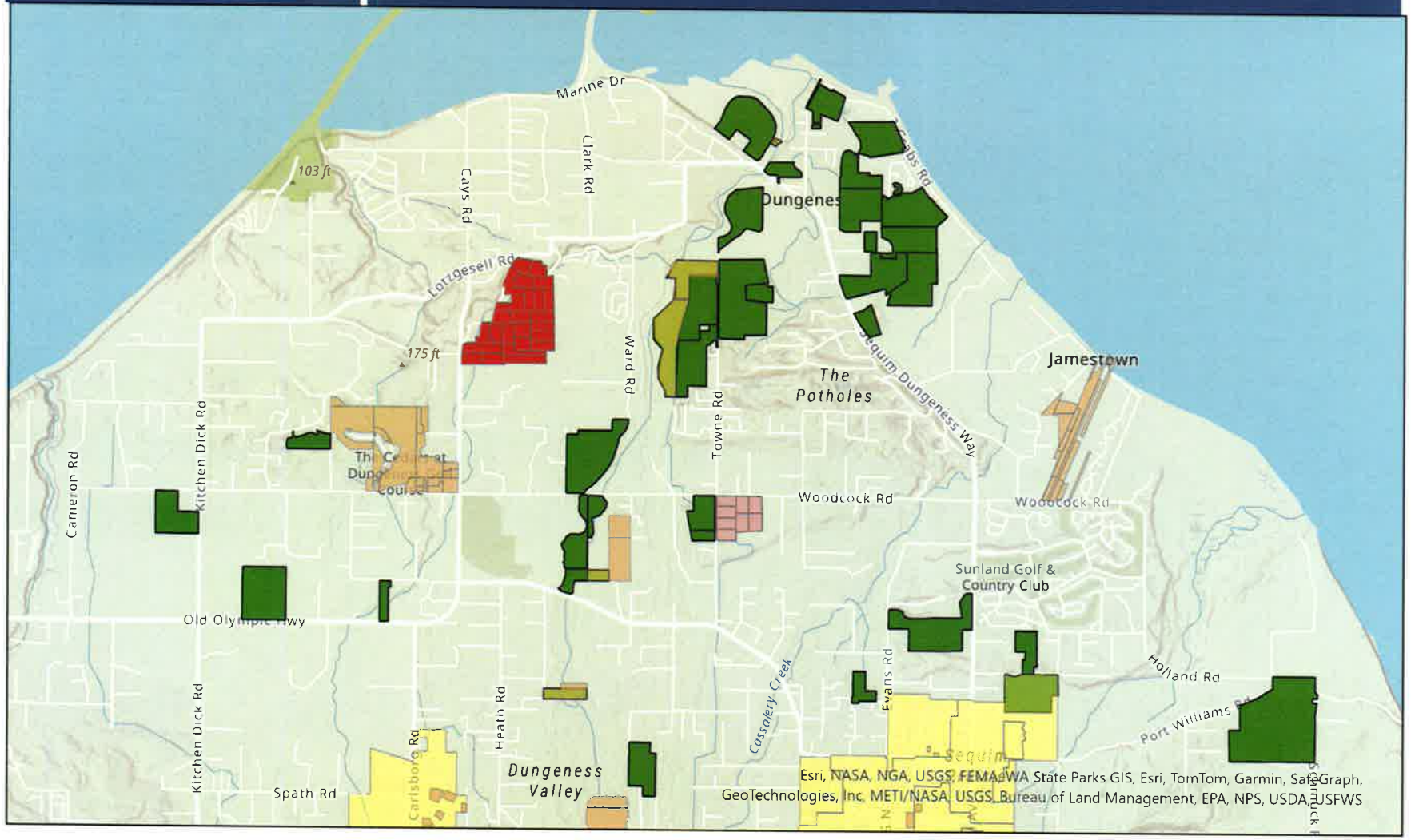
Site Location Map



Map Created by Jesse Greer, North Olympic Land Trust 4/15/2024

Legend

- 24-1691, Heifer Farm
- 24-1694, Cameron Farm Estates
- All Conserved NOLT Land including Assists
- Jamestown S'Klallam Tribe
- Municipalities

0 1.25 2.5 5 Miles

N

NORTH OLYMPIC Land Trust

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AGENDA ITEM SUMMARY

APR 2 9 2024

(Must be submitted NLT 3PM Wednesday for next week agenda)

Department: Health and Human Services

WORK SESSION ☒ **Meeting Date: April 29, 2024**

REGULAR AGENDA ☒ **Meeting Date: April 30, 2024**

Required originals approved and attached? ☒
Will be provided on:

Item summary:

☐ Call for Hearing ☒ Contract/Agreement #11301-24-POE

☐ Resolution ☐ Proclamation ☐ Budget Item

☐ Draft Ordinance ☐ Final Ordinance ☐ Other

Documents exempt from public disclosure attached: ☐

Executive summary:
Health and Human Services Department is requesting approval of a Personal Services Agreement between Clallam County and Pacific Office Equipment. The Commissioners approved a Bid Waiver at their April 16, 2024 meeting, to utilize using partial funds from the Department of Health CDC Covid-19 Workforce Development Grant to purchase furniture for nine workstations, filing cabinets, chairs, and bookcases for the Public Health office.

The Personal Services Agreement will allow Pacific Office Equipment to order custom office furniture and necessary installation. As part of this Agreement, Pacific Office Equipment is requesting an initial deposit of $33,430.66 for the order of the office furniture and the remaining $33,430.67 when office furniture is installed. The total cost of purchase shall not exceed $66,861.33.

Budgetary impact: (Is there a monetary impact? If so, are funds for this already allocated or is a budget change necessary? If this is a contract and a budget change is necessary, the budget change form must be submitted with the item at work session and for the regular agenda) **If a budget action is required, has it been submitted and a copy attached?** ☐

Budget to be approved April 30, 2024.

Recommended action: (Does the Board need to act? If so, what is the department's recommendation?)
Support staff's request.

County Official signature & print name: Kevin LoPiccolo

Name of Employee/Stakeholder attending meeting: Kevin LoPiccolo

Relevant Departments: Health and Human Services

Date submitted: April 24, 2024

PERSONAL SERVICES AGREEMENT

THIS AGREEMENT is entered into between CLALLAM COUNTY, a political subdivision of the State of Washington, (hereinafter called "County" or "Clallam County") and

Name: Pacific Office Equipment
Address: 314 E. 8th Street
Port Angeles, WA 98362
Phone №: (360) 417-3600

(hereinafter called "Contractor").

This Agreement is comprised of:

☒ Attachment A - Scope of Work

☒ Attachment B – Compensation

☒ Attachment C - General Conditions

☒ Attachment D - Special Terms and Conditions

☐ Attachment E (specify) –

copies of which are attached hereto and incorporated herein by this reference as if fully set forth.

The term of this Agreement shall commence on the 20th day of May 2024 and shall, unless terminated as provided elsewhere in the Agreement, terminate on the 31st day of May 2024.

IN WITNESS WHEREOF, the parties have executed this Agreement on this 30th day of April 2024.

CONTRACTOR

Print name: Nick Wright
Title: Sales Manager
Date: April 23, 2024

ATTEST:

Loni Gores, MMC, Clerk of the Board

BOARD OF CLALLAM COUNTY COMMISSIONERS

Mike French, Chair

THIS CONTRACT HAS BEEN APPROVED AS TO FORM BY THE CLALLAM COUNTY PROSECUTING ATTORNEY

Originals: BOCC
Vendor
Initiating Department
Copies: 5

SCOPE OF WORK

Pacific Office Equipment (POE) will be ordering custom office furniture for nine workstations, filing cabinets, chairs for the lobby, and desk panels for the Public Health Division. POE is requesting an initial deposit of $33,430.66 for order and the remaining $33,430.67 when furniture is installed.

COMPENSATION

1. ☒a. FIXED FEE FOR SERVICE: For services rendered, the County shall pay to the Contractor a fixed fee of **SIXTY SIX THOUSAND EIGHT HUNDRED SIXTY ONE DOLLARS AND THIRTY THREE CENTS** ($66,831.33) for the completed work set forth in Attachment A. Payments for completed tasks shall be made no more frequently than ☐ monthly; ☐ quarterly; ☐semi-annually; ☐annually; ☐ at completion of project; ☒ other (specify) **Down payment in amount of $33,430.66 required to order office furniture and office desk panels. The remaining dollars will be paid upon installation.**

Each request for payment shall be supported by an invoice specifying the tasks completed up to the request for payment and the payment amount requested. In no event shall payment be sought in an amount which represents a percentage of the fee greater than the percentage of completed tasks.

OR

☐ **b. HOURLY RATES:** For services rendered, the County shall compensate the Contractor at the following hourly rates:

Name/Position ***Hourly Rate***

Payments for completed tasks shall be made no more frequently than ☐ monthly; ☐quarterly; ☐semi-annually;
☐ annually; ☐at completion of project; ☐ other (specify) .

Each request for payment shall be supported by an invoice specifying: the name/position of the Contractor's employee if two or more are identified above; number of hours worked; completed tasks for which compensation is sought; estimated percentage of task completion; payment amount requested; other (specify) .

In no event shall Contractor be compensated in excess of SIXTY-SIX THOUSAND EIGHT HUNDRED SIXTY ONE DOLLARS AND THIRTY THREE CENTS ($66,861.33) for the completed work set forth in Attachment "A."

2. AND

☒**a.** The compensation set forth herein includes, without limitation: labor, materials, equipment, travel, telephone, computer, copiers, and the like.

OR

☐ **b.** The County shall reimburse the Contractor for actual expenses incurred for travel, telephone, copiers, and computer. Reimbursement for airfare, mileage, meals and/or accommodations shall be at the same rate as that applicable to county employees traveling on county business.

OR

☐ **c.** Other (specify):

GENERAL CONDITIONS

1. Scope of Contractor's Services. The Contractor agrees to provide to the County services and any materials set forth in the project narrative identified as Attachment A during the agreement period. No material, labor, or facilities will be furnished by the County, unless otherwise provided for in the Agreement.

2. Accounting and Payment for Contractor Services. Payment to the Contractor for services rendered under this Agreement shall be as set forth in Attachment B. Unless specifically stated in Attachment B, the County will not reimburse the Contractor for any costs or expenses incurred by the Contractor in the performance of this contract.

   The County shall compensate the Contractor through the County voucher system for the Contractor's service pursuant to the fee schedule set forth in Attachment B.

3. Delegation and Subcontracting. Contractor's services are deemed personal and no portion of this contract may be delegated or subcontracted to any other individual, firm or entity without the express and prior written approval of the County Project Manager.

4. Independent Contractor. The Contractor's services shall be furnished by the Contractor as an independent contractor and nothing herein contained shall be construed to create a relationship of employer/employee or master/servant.

   The Contractor acknowledges that the entire compensation for this Agreement is specified in Attachment B and the Contractor is not entitled to any county benefits including, but not limited to: vacation pay, holiday pay, sick leave pay, medical, dental or other insurance benefits, or any other rights or privileges afforded to Clallam County employees. The Contractor represents that it maintains a separate place of business, serves clients other than the County, will report all income and expense accrued under this contract with the Internal Revenue Service on a business tax schedule, and has a tax account with the State of Washington Department of Revenue for payment of all sales and use and Business and Occupation taxes collected by the State of Washington.

   In the event that either the state or federal government determines that an employer/employee or master/servant relationship exists rather than an independent contractor relationship such that Clallam County is deemed responsible for federal withholding, social security contributions, workers compensation and the like, the Contractor agrees to reimburse Clallam County for any payments made or required to be made by Clallam County. Should any payments be due to the Contractor pursuant to this Agreement, the Contractor agrees that reimbursement may be made by deducting from such future payments a pro rata share of the amount to be reimbursed.

   Notwithstanding any determination by the state or federal government that an employer/employee or master/servant relationship exists, the Contractor, its officers, employees and agents, shall not be entitled to any benefits that Clallam County provides to its employees.

5. No Guarantee of Employment. The performance of all or part of this contract by the Contractor shall not operate to vest any employment rights whatsoever and shall not be deemed to guarantee any employment of the Contractor or any employee of the Contractor or any subcontractor or any employee of any subcontractor by the County at the present time or in the future.

6. Regulations and Requirements. This Agreement shall be subject to all federal, state, and local laws, rules, and regulations.

7. Right to Review. This contract is subject to review by any federal or state auditor. The County shall have the right to review and monitor the financial and service components of this program by whatever means are deemed expedient by the County Project Manager. Such review may occur with or without notice, and may include, but is not limited to, on-site inspection by County agents or employees, inspection of all records or other materials that the County deems pertinent to the

Agreement and its performance, and any and all communications with or evaluations by service recipients under this Agreement. The Contractor shall preserve and maintain all financial records and records relating to the performance of work under this Agreement for three (3) years after contract termination, and shall make them available for such review, within Clallam County, State of Washington, upon request, during reasonable business hours.

8. Modifications. Either party may request changes in the Agreement. Any and all agreed modifications shall be in writing, signed by each of the parties.

9. Termination for Default. If the Contractor defaults by failing to perform any of the obligations of the contract or becomes insolvent or is declared bankrupt or makes an assignment for the benefit of creditors, the County may, by depositing written notice to the Contractor in the U.S. Mail, postage prepaid, terminate the contract, and at the County's option, obtain performance of the work elsewhere. If the contract is terminated for default, the Contractor shall not be entitled to receive any further payments under the contract. Any extra cost or damage to the County resulting from such default(s) shall be deducted from any money due or coming due to the Contractor. The Contractor agrees to bear any extra expenses incurred by the County in completing the work, including all increased costs for completing the work, and all damage sustained, or which may be sustained by the County by reason of such default.

If a notice of termination for default has been issued and it is later determined for any reason that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to the Termination for Public Convenience paragraph hereof.

10. Termination for Public Convenience. The County may terminate the contract in whole or in part whenever the County determines, in its sole discretion that such termination is in the interests of the County. Whenever the contract is terminated in accordance with this paragraph, the Contractor shall be entitled to payment for actual work performed for completed items of work. An equitable adjustment in the contract price for partially completed items of work will be made, but such adjustment shall not include provision for loss of anticipated profit on deleted or uncompleted work. Termination of this contract by the County at any time during the term, whether for default or convenience, shall not constitute a breach of contract by the County.

11. Termination Due to Insufficient Funds. If sufficient funds for payment under this contract are not appropriated or allocated or are withdrawn, reduced, or otherwise limited, the County may terminate this contract upon five (5) days written notice to the Contractor. No penalty or expense shall accrue to the County in the event this provision applies.

12. Termination Procedure. The following provisions apply in the event that this Agreement is terminated:

(a) The Contractor shall cease to perform any services required hereunder as of the effective date of termination and shall comply with all reasonable instructions contained in the notice of termination, if any.

(b) The Contractor shall provide the County with an accounting of authorized services provided through the effective date of termination.

(c) If the Agreement has been terminated for default, the County may withhold a sum from the final payment to the Contractor that the County determines necessary to protect itself against loss or liability.

13. Defense and Indemnity Agreement.

(a) The Contractor agrees to hold harmless, indemnify and defend the County, its officers, officials, employees and agents, from and against any and all claims, actions, suits, liability,

loss, expenses, damages and judgments of any nature whatsoever, including reasonable costs and attorneys' fees in defense thereof, for injury, sickness, disability or death to persons or damage to property (including loss of use thereof) or business (including economic loss), caused by or arising out of the Contractor's acts, errors or omissions in the performance of the Contract. Provided, however, that the Contractor's obligation under this provision will not extend to injury, sickness, disability, death or damage caused by or arising out of the sole negligence of the County, its officers, officials, employees or agents.

(b) With regard to any claim against the County, its officers, officials, employees and agents by any employee of the Contractor, subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation under this Section will not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or subcontractor under workers' compensation acts, disability benefit acts or other employee benefit acts. It is clearly agreed and understood by the parties to the Contract that the Contractor expressly waives any immunity the Contractor might have had under such laws. By executing the Contract, the Contractor acknowledges that the foregoing waiver has been mutually negotiated by the parties as is required by RCW 4.24.115, and that the provisions of this Section will be incorporated, as relevant, into any contract the Contractor makes with any subcontractor or agent performing work under the Contract.

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

14. Industrial Insurance Waiver. With respect to the performance of this Agreement and as to claims against the County, its appointed and elected officers, agents and employees, the Contractor expressly waives its immunity under Title 51 of the Revised Code of Washington, the Industrial Insurance Act, as now or hereafter amended, for injuries to its employees and agrees that the obligations to indemnify, defend and hold harmless provided in this Agreement extend to any claim brought by or on behalf of any employee of the Contractor. Along with the other provisions of this Agreement, this waiver is mutually negotiated by the parties to this Agreement.

15. Venue and Choice of Law. In the event that any litigation should arise concerning the construction or interpretation of any of the terms of this Agreement, the venue of such action shall be in the courts of the State of Washington in and for the County of Clallam. This Agreement shall be governed by the law of the State of Washington.

16. Withholding Payment. In the event the County Project Manager determines that the Contractor has failed to perform any obligation under this Agreement within the times set forth in this Agreement, then the County may withhold from amounts otherwise due and payable to Contractor the amount determined by the County as necessary to cure the default, until the County Project Manager determines that such failure to perform has been cured. Withholding under this clause shall not be deemed a breach entitling Contractor to termination or damages, provided that the County promptly gives notice in writing to the Contractor of the nature of the default or failure to perform, and in no case more than ten (10) days after it determines to withhold amounts otherwise due. A determination of the County Project Manager set forth in a notice to the Contractor of the action required and/or the amount required to cure any alleged failure to perform shall be deemed conclusive, except to the extent that the Contractor acts within the times and in strict accord with the provision of the Disputes clause of this Agreement. The County may act in accordance with any determination of the County Project Manager which has become conclusive under this clause, without prejudice to any other remedy under the Agreement, to take all or any of the following actions: (1) cure any failure or default, (2) to pay any amount so required to be paid and to charge the same to the account of the Contractor, (3) to set off any amount paid or incurred from amounts due or to become due the Contractor. In the event the Contractor obtains relief upon a claim under the Disputes clause, no penalty or damages shall accrue to the Contractor by reason of good faith withholding by the County under this clause.

17. Rights and Remedies. The duties and obligations imposed by this Agreement and the rights and remedies available hereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law.

18. Contractor Commitments, Warranties and Representations. Any written commitment received from the Contractor concerning this Agreement shall be binding upon the Contractor, unless otherwise specifically provided herein with reference to this paragraph. Failure of the Contractor to fulfill such a commitment shall render the Contractor liable for damages to the County. A commitment includes, but is not limited to any representation made prior to execution of this Agreement, whether or not incorporated elsewhere herein by reference, as to performance of services or equipment, prices or options for future acquisition to remain in effect for a fixed period, or warranties.

19. Patent/Copyright Infringement. Contractor will defend, indemnify and save harmless County, its appointed and elected officers, agents and employees from and against all loss or expense, including but not limited to claims, demands, actions, judgments, settlements, attorneys' fees and costs by reason of any and all claims and demands upon the County, its elected or appointed officials or employees for damages because of the Contractor's alleged infringement on any patent or copyright. The Contractor will pay those costs and damages attributable to any such claims that are finally awarded against the County, its appointed and elected officers, agents and employees in any action. Such defense and payments are conditioned upon the following:

(a) That Contractor shall be notified promptly in writing by County of any notice of such claim.

(b) Contractor shall have the right, hereunder, at its option and expense, to obtain for the County the right to continue using the information, in the event such claim of infringement, is made, provided no reduction in performance or loss results to the County.

20. Disputes:

(a) General. Differences between the Contractor and the County, arising under and by virtue of the contract documents shall be brought to the attention of the County at the earliest possible time in order that such matters may be settled or other appropriate action promptly taken. The records, orders, rulings, instructions, and decision of the County Project Manager shall be final and conclusive 30 days from the date of mailing unless the Contractor mails or otherwise furnishes to the County Administrator a written notice of appeal. The notice of appeal shall include facts, law, and argument as to why the conclusions of the County Project Manager are in error.

In connection with any appeal under this clause, the Contractor and County shall have the opportunity to submit written materials and argument and to offer documentary evidence in support of the appeal. Oral argument and live testimony will not be permitted. The decision of the County Administrator for the determination of such appeals shall be final and conclusive. Reviews of the appellate determination shall be brought in the Superior Court of Clallam County within 15 days of mailing of the written appellate determination. Pending final decision of the dispute, the Contractor shall proceed diligently with the performance of this Agreement and in accordance with the decision rendered.

(b) Notice of Potential Claims. The Contractor shall not be entitled to additional compensation or to extension of time for (1) any act or failure to act by the County Project Manager or the County, or (2) the happening of any event or occurrence, unless the Contractor has given the County a written Notice of Potential Claim within 10 days of the commencement of the act, failure, or event giving rise to the claim, and before final payment by the County. The written Notice of Potential Claim shall set forth the reasons for which the Contractor believes additional compensation or extension of time is due, the nature of the cost involved, and insofar as possible, the amount of the potential claim. Contractor shall

keep full and complete daily records of the work performed, labor and material used, and all costs and additional time claimed to be additional.

(c) Detailed Claim. The Contractor shall not be entitled to claim any such additional compensation, or extension of time, unless within 30 days of the accomplishment of the portion of the work from which the claim arose, and before final payment by the County, the Contractor has given the County a detailed written statement of each element of cost or other compensation requested and of all elements of additional time required, and copies of any supporting documents evidencing the amount or the extension of time claimed to be due.

21. Ownership of Items Produced. All writings, programs, data, art work, music, maps, charts, tables, illustrations, records or other written, graphic, analog or digital materials prepared by the Contractor and/or its consultants or subcontractors, in connection with the performance of this Agreement shall be the sole and absolute property of the County and constitute "work made for hire" as that phrase is used in federal and/or state intellectual property laws and Contractor and/or its agents shall have no ownership or use rights in the work.

22. Recovery of Payments to Contractor. The right of the Contractor to retain monies paid to it is contingent upon satisfactory performance of this Agreement, including the satisfactory completion of the project described in the Scope of Work (Attachment A). In the event that the Contractor fails, for any reason, to perform obligations required of it by this Agreement, the Contractor may, at the County Project Manager's sole discretion, be required to repay to the County all monies disbursed to the Contractor for those parts of the project that are rendered worthless in the opinion of the County Project Manager by such failure to perform.

Interest shall accrue at the rate of 12 percent (12%) per annum from the time the County Project Manager demands repayment of funds.

23. Project Approval. The extent and character of all work and services to be performed under this Agreement by the Contractor shall be subject to the review and approval of the County Project Manager. For purposes of this Agreement, the County Project Manager is:

Name: Kevin LoPiccolo

Title: Health and Human Services Director

Address: 111 E 3rd Street, Port Angeles, WA 98362

Telephone: (360) 417-2523

E-mail: kevin.lopiccolo@clallamcountywa.gov

Fax:

In the event there is a dispute with regard to the extent and character of the work to be done, the determination of the County Project Manager as to the extent and character of the work to be done shall govern subject to the Contractor's right to appeal that decision as provided herein.

24. Non-Discrimination. The Contractor shall not discriminate against any person on the basis of race, creed, political ideology, color, national origin, sex, marital status, sexual orientation, age, or the presence of any sensory, mental or physical handicap.

25. Subcontractors. In the event that the Contractor employs the use of any subcontractors, the contract between the Contractor and the subcontractor shall provide that the subcontractor is bound by the terms of this Agreement between the County and the Contractor. The Contractor shall insure that in all subcontracts entered into, Clallam County is named as an express third-party beneficiary of such contracts with full rights as such.

26. No Third Party Beneficiaries. This agreement is intended for the benefit of only the County and Contractor. This agreement does not confer any benefits, rights, or privileges upon any third party.

27. Standard of Care. The Contractor shall perform its duties hereunder in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession as the Contractor currently practicing under similar circumstances. The Contractor shall, without additional compensation, correct those services not meeting such a standard.

28. Time is of the Essence. Time is of the essence in the performance of this contract unless a more specific time period is set forth in either the Special Terms and Conditions or Scope of Work.

29. Notice. Except as set forth elsewhere in the Agreement, for all purposes under this Agreement, except service of process, any notices shall be given by the Contractor to the County Project Manager. Notice to the Contractor for all purposes under this Agreement shall be given to the person executing the Agreement on behalf of the Contractor at the address identified on the signature page.

30. Severability. If any term or condition of this contract or the application thereof to any person(s) or circumstances is held invalid, such invalidity shall not affect other terms, conditions, or applications which can be given effect without the invalid term, condition or application. To this end, the terms and conditions of this contract are declared severable.

31. Precedence. In the event of inconsistency in this Agreement, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence in the following order:

    (a) Applicable federal, state, and local statutes, ordinances, and regulations;

    (b) Scope of Work (Attachment A) and Compensation (Attachment B);

    (c) Special Terms and Conditions (Attachment D); and

    (d) General Conditions (Attachment C).

32. Waiver. Waiver of any breach or condition of this contract shall not be deemed a waiver of any prior or subsequent breach. No term or condition of this contract shall be held to be waived, modified, or deleted except by an instrument, in writing, signed by the parties hereto.

33. Attorney Fees. In the event that litigation must be brought to enforce the terms of this agreement, the prevailing party shall be entitled to be paid reasonable attorney fees.

34. Construction. This agreement has been mutually reviewed and negotiated by the parties and should be given a fair and reasonable interpretation and should not be construed less favorably against either party.

35. Survival. Without being exclusive, Paragraphs 4, 7, 13-19, 21-22 and 31-35 of these General Conditions shall survive any termination, expiration, or determination of invalidity of this Agreement in whole or in part. Any other Paragraphs of this Agreement which, by their sense and context, are intended to survive shall also survive.

36. Entire Agreement. This written contract represents the entire Agreement between the parties and supersedes any prior statements, discussions or understandings between the parties except as provided herein.

SPECIAL TERMS AND CONDITIONS

☐ 1. Reporting. The Contractor shall submit written progress reports to the County Project Manager as set forth below:

- ☐ With each request for payment.
- ☐ Monthly.
- ☐ Quarterly.
- ☐ Semi-annually.
- ☐ Annually.
- ☒ Project completion.
- ☐ Other (specify):

Progress reports shall include, at a minimum, the following:

Reports shall include any problems, delays or adverse conditions which will materially affect the Contractor's ability to meet project objectives or time schedules together with a statement of action taken or proposed to resolve the situation. Reports shall also include recommendations for changes to the Scope of Work, if any. Payments may be withheld if reports are not submitted.

☒ 2. Insurance. The Contractor shall maintain in full force and effect during the term of this Agreement, and until final acceptance of the work, public liability and property damage insurance with companies or through sources approved by the state insurance commissioner pursuant to RCW Title 48, as now or hereafter amended. The County, its appointed and elected officials, agents and employees, shall be specifically named as additional insureds in a policy with the same company which insures the Contractor or by endorsement to an existing policy or with a separate carrier approved pursuant to RCW Title 48, as now or hereafter amended, and the following coverages shall be provided:

☒ COMMERCIAL GENERAL LIABILITY:

Bodily injury, including death	$1,000,000	per occurrence
	$	aggregate
Property damage	$1,000,000	per occurrence
	$	aggregate

☐ ERRORS AND OMISSIONS or PROFESSIONAL LIABILITY with an Extended Reporting Period Endorsement (two year tail) $ per occurrence

☐ WORKERS COMPENSATION: Statutory amount

☐	AUTOMOBILE: coverage on owned, non-owned, rented and hired vehicles		
	Bodily injury, liability, including death	$100,000	per occurrence
		$	aggregate
	Property damage liability	$	per occurrence
		$	aggregate
☒	BUSINESS AUTOMOBILE LIABILITY:	$1,000,000	per occurrence

If the Errors and Omissions or Professional Liability insurance obtained is an occurrence policy as opposed to a claims-made policy, the Extended Reporting Period Endorsement is not required.

Any such policy of insurance the Contractor is required to obtain and maintain pursuant to this Agreement shall be primary over any third party liability coverage provided to Clallam County by and through its membership in the Washington Counties Risk Pool or WCRP. The third party liability coverage provided by the WCRP to Clallam County shall be non-contributory with respect to any policy of insurance the Contractor is required to obtain and maintain pursuant to this Agreement. The County shall have no obligation to report occurrences unless a claim or lawsuit is filed with it and the County has no obligation to pay any insurance premiums.

Evidence of primary insurance coverage shall be submitted to the County Project Manager within 20 days of the execution of the Agreement. The Agreement shall be void ab initio if the proof of coverage is not timely supplied.

If the proof of insurance or certificate of coverage indicating the County is an "additional insured" to a policy obtained by the Consultant in order to comply with this agreement refers to an endorsement (by number, abbreviation or name) but does not provide the full text of that endorsement, then it shall be the obligation of the Consultant to obtain the full text of that endorsement and forward that full text to the County within 30 days of the execution of this Agreement.

The coverage limits identified herein shall not limit the potential liability of the Contractor and the Contractor's duty to defend, indemnify, and hold harmless shall apply to any liability beyond the scope of insurance coverage.

☐ 3. Liquidated Damages. For delays in timely completion of the work to be done or missed milestones of the work in progress, the Contractor shall be assessed Dollars ($) per day as liquidated damages and not as a penalty because the County finds it impractical to calculate the actual cost of delays. Liquidated damages will not be assessed for any days for which an extension of time has been granted. No deduction or payment of liquidated damages will, in any degree, release the Contractor from further obligations and liabilities to complete the entire project.

☐ 4. Other (specify):.

Pacific Office Equipment, Inc.
314 E Eighth St Port Angeles, WA 98362
(800) 962-8714 www.poeinc.com (360) 417-3600

INVOICE

Invoice No: 1139245
Date: 4/1/2024
Account No: CLA045

Bill To: CLALLAM CO. HEALTH & HUMAN SERVICES
111 E. 3RD STREET
PORT ANGELES, WA 98362-3000

Ship To: CLALLAM CO. HEALTH & HUMAN SERVICES
111 E. 3RD STREET
PORT ANGELES, WA 98362-3000

Sales Order No	P. O. Number	Ship Method	Payment Terms	Payment Due
69741	MADISON	DEL	NET 30	5/1/2024

Remarks	Sales Person
ALL PRICING INCLUDES PLANNING, SETUP, DELIVERY, INSTALLATION. 50% DOWN PAYMENT REQUIRED AT TIME OF ORDER	NICK WRIGHT

Item No	Description	Serial No	Order	Ship	BkO	UM	Price	Disc	Amount
FURNITURE	COPIER SPACE: ASPEN TWO DOUBLE DOOR 30"H STORAGE CABINETS W/ SINGLE TOP AND TWO 60X85 WALL MOUNTED SOUND-RESISTANT PANELS, ONE ON EACH SIDE		1.0	1.0	0.0	EACH	$3,682.40		$3,682.40
FURNITURE	COPIER STAND: CASSETTE FEED UNIT AS1 (REPLACES CURRENT AJ1 CASSETTE MODULE)		1.0	1.0	0.0	EACH	$500.00		$500.00
FURNITURE	SOUTH WALL DESK: ASPEN 72X30 COMMERCIAL ELECTRIC SIT/STAND DESK W/ ANTI-FATIGUE MAT, CABLE TRAY, FRONT-MOUNT MAGNETIC 30"H ACOUSTIC "SPRUCE" PANEL. ERGONOMIC OFFICE CHAIR		1.0	1.0	0.0	EACH	$2,657.80		$2,657.80
FURNITURE	FRONT DESK SE CORNER: ASPEN 72X30 L-SHAPE COMMERCIAL ELECTRIC SIT/STAND DESK W/ 48X24 RIGHT HAND RETURN, ANTI-FATIGUE MAT, CABLE TRAY. 2 X BLACK MOBILE BOX/FILE. 72" STACK-ON HUTCH W/ WOOD DOORS, TACK AND LIGHT. ERGONOMIC OFFICE CHAIR		1.0	1.0	0.0	EACH	$4,242.40		$4,242.40
FURNITURE	FRONT DESK NW CORNER: ASPEN 72X30 L-SHAPE COMMERCIAL ELECTRIC SIT/STAND DESK W/ 72X24 LEFT HAND RETURN, ANTI-FATIGUE MAT, CABLE TRAY. 2 X BLACK MOBILE BOX/FILE. 72" STACK-ON HUTCH W/ WOOD DOORS, TACK AND LIGHT. ERGONOMIC OFFICE CHAIR		1.0	1.0	0.0	EACH	$4,544.00		$4,544.00
FURNITURE	HEALTH OFFICER: ASPEN 72X30 COMMERCIAL ELECTRIC SIT/STAND DESK W/ ANTI-FATIGUE MAT, CABLE TRAY. 30"H STORAGE CABINET W/ STACK ON HUTCH. 30" ROUND CONF TABLE W/ 4 NESTING CHAIRS		1.0	1.0	0.0	EACH	$3,841.60		$3,841.60
FURNITURE	FILE ROOM: 7 X CHARCOAL 4 DRAWER LETTER VERTICAL FILES & 2 X CHARCOAL 4 DRAWER LATERAL FILES (KEYED ALIKE), 66"H X 36"W TWO DOOR STORAGE CABINET, 2 X 72" FLOATING HUTCHES W/ WOOD DOORS, 42X24 TABLE, 2 X SUPPLY STORAGE BINS		1.0	1.0	0.0	EACH	$8,328.60		$8,328.60

Pacific Office Equipment, Inc.
314 E Eighth St Port Angeles, WA 98362
(800) 962-8714 www.poeinc.com (360) 417-3600

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Remarks	Sales Person
ALL PRICING INCLUDES PLANNING, SETUP, DELIVERY, INSTALLATION. 50% DOWN PAYMENT REQUIRED AT TIME OF ORDER	NICK WRIGHT

Item No	Description	Serial No	Order	Ship	BkO	UM	Price	Disc	Amount
FURNITURE	WIC OFFICE: ASPEN 66"H X 36"W TWO DOOR STORAGE CABINET. 28"X24" CUSTOMIZED MODIFIED SHELL ACTING AS TABLE W/ SHELF ADDED		1.0	1.0	0.0	EACH	$1,452.00		$1,452.00
FURNITURE	INTERVIEW OFFICE: ASPEN 2 DRAWER LATERAL W/ 2-SHELF STACK ON BOOKCASE, 72" FLOATING HUTCH W/ WOOD DOORS, 30" ROUND TABLE W/ BLACK METAL BASE		1.0	1.0	0.0	EACH	$2,142.00		$2,142.00
FURNITURE	MADISON OFFICE: USED HONEY 36" ROUND TABLE W/ NEW BLACK BASE, USED 30"H X 32"W BOOKCASE		1.0	1.0	0.0	EACH	$592.00		$592.00
FURNITURE	OPTIONAL QUIET ROOM PANEL SYSTEM: LOCATED IN MAIN SPACE ON THE NW CORNER. 85"H SOUND RESISTANT PANELS, OVERALL DIMENSIONS 108" X 96". INCLUDES SLIDING FROSTED GLASS DOOR		1.0	1.0	0.0	EACH	$6,249.00		$6,249.00
FURNITURE	RECEPTION COUNTER SNEEZE GUARDS: 24"H X 8FT WIDE ACRYLIC CLEAR PANELS W/ METAL FRAME AND 4" PASSTHROUGH		2.0	2.0	0.0	EACH	$797.60		$1,595.20
FURNITURE	NORTH WALL DESKS: ASPEN 72X30 COMMERCIAL ELECTRIC SIT/STAND DESKS W/ ANTI-FATIGUE MAT, CABLE TRAY, FRONT-MOUNT MAGNETIC 30"H ACOUSTIC "SPRUCE" PANEL. ERGONOMIC OFFICE CHAIR		2.0	2.0	0.0	EACH	$2,657.50		$5,315.00
FURNITURE	ACOUSTIC CEILING PANELS: 24X24 (STYLE TBD. 4 SETS, 8 PANELS/SET), INC ADHESIVE MOUNTING KIT		2.0	2.0	0.0	EACH	$2,499.00		$4,998.00
FURNITURE	BACK SPACE: ASPEN 72X30 COMMERCIAL ELECTRIC SIT/STAND DESKS W/ ANTI-FATIGUE MAT, CABLE TRAY & 24"H X 30"W ACOUSTIC FABRIC "SPRUCE" PANEL. ERGONOMIC OFFICE CHAIRS. BLACK MOBILE BOX/FILE		3.0	3.0	0.0	EACH	$2,419.00		$7,257.00
FURNITURE	NESTING CHAIRS FOR BACK CONFERENCE ROOM & BREAKROOM. BLACK FABRIC SEAT W/ BLACK MESH BACK, CASTERS W/O ARMS		20.0	20.0	0.0	EACH	$200.00		$4,000.00

Pacific Office Equipment, Inc.
314 E Eighth St Port Angeles, WA 98362
(800) 962-8714 www.poeinc.com (360) 417-3600

INVOICE

Invoice No: 1139245
Date: 4/1/2024
Account No: CLA045

Bill To: CLALLAM CO. HEALTH & HUMAN SERVICES
111 E. 3RD STREET
PORT ANGELES, WA 98362-3000

Ship To: CLALLAM CO. HEALTH & HUMAN SERVICES
111 E. 3RD STREET
PORT ANGELES, WA 98362-3000

Sales Order No	P. O. Number	Ship Method	Payment Terms	Payment Due
69741	MADISON	DEL	NET 30	5/1/2024

Remarks	Sales Person
ALL PRICING INCLUDES PLANNING, SETUP, DELIVERY, INSTALLATION. 50% DOWN PAYMENT REQUIRED AT TIME OF ORDER	NICK WRIGHT

☐ Pre-Paid
☐ Picked Up
☐ Cash
☐ Check
☐ Credit Card
No:

Delivery Intials

Customer Signature

Date

PRINT CUSTOMER NAME

Subtotal	$61,397.00
Discount	$0.00
Freight	$0.00
Sales Tax	$5,464.33
Invoice Total	$66,861.33
Balance Due	$66,861.33

APR 2 9 2024

AGENDA ITEM SUMMARY

(Must be submitted NLT 3PM Wednesday for next week agenda)

Department: WSU Extension

WORK SESSION **X Meeting Date: 4.29.24**

REGULAR AGENDA X Meeting Date: 5.7.24

Required originals approved and attached? Y
Will be provided on:

Item summary:

☐ Call for Hearing

X Contract/Agreement/MOU - Contract # 100931.23.002

☐ Resolution ☐ Proclamation ☐ Budget Item

☐ Draft Ordinance ☐ Final Ordinance ☐ Other

Documents exempt from public disclosure attached: ☐

Executive summary:
This MOA is the annual formalization of the long-standing relationships between WSU Extension and Clallam County. The Appendix of the annual MOA between WSU and Clallam County is being updated to reflect new approved budget amounts for 2024. The contract itself remains the same.

Budgetary impact: (Is there a monetary impact? If so, are funds for this already allocated or is a budget change necessary? If this is a contract and a budget change is necessary, the budget change form must be submitted with the item at work session and for the regular agenda) **If a budget action is required, has it been submitted and a copy attached?** ☐
These expenditures have been approved in the 2024 budget.

Recommended action: (Does the Board need to act? If so, what is the department's recommendation?)
Consider for approval.

County Official signature & print name: Clea Rome

Name of Employee/Stakeholder attending meeting: Clea Rome
Relevant Departments: WSU Extension

Date submitted: 4-29-24

INTERAGENCY AGREEMENT
Between
WASHINGTON STATE UNIVERSITY EXTENSION
And
Clallam County

APPENDIX A

The following funds will be provided under this Memorandum of Agreement for the period January 1, 2024, through December 31, 2024 to support extension programming.

Federal Funds $_____ Non-Federal Funds $ 210,732

TOTAL FUNDS $ 210,732

It is understood that non-Federal funds provided by the County in support of this agreement may be identified by WSU as match for Federal capacity program (Hatch Act, Smith-Lever Act, etc.) funds received by WSU to support Extension activities.

County Extension Director/Department Head Services	$26,998
4-H Program	$40,600
Master Gardener Program	$45,134
Community Health Program	$43,000
Animal Agriculture Program	$55,000

Dr. Vicki McCracken Date
Associate Dean and Director
WSU Extension

Chair of the Board of
County Commissioners Date

Matt Michener Date
Associate Director
Office of Research Support and Operations

[illegible] 002

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MAR 14 2023

INTERAGENCY AGREEMENT

Between

WASHINGTON STATE UNIVERSITY EXTENSION

And

Clallam 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. Employment concurrence will be sought from County Commissioners before an individual is hired and assigned to the 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 quarterly an invoice for 1/4 of the contract amount. Quarterly invoices to be billed Jan, April, July, and October by the 10th of the month 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. First invoice will not be billed to the County until there is a fully executed agreement in place.

E. In cases where position vacancies occur due to separations during a contract period, the county 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 quarterly, 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 quarter invoice to be billed by the 10th and payable on the 25th of the month, or on a scheduled mutually agreed upon between WSU Extension and County.

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.

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. Non-Discrimination

A. There will be no discrimination in the performance of this Agreement on the basis of race, religion, creed, color, national origin, sex, marital status, sexual orientation (including gender identity), age, genetic history, honorably discharged veteran or military status, the presence of any sensory, mental, or physical disability, or any other protected status, in compliance with applicable federal and state law. This includes Title VI of the Civil Rights Act of 1964 (Pub. L. No. 88-352), as amended; the Civil Rights Restoration Act of 1987 (Pub. L. No. 100-259); Presidential Executive Order 11246, as amended, including the Equal Opportunity Clause contained therein; Section 503 of the Rehabilitation Act of 1973, as amended, and the Vietnam Era Veterans Readjustment Act of 1974, as amended, and the Affirmative Action Clauses contained therein; the Americans with Disabilities Act of 1990, as amended; and applicable non-discrimination laws of the state of Washington.

VII. 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.

VIII. 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:

Vicki A McCrae 4/18/2023

Dr. Vicki McCracken Date
Associate Dean and Director
WSU Extension

Board of Clallam County Commissioners

3/14/23

County Commissioners Date
or County Executive

Mark Ozias, Chair

Approved as to form only by:

Bert Dee Boughton
Civil Deputy Prosecuting Attorney
Clallam County

4/25/23

~~Daniel G. Nordquist~~ Date
~~Associate Vice President~~
Office of Research Support and Operations

Matt Michener, AD

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APR 2 9 2024

AGENDA ITEM SUMMARY

(Must be submitted NLT 3PM Wednesday for next week agenda)

Department: Information Technology

WORK SESSION ☒ **Meeting Date:** April 29th

REGULAR AGENDA ☒ **Meeting Date:** May 7th

Required originals approved and attached? ☒
Will be provided on:

Item summary:

☐ Call for Hearing ☒ Contract/Agreement/MOU - Contract #

☐ Resolution ☐ Proclamation ☐ Budget Item

☐ Draft Ordinance ☐ Final Ordinance ☒ Other

Documents exempt from public disclosure attached: ☐

Executive summary: The attached purchase order exceeds the signature limits of I.T. Director and County Administrator. We are requesting counter-signature by the BOCC chair of the attached purchase order for annual renewal of approved and budgeted County phone system maintenance & support, year 2 of 3, Term of 3/31/2024 through 3/30/25.

Budgetary impact: (Is there a monetary impact? If so, are funds for this already allocated or is a budget change necessary? If this is a contract and a budget change is necessary, the budget change form must be submitted with the item at work session and for the regular agenda) **If a budget action is required, has it been submitted and a copy attached?** ☐
No budgetary impact - costs have been previously approved and budgeted funds exist for this renewal.

Recommended action: (Does the Board need to act? If so, what is the department's recommendation?)
Request that the BOCC chair counter-signs the attached agreement.

County Official signature & print name: _____ MARK DOTEN

Name of Employee/Stakeholder attending meeting: MARK DOTEN

Relevant Departments: INFORMATION TECHNOLOGY

Date submitted: 04/23/2024

Clallam County Information Technology Dept.
223 E. 4th Street, Suite 13, Port Angeles, WA 98362
Mark Doten, Department Director 360-417-2345

PURCHASE ORDER

DATE:	4/18/2024	**P.O. NUMBER:**	IT20240418
VENDOR:	Carousel Industries	**RFQ NUMBER:**	RFQ2024-099
VENDOR #:	**0031480**	**REQST. DEPT:**	Info Tech
ADDRESS:	GSA Contr No GS-35F-0511T	**REQST. NAME:**	Mark Doten
PHONE:	800-401-0760	**BARS CODE:**	00100.411.51888.41.2006
VISA Charge			VOiP Licensing & Support

Purchasing Agent	**Email**	**Phone**
TESS TEEL	tessteel@clallamcountywa.gov	360-417-2349

Item Number:	**Quantity**	**Description**	**Unit Price**	**Total**
	1	Avaya phone System Maintenace and Support Services Renewal	$ 63,184.05	$ 63,184.05
		Year 2 of 3, Term: 03/31/24 to 03/30/25		$ -
		Price locked for subsequent renewal during the period fo 2023 to 2026		$ -
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -

DELIVERY	
SUBTOTAL	$ 63,184.05
WA SALES TAX	$ 5,560.20
TOTAL	**$ 68,744.25**

Mark Doten, Director, Information Technology

Mike French, Chair - Board of Clallam County Commissioners

Do not ship partial - Please ship complete unless otherwise notified. Direct questions to: Tess Teel, Information Technology Procurement: tess.teel@clallamcountywa.gov 360-417-2349

nwn carousel

Avaya OneCloud Subscription Renewal for: CLALLAM COUNTY - MULTI SITE

Date Created:	3/2/2023	**SUS Quote #**	SUS701B9HV
Quote Expiration Date:	4/29/2023	**Contract Dates:**	3/31/23-3/30/26
SLF OPP:	31980	**AE:**	Pierre Guzman
		Quoted By:	A Anderson

Terms: Avaya OneCloud Subscription **Coverage Dates: 3/31/23-3/30/26**

IMPORTANT NOTE: Regardless of billing term and payment type Carousel Requires a signature and customer purchase order for the full contract billing amount. If this contract is cancelled mid-term, fees apply. See 3.2 Termination section of Avaya IX Subscription Licensing Supplement

Location	Support Code	Qty.	Support Description	Annual Price
ST 5137653 CLALLAM COUNTY HEALTH BUILDING, 3RD STREET BLDG, PORT ANGELES, WA, US, 98362	Software Subscription :			
	405418	1	UC CORE LIC FIXED SUBS ADJ LP	$ -
			TOTAL :	$ -
ST 5117014 CLALLAM COUNTY JUVENILE DETENTION, 1912 W 18TH ST, PORT ANGELES, WA, US, 98363	Software Subscription :			
	405418	1	UC CORE LIC FIXED SUBS ADJ LP	$ -
			TOTAL :	$ -
ST 5117017 CLALLAM COUNTY-ROADS, 1033 W LAURIDSEN BLVD, PORT ANGELES, WA, US, 98363	Software Subscription :			
	405418	1	UC CORE LIC FIXED SUBS ADJ LP	$ -
			TOTAL :	$ -
ST 5031613 CLALLAM COUNTY COURT HOUSE, 223 E 4TH ST, PORT ANGELES, WA, US, 98362-3015	Software Subscription :			
	405416	135	UC BASIC LIC FIXED SUBS ADJ LP	$ 8,120.25
	405418	618	UC CORE LIC FIXED SUBS ADJ LP	$ 55,063.80
	Subscription Entitlements :			
	403104	162	AVAYA SPACES ESSNTL USER SUB	$ -
	403105	742	AVAYA SPACES BUSINESS USER SUB	$ -
			TOTAL :	$ 63,184.05

Total Annual Support cost:	$	**63,184.05**
8.8 % sales tax:	$	**5,560.20**
Annual Total =	$	**68,744.25**
Total 3YR Support cost including tax =	$	**206,232.74**

Avaya IX Subscription Licensing Supplement

Avaya IX Subscription defines a monthly price for a set term and includes the following:

- Software Right to Use
- Upgrade Advantage (UA) so customers always have access to the latest software releases
- Support Advantage (SA) Preferred

The Avaya IX Subscription R8 is available for new systems and upgrades to current release. Existing customers can convert into IX Subscription at R6.3, R7, and R8. Customers on older releases and CS1000 can convert into IX Subscription but must do so as part of an upgrade.

As of May 25, 2020, Upgrades to, New systems and Conversions to current Release 8 (UC /CC) will leverage the new OpEx Automation Architecture.

Avaya Aura® R6.3 and R7 licenses may also be converted to software subscription. Their feature entitlements will be limited to those available on such releases and are subject to Avaya Product Lifecycle Policy found at https://downloads.avaya.com/css/P8/documents/100081098

1. **Avaya Subscription Licensing**

Avaya Subscription Licensing is offered in bundles at a per license subscription price and which includes:

- License to use eligible software;
- Software Upgrade subscription entitlements; and
- Remote technical support entitlements.

Avaya IX Subscription Licensing includes a 20% overage above the contracted number of licenses. Customers have access to this overage during the contract period without any additional fees. Customers can grow beyond the overage by purchasing additional Avaya IX Subscription licenses which will be co- terminus with their existing Avaya IX Subscription order.

Support Advantage Preferred with Upgrade Advantage is included in the Avaya IX Subscription license fees. Support entitlements are contingent upon meeting the requirements and fulfilling the Customer responsibilities detailed in the Support Advantage Preferred Service Agreement Supplement. Details about Support Advantage Preferred can be found in the Service Description; Service Agreement Supplement document at

https://downloads.avaya.com/css/appmanager/css/P8Secure/documents/101062743

Each user or agent bundle is entitled to an Avaya IX Spaces user account during the Subscription Term where available. Avaya IX Spaces is a hosted offer and may not be available in all geographies. The customer needs to register on http//avayaspaces.com to activate the service. The Avaya IX Spaces offer is subject to the then-current Service Description and the Terms of Use set forth on the Avaya IX Spaces website, a copy of which is available at: https://support.avaya.com/helpcenter/getGenericDetails?detailId=C20092231426297950 43

All entitlements of subscription such as 20% overage become available upon migration to or upgrade to Release 8.1.2

2 Conversion of Perpetual Licenses to Avaya IX Subscription Licenses

Avaya perpetual licenses may be surrendered as part of a conversion to Avaya IX Subscription. To be eligible for Investment Protection Program credits, perpetual licenses must be under a current contract for Avaya-provided maintenance support. At the time of conversion or upgrade to subscription, the End Users may convert their perpetual licenses into Subscription on a per system basis.

End Users will receive a credit for the quantity of eligible perpetual licenses converted to Subscription
Licenses not to exceed the quantity of Avaya IX subscription licenses purchased.

Credits are applied as a reduction in the price of the Subscription License for the converted license for the initial Subscription Term of the Subscription License. If the initial Subscription Term of the Subscription Licenses is extended, the licenses will be renewed as subscription licenses at then-current rates. Investment Protection Program credits do not extend past the first subscription term.

Perpetual license quantity and type chosen to convert to Subscription Licenses will be deleted from the Avaya End User record of perpetual licenses at the time of upgrade and conversion. All rights granted by Avaya under these perpetual licenses shall immediately terminate upon conversion and Customer must return or destroy such perpetual licenses.

2.1 New and Add/Expansion

Subscription Licensing is supported for new licenses and add/expansions in accordance with Avaya's Product Lifecycle Policy found at https://downloads.avaya.com/css/P8/documents/100081098

2.2 Term and Invoice

The "**Subscription License Term** "of a Subscription License(s) is the specific term during which the Subscription License(s) will be available for the End User's use. The length of the term will be identified on the Customer order form.

- Subscription License Term options include 1 year, 3 year and 5 year.
- **Invoice** is in advance at invoicing frequency identified on the order form.
- Monthly or annual in advance invoicing options are available.

2.3 Pricing and Product Subscription Material Codes

Subscription Licenses are ordered and invoiced using specific material codes. Pricing will be provided per license type per user based on a Fixed Term Software Subscription basis.

3. **General**

3.1 Renewal of Coverage

Avaya Subscription Licensing will automatically renew at the end of the term for a similar term length at then current pricing unless either party provides written notice of its intent not to renew such coverage at least 30 days prior to the renewal date. If a customer is a direct Avaya customer located in the EU the Subscription Licenses will automatically renew for another year at then current pricing unless either party provides written notice of its intent not to renew such coverage at least 30 days prior to the renewal date. If shorter renewal terms are required by local country laws or regulations, the Subscription License will automatically renew for at least one year, or for the maximum term permitted by such local country laws or regulations, and Avaya will notify customer of same.

3.2 Termination

The Customer may terminate a subscription upon thirty (30) days written notice subject to termination fees equal to 50% of the Fixed Fees for the Fixed Term Software Subscription remainder of the Subscription License Term.

4. About this Document

This Subscription Licensing Supplement describes the Avaya Subscription Licenses for eligible software and supersedes all prior descriptions relating to Subscription Licensing. In the event of a conflict between this Subscription Licensing Supplement and the Subscription License Terms in the Customer's purchase agreement with Avaya, the terms and conditions of the Subscription Licensing Supplement will control.

Avaya EULA Acceptance Requirement: End User agrees to comply with and be bound by the Avaya Software License Terms ("EULA") located at http://support.avaya.com/LicenseInfo.
By signing below, Customer makes an offer to purchase the Products and/or Services above from Carousel. Carousel's acceptance of this offer to purchase shall be evidenced by the conversion of the Quote

Client Signature: _____ **Signer's Title:** I.T. Director **Date:** 4/23/24

**This contractor and subcontractor shall abide by the requirements of 41 CFR §§ 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals on the basis of protected veteran status or disability, and require affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified protected veterans and individuals with disabilities.*

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APR 2 9 2024

AGENDA ITEM SUMMARY

(Must be submitted NLT 3PM Wednesday for next week agenda)

Department: Sheriff's Office

WORK SESSION ☒ **Meeting Date: 4/29/24**

REGULAR AGENDA ☒ **Meeting Date: 5/7 /24**

Required originals approved and attached? ☒
Will be provided on:

Item summary:

☐ Call for Hearing
☒ Contract/Agreement/MOU - Contract # 11068-24-01
☐ Resolution
☐ Proclamation
☐ Budget Item
☐ Draft Ordinance
☐ Final Ordinance
☐ Other

Documents exempt from public disclosure attached: ☐

Executive summary: The Sheriff's Office has been a participant of the Operation Stonegarden grant program for many years, which is contracted through Washington State and coordinated by US Border Patrol. The purpose of the program is to enhance the security of our nation's international boundaries with funding for local law enforcement patrols and equipment. Our grant includes funding for Port Angeles Police Department, Sequim Police Department, our local division of Fish & Wildlife, as well as the Sheriff's Office.

Budgetary impact: This grant program provides funding on a reimbursement basis with no local match required. Funding will be added via a budget supplemental.

Recommended action: Board approval of this contract

County Official signature & print name: Brian King, Sheriff

Name of Employee/Stakeholder attending meeting: Beth Waknitz

Relevant Departments: Sheriff's Office

Date submitted: 4/15/23

11068-24-01

Washington Military Department
HOMELAND SECURITY GRANT PROGRAM AGREEMENT FACE SHEET

1. Subrecipient Name and Address: **Clallam, County of** **Sheriff's Office** **223 E 4th Street, suite 12** **Port Angeles, WA 98362-3000**	2. Grant Agreement Amount: **$150,000.00**	3. Grant Agreement Number: **E24-326**
4. Subrecipient Contact, phone/email: **Elizabeth Waknitz, 360-417-2393** **elizabeth.waknitz@clallamcountywa.gov**	5. Grant Agreement Start Date: **September 1, 2023**	6. Grant Agreement End Date: **July 31, 2026**
7. Department Contact, phone/email: **Courtney Bemus, 253-512-7141** **Courtney.bemus@mil.wa.gov**	8. Unique Entity Identifier (UEI): **JV6JJNELRBS5**	9. UBI # (state revenue): **054-004-559**

10. Funding Authority:
Washington Military Department (the Department) and the **U.S. Department of Homeland Security** (DHS)

11. Federal Funding Identification #: **EMW-2023-SS-00063**	12. Federal Award Date: **9/11/2023**	13. Assistance Listings # & Title: **97.067 - 23HSGP (OPSG)**
14. Total Federal Award Amount: **$14,010,447**	15. Program Index # & OBJ/SUB-OBJ: **733GA, 733GB, 733GF, 733GZ / NZ**	16. EIN **91- 6001298**
17. Service Districts: BY LEGISLATIVE DISTRICTS: **39, 40, 42** BY CONGRESSIONAL DISTRICTS: **2**	18. Service Area by County(ies): **Clallam**	19. Women/Minority-Owned, State Certified: ☒ N/A ☐ NO ☐ YES, OMWBE #_____

20. Agreement Classification ☐ Personal Services ☐ Client Services ☒ Public/Local Gov't ☐ Research/Development ☐ A/E ☐ Other_____	21. Contract Type (check all that apply): ☐ Contract ☒ Grant ☒ Agreement ☐ Intergovernmental (RCW 39.34) ☐ Interagency
22. Subrecipient Selection Process: ☒ "To all who apply & qualify" ☐ Competitive Bidding ☐ Sole Source ☐ A/E RCW ☐ N/A ☐ Filed w/OFM? ☐ Advertised? ☐ YES ☐ NO	23. Subrecipient Type (check all that apply) ☐ Private Organization/Individual ☐ For-Profit ☒ Public Organization/Jurisdiction ☐ Non-Profit ☐ CONTRACTOR ☒ SUBRECIPIENT ☐ OTHER

24. PURPOSE & DESCRIPTION:

The objective of the Federal Fiscal Year (FFY) 2023 Homeland Security Grant Program (23HSGP) is to fund state, local, tribal, and territorial efforts to prevent, protect against, and respond to terrorist attacks, and prepare the nation for threats and hazards that pose the greatest risk to the security of the United States. 23HSGP provides funding to implement investments that build, sustain, and deliver the core capabilities essential to achieving the National Preparedness Goal of a prepared and resilient nation. 23HSGP supports core capabilities across the five mission areas of prevention, protection, mitigation, response, and recovery based on allowable costs. HSGP is comprised of three interconnected grant programs: State Homeland Security Program (SHSP), Urban Areas Security Initiative (UASI), and Operation Stonegarden (OPSG). Together, these grant programs fund a range of preparedness activities, including planning, organization, equipment purchase, training, exercises, and management and administration.

The Department is the Recipient and Pass-through Entity of the 23HSGP DHS Award Letter for Grant No. EMW-2023-SS-00063 ("Grant"), which is incorporated in and attached hereto as Attachment C and has made a subaward of funds to the Subrecipient pursuant to this Agreement. The Subrecipient is accountable to the Department for use of Federal award funds provided under this Agreement.

IN WITNESS WHEREOF, the Department and Subrecipient acknowledge and accept the terms of this Agreement, including all referenced attachments which are hereby incorporated, and have executed this Agreement as of the date below. This Agreement Face Sheet; Special Terms & Conditions (Attachment A); General Terms and Conditions (Attachment B); DHS Award Letter (Attachment C), Work Plan (Attachments D-1, D-2, D-3), Budget (Attachment E), Timeline (Attachment F); Build America, Buy America Act Self-Certification (Attachment G) and all other documents and attachments expressly referenced and incorporated herein contain all the terms and conditions agreed upon by the parties and govern the rights and obligations of the parties to this Agreement. 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.

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

1. **Applicable federal and state statutes and regulations**
2. **DHS/FEMA Award and program documents**
3. **Work Plan, Timeline, and Budget**
4. **Special Terms and Conditions**
5. **General Terms and Conditions, and,**
6. **Other provisions of the Agreement incorporated by reference.**

WHEREAS, the parties have executed this Agreement on the day and year last specified below.

FOR THE DEPARTMENT:

Signature Date

Regan Anne Hesse, Chief Financial Officer
Washington Military Department

BOILERPLATE APPROVED TO FORM:
Alex Straub 8/31/2023
Assistant Attorney General

FOR THE SUBRECIPIENT:

Signature Date

Mike French, Chair of the Board of County Commissioners
Clallam County

APPROVED AS TO FORM (if applicable):

Signature Date

SPECIAL TERMS AND CONDITIONS

ARTICLE I. KEY PERSONNEL

The individuals listed below shall be considered key personnel for point of contact under this Agreement. Any substitution of key personnel by either party shall be made by written notification to the current key personnel.

	SUBRECIPIENT		DEPARTMENT
Name	**Elizabeth Waknitz**	Name	**Courtney Bemus**
Title	**Chief Civil Deputy**	Title	**Program Coordinator**
Email	**elizabeth.waknitz@clallamcountywa.gov**	Email	**courtney.bemus@mil.wa.gov**
Phone	**360-417-2393**	Phone	**253-512-7141**
Name	**Lorraine Shore**	Name	**Peggy Simmons**
Title	**Undersheriff**	Title	**Program Manager**
Email	**lorraine.shore@clallamcountywa.gov**	Email	**peggy.simmons@mil.wa.gov**
Phone	**360-417-2570**	Phone	**253-512-7114**
Name	**Judy Minnoch**	Name	**Grant Miller**
Title	**Accountant**	Title	**Program Assistant**
Email	**judy.minnoch@clallamcountywa.gov**	Email	**grant.miller@mil.wa.gov**
Phone	**360-417-2257**	Phone	**253-512-7061**
Name		Name	**Sierra Wardell**
Title		Title	**Financial Operations Section Manager**
Email		Email	**sierra.wardell@mil.wa.gov**
Phone		Phone	**253-512-7121**

ARTICLE II. ADMINISTRATIVE AND/OR FINANCIAL REQUIREMENTS

The Subrecipient shall comply with all applicable state and federal laws, rules, regulations, requirements and program guidance identified or referenced in this Agreement and the informational documents published by DHS/FEMA applicable to the 23HSGP Program, including, but not limited to, all criteria, restrictions, and requirements of "*The Department of Homeland Security (DHS) Notice of Funding Opportunity (NOFO) Fiscal Year 2023 Homeland Security Grant Program*" (hereafter "the NOFO"), the *Fiscal Year 2023 Preparedness Grants Manual*, FEMA Manual (FM) 207-22-0001 Version 4, 2023 (hereafter "the Manual"), the DHS Award Letter for the Grant, and the federal regulations commonly applicable to DHS/FEMA grants, all of which are incorporated herein by reference. The *DHS Award Letter* is incorporated in this Agreement as Attachment C.

The Subrecipient acknowledges that since this Agreement involves federal award funding, the period of performance may begin prior to the availability of appropriated federal funds. The Subrecipient agrees that it will not hold the Department, the State of Washington, or the United States liable for any damages, claim for reimbursement, or any type of payment whatsoever for services performed under this Agreement prior to distribution of appropriated federal funds, or if federal funds are not appropriated or in a particular amount.

A. STATE AND FEDERAL REQUIREMENTS FOR DHS/FEMA PREPAREDNESS GRANTS:

The following requirements apply to all DHS/FEMA Preparedness Grants administered by the Department.

1. SUBAWARDS & CONTRACTS BY SUBRECIPIENTS

a. The Subrecipient must make a case-by-case determination whether each agreement it makes for the disbursement of 23HSGP funds received under this Agreement casts the party receiving the funds in the role of a subrecipient or contractor in accordance with 2 CFR 200.331.

b. If the Subrecipient also becomes a pass-through entity by making a subaward to a non-federal entity as its subrecipient, the Subrecipient must make a case-by-case determination whether each agreement it makes for the disbursement of 23HSGP funds received under this Agreement casts the party receiving the funds in the role of a subrecipient or contractor in accordance with 2 CFR 200.330.

i. The Subrecipient must comply with all federal laws and regulations applicable to pass-through entities of 23HSGP funds, including, but not limited to, those contained in 2 CFR 200.

ii. The Subrecipient shall require its subrecipient(s) to comply with all applicable state and federal laws, rules, regulations, requirements and program guidance identified or referenced in this Agreement and the informational documents published by DHS/FEMA applicable to the 23HSGP Program, including, but not limited to, all criteria, restrictions, and requirements of the NOFO , the Manual, the DHS Award Letter for the Grant in Attachment C, and the federal regulations commonly applicable to DHS/FEMA grants.

iii. The Subrecipient shall be responsible to the Department for ensuring that all 23HSGP federal award funds provided to its subrecipients are used in accordance with applicable federal and state statutes and regulations, and the terms and conditions of the federal award set forth in Attachment C of this Agreement.

2. BUDGET, REIMBURSEMENT, AND TIMELINE

a. Within the total Grant Agreement Amount, travel, subcontracts, salaries, benefits, printing, equipment, and other goods and services or other budget categories will be reimbursed on an actual cost basis upon completion unless otherwise provided in this Agreement.

b. The maximum amount of all reimbursement requests permitted to be submitted under this Agreement, including the final reimbursement request, is limited to and shall not exceed the total Grant Agreement Amount.

c. If the Subrecipient chooses to include indirect costs within the Budget (Attachment E), additional documentation is required based on the applicable situation. As described in 2 CFR 200.414 and Appendix VII to 2 CFR 200:

i. If the Subrecipient receives direct funding from any Federal agency(ies), documentation of the rate must be submitted to the Department Key Personnel per the following:

A. More than $35 million, the approved indirect cost rate agreement negotiated with its federal cognizant agency.

B. Less than $35 million, the indirect cost proposal developed in accordance with Appendix VII of 2 CFR 200 requirements.

ii. If the Subrecipient does not receive direct federal funds (i.e., only receives funds as a subrecipient), the Subrecipient must either elect to charge a de minimis rate of ten percent (10%) or 10% of modified total direct costs or choose to negotiate a higher rate with the Department. If the latter is preferred, the Subrecipient must contact Department Key Personnel for approval steps.

d. For travel costs, the Subrecipient shall comply with 2 CFR 200.475 and should consult their internal policies, state rates set pursuant to RCW 43.03.050 and RCW 43.03.060 as now existing or amended, and federal maximum rates set forth at https://www.gsa.gov, and follow the most restrictive. If travel costs exceed set state or federal limits, travel costs shall not be reimbursed without prior written approval by Department Key Personnel.

e. Reimbursement requests will include a properly completed State A-19 Invoice Form and Reimbursement Spreadsheet (in the format provided by the Department) detailing the expenditures for which reimbursement is sought. Reimbursement requests must be submitted to Reimbursements@mil.wa.gov no later than the due dates listed within the Timeline (Attachment F).

Reimbursement request totals should be commensurate to the time spent processing by the Subrecipient and the Department.

f. Receipts and/or backup documentation for any approved items that are authorized under this Agreement must be maintained by the Subrecipient consistent with record retention requirements of this Agreement and be made available upon request by the Department, and federal, state, and local auditors.

g. The Subrecipient must request **prior** written approval from Department Key Personnel to waive or extend a due date in the Timeline (Attachment F). For waived or extended reimbursement due dates, all allowable costs should be submitted on the next scheduled reimbursement due date contained in the Timeline. Waiving or missing deadlines serves as an indicator for assessing an agency's level of risk of noncompliance with the regulations, requirements, and the terms and conditions of the Agreement and may increase required monitoring activities. Any request for a waiver or extension of a due date in the Timeline will be treated as a request for Amendment of the Agreement. This request must be submitted to the Department Key Personnel sufficiently in advance of the due date to provide adequate time for Department review and consideration and may be granted or denied within the Department's sole discretion.

h. All work under this Agreement must end on or before the Grant Agreement End Date, and the final reimbursement request must be submitted to the Department within the time period notated in the Timeline (Attachment F) except as otherwise authorized by either (1) written amendment of this Agreement or (2) written notification from the Department to the Subrecipient to provide additional time for completion of the Subrecipient's subproject(s).

i. No costs for purchases of equipment/supplies will be reimbursed until the related equipment/supplies have been received by the Subrecipient, its contractor, or any non-federal entity to which the Subrecipient makes a subaward and is invoiced by the vendor.

j. Failure to submit timely, accurate, and complete reports and reimbursement requests as required by this Agreement (including, but not limited to, those reports in the Timeline [Attachment F]) will prohibit the Subrecipient from being reimbursed until such reports are submitted and the Department has had reasonable time to conduct its review.

k. Final reimbursement requests will not be approved for payment until the Subrecipient is current with all reporting requirements contained in this Agreement.

l. For SHSP and UASI Subrecipients, a written amendment will be required if the Subrecipient expects cumulative transfers among subproject totals, as identified in the Budget (Attachment E), to exceed ten percent (10%) of the Grant Agreement Amount. If a Subrecipient has only one subproject, cumulative transfers among solution areas within the subproject that exceed ten percent (10%) of the Grant Agreement Amount shall require an amendment to this Agreement.

m. For OPSG Subrecipients, any deviations from the approved, direct budget categories will require additional federal approvals and a written amendment.

n. Subrecipients shall only use federal award funds under this Agreement to supplement existing funds and will not use them to replace (supplant) non-federal funds that have been budgeted for the same purpose. The Subrecipient may be required to demonstrate and document that the reduction in non-federal resources occurred for reasons other than the receipt or expected receipt of federal funds.

3. REPORTING

a. With each reimbursement request, the Subrecipient shall report how the expenditures, for which reimbursement is sought, relate to the Work Plan (Attachments D-1, D-2, D-3) activities in the format provided by the Department.

b. With the final reimbursement request, the Subrecipient shall submit to the Department Key Personnel a final report (in the format provided by the Department) describing all completed activities under this Agreement.

c. The Subrecipient shall comply with the Federal Funding Accountability and Transparency Act (FFATA) and related OMB Guidance consistent with Public Law 109-282 as amended by section 6202(a) of Public Law 110-252 (see 31 U.S.C. 6101 note) and complete and return to the *Department an Audit Certification/FFATA* Form. This form is required to be completed once per calendar year, per Subrecipient, and not per agreement. The Department's Contracts Office will request the Subrecipient submit an updated form at the beginning of each calendar year in which the Subrecipient has an active agreement.

d. To document compliance with the National Incident Management System (NIMS), the Subrecipient shall complete the annual NIMS survey conducted by Emergency Management Division staff.

4. EQUIPMENT AND SUPPLY MANAGEMENT

a. The Subrecipient and any non-federal entity to which the Subrecipient makes a subaward shall comply with 2 CFR 200.317 through 200.327 when procuring any equipment or supplies under this Agreement, 2 CFR 200.313 for management of equipment, and 2 CFR 200.314 for management of supplies, to include, but not limited to:

i. Upon successful completion of the terms of this Agreement, all equipment and supplies purchased through this Agreement will be owned by the Subrecipient, or a recognized non-federal entity to which the Subrecipient has made a subaward, for which a contract, subrecipient grant agreement, or other means of legal transfer of ownership is in place.

ii. All equipment, and supplies as applicable, purchased under this Agreement will be recorded and maintained in the Subrecipient's inventory system.

iii. Inventory system records shall include:

A. Description of the property;

B. Manufacturer's serial number, model number, or other identification number;

C. Funding source for the property, including the Federal Award Identification Number (FAIN) (Face Sheet, Box 11);

D. Assistance Listings Number (Face Sheet, Box 13);

E. Who holds the title;

F. Acquisition date;

G. Cost of the property and the percentage of federal participation in the cost;

H. Location, use and condition of the property at the date the information was reported;

I. Disposition data including the date of disposal and sale price of the property.

iv. The Subrecipient shall take a physical inventory of the equipment, and supplies as applicable, and reconcile the results with the property records at least once every two years. Any differences between quantities determined by the physical inspection and those shown in the records shall be investigated by the Subrecipient to determine the cause of the difference. The Subrecipient shall, in connection with the inventory, verify the existence, current utilization, and continued need for the equipment.

v. The Subrecipient shall be responsible for any and all operational and maintenance expenses and for the safe operation of the equipment and supplies including all questions of liability. The Subrecipient shall develop appropriate maintenance schedules and procedures to ensure the equipment, and supplies as applicable, are well-maintained and kept in good operating condition.

vi. The Subrecipient shall develop a control system to ensure adequate safeguards to prevent loss, damage, and theft of the property. Any loss, damage, or theft shall be investigated, and a report generated and sent to the Department's Key Personnel.

vii. The Subrecipient must obtain and maintain all necessary certifications and licenses for the equipment.

viii. If the Subrecipient is authorized or required to sell the property, proper sales procedures must be established and followed to ensure the highest possible return. For disposition, if upon termination or at the Grant Agreement End Date, when original or replacement supplies or equipment acquired under a federal award are no longer needed for the original project or program or for other activities currently or previously supported by a federal awarding agency, the Subrecipient must comply with the following procedures:

A. For Supplies: If there is a residual inventory of unused supplies exceeding $5,000 in total aggregate value upon termination or completion of the project or program and the supplies are not needed for any other federal award, the Subrecipient must retain the supplies for use on other activities or sell them, but must, in either case, compensate the federal government for its share. The amount of compensation must be computed in the same manner as for equipment.

B. For Equipment:

1) Items with a current per-unit fair-market value of five thousand dollars ($5,000) or less may be retained, sold, transferred, or otherwise disposed of with no further obligation to the federal awarding agency.

2) Items with a current per-unit fair-market value in excess of five thousand dollars ($5,000) may be retained or sold. The Subrecipient shall compensate the federal awarding agency in accordance with the requirements of 2 CFR 200.313 (e) (2).

ix. Records for equipment shall be retained by the Subrecipient for a period of six (6) years from the date of the disposition, replacement, or transfer. If any litigation, claim, or audit is started before the expiration of the six- (6-) year period, the records shall be retained by the Subrecipient until all litigation, claims, or audit findings involving the records have been resolved.

b. The Subrecipient shall comply with the Department's Purchase Review Process, which is incorporated by reference and made part of this Agreement. No reimbursement will be provided unless the appropriate approval has been received.

c. Allowable equipment categories for the grant program are listed on the Authorized Equipment List (AEL) located on the FEMA website at https://www.fema.gov/grants/guidance-tools/authorized-equipment-list. It is important that the Subrecipient and any non-federal entity to which the Subrecipient makes a subaward regard the AEL as an authorized purchasing list identifying items allowed under the specific grant program; the AEL includes items that may not be categorized as equipment according to the federal, state, local, and tribal definitions of equipment. The Subrecipient is solely responsible for ensuring and documenting purchased items under this Agreement are authorized as allowed items by the AEL at time of purchase.

If the item is not identified on the AEL as allowable under the grant program , the Subrecipient must contact the Department Key Personnel for assistance in seeking FEMA approval **prior** to acquisition.

d. Equipment purchases (those with a current per-unit fair market value in excess of $5,000) must be identified and explained to the Department. Use, management, and disposition of such equipment is subject to requirements outlined in 2 CFR 200.313. Before making such purchases, the Subrecipient should analyze the cost benefits of purchasing versus leasing equipment, especially high-cost items and those subject to rapid technical advances.

e. Unless expressly provided otherwise, all equipment must meet all mandatory regulatory state and DHS/FEMA adopted standards to be eligible for purchase using federal award funds.

f. If funding is allocated to support emergency communications activities, the Subrecipient must ensure that all projects comply with SAFECOM Guidance on Emergency Communications Grants, located at https://www.cisa.gov/safecom/funding, including provisions on technical standards that ensure and enhance interoperable communications.

g. Effective August 13, 2020, FEMA recipients and subrecipients, as well as their contractors and subcontractors, may not obligate or expend any FEMA award funds to:

i. Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;

ii. Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system; or

iii. Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

This prohibition regarding certain telecommunications and video surveillance services or equipment is mandated by section 889 of the *John S. McCain National Defense Authorization Act for Fiscal Year 2019 (FY 2019 NDAA), Pub. L. No. 115-232 (2018) and 2 CFR 200.216, 200.327, 200.471, and Appendix II to 2CFR200.* Recipients and subrecipients may use DHS/FEMA grant funding to procure replacement equipment and services impacted by this prohibition, provided the costs are otherwise consistent with the requirements of the Manual and the NOFO.

Per subsections 889(f)(2)-(3) of the FY 2019 NDAA, and 2 CFR 200.216, covered telecommunications equipment or services means:

i. Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation, (or any subsidiary or affiliate of such entities);

ii. For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);

iii. Telecommunications or video surveillance services provided by such entities or using such equipment; or

iv. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

h. For OPSG Subrecipients, items budgeted as equipment in an approved Operations Order should be marked prominently with "Purchased with DHS funds for Operation Stonegarden Use" when practicable.

i. The Subrecipient must pass through equipment and supply management requirements that meet or exceed the requirements outlined above to any non-federal entity to which the Subrecipient makes a subaward of federal award funds under this Agreement.

5. ENVIRONMENTAL AND HISTORICAL PRESERVATION

a. The Subrecipient shall ensure full compliance with the DHS/FEMA Environmental Planning and Historic Preservation (EHP) Program. EHP program information can be found at https://www.fema.gov/grants/guidance-tools/environmental-historic all of which are incorporated in and made a part of this Agreement.

b. Projects that have historical impacts or the potential to impact the environment, **including, but not limited to**, construction of communication towers; modification or renovation of existing buildings, structures, and facilities; or new construction, including replacement of facilities, must participate in the DHS/FEMA EHP review process prior to project initiation. Modification of existing buildings, including minimally invasive improvements such as attaching monitors to interior walls, and training or exercises occurring outside in areas not considered previously disturbed also require a DHS/FEMA EHP review before project initiation.

c. The EHP review process involves the submission of a detailed project description that includes the entire scope of work, including any alternatives that may be under consideration, along with supporting documentation so FEMA may determine whether the proposed project has the potential to impact environmental resources and/or historic properties.

d. The Subrecipient agrees that, to receive any federal preparedness funding, all EHP compliance requirements outlined in applicable guidance must be met. The EHP review process **must be completed and FEMA approval must be received by the Subrecipient before any work is started** for which reimbursement will be later requested. Expenditures for projects started before completion of the EHP review process and receipt of approval by the Subrecipient may not be reimbursed.

6. PROCUREMENT

The Subrecipient shall comply with all procurement requirements of 2 CFR 200.317 through 200.327 and as specified in the General Terms and Conditions (Attachment B, A.10).

a. For all contracts expected to exceed the simplified acquisition threshold, per 2CFR200.1, the Subrecipient must notify the Department. The Department may request pre-procurement documents, such as request for proposals, invitations for bids and independent cost estimates. This requirement must be passed on to any non-federal entity to which the Subrecipient makes a subaward, at which point the Subrecipient will be responsible for reviewing and approving sole source justifications to any non-federal entity to which Subrecipient makes any award.

b. For all sole source contracts expected to exceed the micro-purchase threshold per 2 CFR 200.1, the Subrecipient must submit justification to the Department for review and approval. This requirement must be passed on to any non-federal entity to which the Subrecipient makes a subaward, at which point the Subrecipient will be responsible for reviewing and approving sole source justifications to any non-federal entity to which Subrecipient makes any award.

c. The Subrecipient as well as its contractors and subcontractors must comply with the Build America, Buy America Act (BABAA), which was enacted as a part of the Infrastructure Investment and Jobs Act §§ 70901-70297, Pub. L. No. 117-58 (2021); and Executive Order 14005, Ensuring the Future is Made in All of America by All of America's Workers. BABAA requires any infrastructure project receiving federal funding must ensure:

   i. All iron and steel used in the project are produced in the United States. This means all manufacturing processes, from initial melting stage through the application of coatings, occurred in the United States.

   ii. All manufactured products must be produced in the United States. For a manufactured product to be considered produced in the United States, the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States must be greater than 55% of the total cost of all minimum amount of domestic content of manufactured product, unless subject to another standard.

   iii. All construction materials are manufactured in the United States. This means that all manufacturing processes for construction material occurred in the United States.

   Additionally, applicable infrastructure projects are subject to domestic preference requirements. A domestic preference does not apply to non-infrastructure spending under an award that also includes a covered project. A domestic preference applies to an entire infrastructure project, even if it is funded by both federal and non-federal funds under one or more awards.

   i. Domestic preferences under BABAA only apply to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a domestic preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of or permanently affixed to the structure.

   ii. Infrastructure, for the purposes of BABAA, includes, at a minimum, the structures, facilities, and equipment for, in the United States, roads, highways and bridges; public transportation; dams, ports, harbors and other maritime facilities; intercity passenger and freight railroads; freight and intermodal facilities; airports; water systems, including drinking water and wastewater systems; electrical transmission facilities and systems; utilities; broadband

infrastructure; and buildings and real property. Infrastructure includes facilities that generate, transport, and distribute energy.

iii. The Subrecipient's contractors and their subcontractors who apply or bid for an award for an infrastructure project subject to the domestic preference requirement in the BABAA shall file a required certification to the Subrecipient with each bid or offer for an infrastructure project unless a domestic preference requirement is waived by FEMA. Contractors and subcontractors must certify that no federal financial assistance funding for infrastructure projects will be provided unless all the iron, steel, manufactured projects, and construction materials used in the project are produced in the United States. BABAA, Pub. L. No. 117-58, §§ 70901-52. Contractors and subcontractors shall also disclose any use of federal financial assistance for infrastructure projects that does not ensure compliance with BABAA domestic preference requirement. Such disclosures shall be forwarded to the Subrecipient who will forward them to the Department who, in turn, will forward the disclosures to FEMA. The Build America, Buy America Act Self-Certification form is included herein as Attachment G.

If the Subrecipient is interested in applying for a waiver, the Subrecipient should contact the Department Key Personnel to determine the requirements. All waiver requests must include a detailed justification for the use of goods, products, or materials mined, produced, or manufactured outside the United States and a certification that there was a good faith effort to solicit bids for domestic products supported by terms included in requests for proposals, contracts, and nonproprietary communications with potential suppliers.

7. SUBRECIPIENT MONITORING

a. The Department will monitor the activities of the Subrecipient from award to closeout. The goal of the Department's monitoring activities will be to ensure that subrecipients receiving federal pass-through funds are in compliance with this Agreement, federal and state audit requirements, federal grant guidance, and applicable federal and state financial regulations, as well as 2 CFR Part 200 Subpart F.

b. To document compliance with 2 CFR Part 200 Subpart F requirements, the Subrecipient shall complete and return to the Department an Audit Certification/FFATA form. Reporting requirements are referenced in section 3.c.

c. Monitoring activities may include, but are not limited to:

i. Review of financial and performance reports;

ii. Monitoring and documenting the completion of Agreement deliverables;

iii. Documentation of phone calls, meetings (e.g., agendas, sign-in sheets, meeting minutes), e-mails, and correspondence;

iv. Review of reimbursement requests and supporting documentation to ensure allowability and consistency with Agreement Work Plan (Attachments D-1, D-2, D-3), Budget (Attachment E), and federal requirements;

v. Observation and documentation of Agreement-related activities, such as exercises, training, events, and equipment demonstrations; and

vi. On-site visits to review equipment records and inventories, to verify source documentation for reimbursement requests and performance reports, and to verify completion of deliverables.

d. The Subrecipient is required to meet or exceed the monitoring activities, as outlined above, for any non-federal entity to which the Subrecipient makes a subaward as a pass-through entity under this Agreement.

e. Compliance will be monitored throughout the performance period to assess risk. Concerns will be addressed through a corrective action plan.

8. LIMITED ENGLISH PROFICIENCY (CIVIL RIGHTS ACT OF 1964 TITLE VI)

The Subrecipient must comply with the Title VI of the Civil Rights Act of 1964 (Title VI) prohibition against discrimination on the basis of national origin, which requires that subrecipients of federal

financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services. Providing meaningful access for persons with LEP may entail providing language assistance services, including oral interpretation and written translation. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency (August 11, 2000), requires federal agencies to issue guidance to recipients, assisting such organizations and entities in understanding their language access obligations. DHS published the required recipient guidance in April 2011, DHS Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition against National Origin Discrimination Affecting Limited English Proficient Persons, 76 Fed. Reg. 21755-21768, (April 18, 2011). The Guidance provides helpful information such as how a recipient can determine the extent of its obligation to provide language services, selecting language services, and elements of an effective plan on language assistance for LEP persons. For additional assistance and information regarding language access obligations, please refer to the DHS Recipient Guidance at https://www.dhs.gov/guidance-published-help-department-supported-organizations-provide-meaningful-access-people-limited and additional resources on https://www.lep.gov.

9. NIMS COMPLIANCE

a. The National Incident Management System (NIMS) identifies concepts and principles that answer how to manage emergencies from preparedness to recovery regardless of their cause, size, location, or complexity. NIMS provides a consistent, nationwide approach and vocabulary for multiple agencies or jurisdictions to work together to build, sustain, and deliver the core capabilities needed to achieve a secure and resilient nation.

b. Consistent implementation of NIMS provides a solid foundation across jurisdictions and disciplines to ensure effective and integrated preparedness, planning, and response. NIMS empowers the components of the National Preparedness System, a requirement of Presidential Policy Directive 8, to guide activities within the public and private sector and describes the planning, organizational activities, equipping, training, and exercising needed to build and sustain the core capabilities in support of the National Preparedness Goal.

c. In order to receive federal preparedness funding from the Department, the Subrecipient must ensure and maintain adoption and implementation of NIMS. See Agreement Attachment A, Article II section 3.d. for associated reporting requirements. The list of objectives used for progress and achievement reporting can be found athttps://www.fema.gov/emergency-managers/nims/implementation-training.

B. HSGP SPECIFIC REQUIREMENTS

1. The Subrecipient must use HSGP funds only to perform tasks as described in the Work Plan (Attachments D-1, D-2, D-3), as approved by the Department, and in compliance with this Agreement.

   a. SHSP-funded projects must assist state, local, tribal, and territorial efforts to build, sustain, and deliver the capabilities necessary to prevent, prepare for, protect against, and respond to acts of terrorism.

   b. UASI-funded projects must assist high-threat, high-density Urban Area efforts to build, sustain, and deliver the capabilities necessary to prevent, prepare for, protect against, and respond to acts of terrorism.

   c. OPSG-funded projects must support enhanced cooperation and coordination among Customs and Border Protection, United States Border Patrol, and federal, state, local, tribal, and territorial law enforcement agencies to support joint efforts to secure the United States' borders along routes of ingress/egress to and from international borders, to include travel corridors in states bordering Mexico and Canada, as well as states and territories with international water borders. State, local, tribal, and territorial law enforcement agencies utilize their inherent law enforcement authorities to support the border security mission and do not receive any additional authority as a result of participation in OPSG.

   d. State agencies, including law enforcement, must comply with RCW 43.17.425 and may not use agency funds (including this grant), facilities, property, equipment, or personnel, to investigate, enforce, cooperate with, or assist in the investigation or enforcement of any federal registration

or surveillance programs or any other laws, rules, or policies that target Washington residents solely on the basis of race, religion, immigration, or citizenship status, or national or ethnic origin, except as provided in RCW 43.17.425 (3).

2. The Budget (Attachment E) may include the following caps and thresholds:
   a. If funds are allotted for Management and Administration (M&A), such expenditures must be related to administration of the grant. The maximum percentage of the Grant Agreement Amount that may be used for M&A costs when allocated under this Agreement shall not exceed five percent (5%) but may be less.
   b. At least thirty percent (35%) of the combined HSGP award allocated under SHSP and UASI must be dedicated to law enforcement terrorism prevention activities (LETPA). To meet this requirement, the Subrecipient has agreed, at a minimum, to meet the LETPA percentage indicated in the Budget. **If the Subrecipient anticipates spending less than the indicated amount, a budget amendment is required.**
   c. The maximum percentage of the Grant Agreement Amount that may be used for personnel expenses under this Agreement is identified in the Budget. If the Subrecipient anticipates spending more on personnel costs, **an amendment is required**. Additional approval steps may also be required before the personnel percentage can be increased.
3. If funding is allocated to a Fusion Center investment, the Subrecipient must ensure all Fusion Center analytical personnel demonstrate qualifications that meet or exceed competencies identified in the Common Competencies for state, local, and tribal intelligence analysts, which outlines the minimum categories of training needed for intelligence analysts. All training to ensure baseline proficiency in intelligence analysis and production must be completed within six (6) months of hiring unless the analyst has previously served as an intelligence analyst for a minimum of two (2) years. Proof of satisfaction of this requirement must be accessible to the Department Key Personnel as applicable.
4. If funding is allocated to non-DHS FEMA training, the Subrecipient must request **prior** written approval from the Department Key Personnel before attending the training. The Department will coordinate approval with the State Training Point of Contact. Pursuant to DHS/FEMA Grant Programs Directorate Information Bulletin No. 432, Review and Approval Requirements for Training Courses Funded Through Preparedness Grants, https://www.fema.gov/sites/default/files/2020-04/Training_Course_Review_and_Approval_IB_Final_7_19_18.pdf, the training must fall within the FEMA mission scope and be in alignment with the Subrecipient's Emergency Operations Plan. This requirement only applies to training courses and does not include attendance at conferences. Furthermore, additional federal approvals are required for courses that relate to Countering Violent Extremism prior to attendance.
5. For SHSP and UASI, Subrecipients are required to complete the annual Nationwide Cybersecurity Review (NCSR) https://www.cisecurity.org/ms-isac/services/ncsr to benchmark and measure progress of improvement in their cybersecurity posture.
6. Except for an elevated National Terrorism Advisory System alert, **prior** written approval is required before SHSP and UASI funds may be used for operational overtime. Requests must be submitted to the Department Key Personnel in advance of the expenditure to ensure all additional approval steps can be met.
7. SHSP Subrecipients shall participate in the State's annual Stakeholder Preparedness Review (SPR), the State's Threat and Hazard Identification and Risk Assessment (THIRA), core capabilities assessments, and data calls. Non-participation may result in withholding of funding under future grant years.
8. UASI Subrecipients shall participate in the annual UASI SPR and THIRA process.
9. Subrecipients should document their preparedness priorities, informed by various factors, including jurisdiction specific threats and hazards (i.e., the THIRA); areas for improvement identified by real-world events and exercises; external requirements such as state or national preparedness reports, homeland security policy, and industry reports; and accreditation standards, regulations, or legislative requirements, and use them to deploy a schedule of preparedness events in a multi-year Integrated

Preparedness Plan (IPP). Subrecipients are encouraged to participate in the State's annual Integrated Preparedness Planning Workshop (IPPW) or may conduct their own local/regional IPPW. Information related to IPPs and Integrated Preparedness Planning Workshops (IPPWs) can be found on the HSEEP website at https://www.fema.gov/HSEEP and https://preptoolkit.fema.gov/.

C. DHS TERMS AND CONDITIONS

As a subrecipient of 23HSGP funding, the Subrecipient shall comply with all applicable DHS terms and conditions of the 23HSGP Award Letter and its incorporated documents , which are incorporated in and made a part of this Agreement as Attachment C.

Washington Military Department
GENERAL TERMS AND CONDITIONS
Department of Homeland Security (DHS)/
Federal Emergency Management Agency (FEMA)
Grants

A.1 DEFINITIONS

As used throughout this Agreement, the terms will have the same meaning as defined in 2 CFR 200 Subpart A (which is incorporated herein by reference), except as otherwise set forth below:

a. "**Agreement**" means this Grant Agreement.

b. "**Department**" means the Washington Military Department, as a state agency, any division, section, office, unit or other entity of the Department, or any of the officers or other officials lawfully representing that Department. The Department is a recipient of a federal award directly from a federal awarding agency and is the pass-through entity making a subaward to a Subrecipient under this Agreement.

c. "**Investment**" means the grant application submitted by the Subrecipient describing the project(s) for which federal funding is sought and provided under this this Agreement. Such grant application is hereby incorporated into this Agreement by reference.

d. "**Monitoring Activities**" means all administrative, financial, or other review activities that are conducted to ensure compliance with all state and federal laws, rules, regulations, authorities and policies.

e. **"Stakeholder Preparedness Review (SPR)"** The SPR is an annual three-step self-assessment of a community's capability levels based on the capability targets identified in the THIRA.

f. "**Subrecipient**" when capitalized is primarily used throughout this Agreement in reference to the non-federal entity identified on the Face Sheet of this Agreement that has received a subaward from the Department. However, the definition of "Subrecipient" is the same as in 2 CFR 200.1 for all other purposes.

g. **"Threat and Hazard Identification and Risk Assessment (THIRA)"** The THIRA is a three-step risk assessment. The THIRA helps communities understand their risks and determine the level of capability they need in order to address those risks. The outputs from this process lay the foundation for determining a community's capability gaps during the SPR process.

A.2 ADVANCE PAYMENTS PROHIBITED

The Department shall make no payments in advance or in anticipation of goods or services to be provided under this Agreement. Subrecipient shall not invoice the Department in advance of delivery and invoicing of such goods or services.

A.3 AMENDMENTS AND MODIFICATIONS

The Subrecipient or the Department may request, in writing, an amendment or modification of this Agreement. However, such amendment or modification shall not be binding, take effect or be incorporated herein until made in writing and signed by the authorized representatives of the Department and the Subrecipient. No other understandings or agreements, written or oral, shall be binding on the parties.

The Agreement performance period shall only be extended by (1) written notification of DHS/FEMA approval of the Award performance period, followed up with a mutually agreed written amendment, or (2) written notification from the Department to the Subrecipient to provide additional time for completion of the Subrecipient's project(s).

A.4 AMERICANS WITH DISABILITIES ACT (ADA) OF 1990, PUBLIC LAW 101-336, 42 U.S.C. 12101 ET SEQ. AND ITS IMPLEMENTING REGULATIONS ALSO REFERRED TO AS THE "ADA" 28 CFR Part 35.

The Subrecipient must comply with the ADA, which provides comprehensive civil rights protection to individuals with disabilities in the areas of employment, public accommodations, state and local government services, and telecommunication.

A.5 ASSURANCES

The Department and Subrecipient agree that all activity pursuant to this Agreement will be in accordance with all the applicable current federal, state and local laws, rules, and regulations.

A.6 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, OR INELIGIBILITY

As federal funds are a basis for this Agreement, the Subrecipient certifies that the Subrecipient is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in this Agreement by any federal department or agency.

The Subrecipient shall complete, sign, and return a *Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion* form located at http://mil.wa.gov/emergency-management-division/grants/requiredgrantforms. Any such form completed by the Subrecipient for this Agreement shall be incorporated into this Agreement by reference.

Further, the Subrecipient agrees to comply with all applicable federal regulations concerning the federal debarment and suspension system, including 2 CFR Part 180. The Subrecipient certifies that it will ensure that potential contractors or subrecipients or any of their principals are not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in "covered transactions" by any federal department or agency. "Covered transactions" include procurement contracts for goods or services awarded under a non-procurement transaction (e.g., grant or cooperative agreement) that are expected to equal or exceed $25,000, and subawards to subrecipients for any amount. With respect to covered transactions, the Subrecipient may comply with this provision by obtaining a certification statement from the potential contractor or subrecipient or by checking the System for Award Management (https://sam.gov/SAM/) maintained by the federal government. The Subrecipient also agrees not to enter into any arrangements or contracts with any party on the Washington State Department of Labor and Industries' "*Debarred Contractor List*" (https://secure.lni.wa.gov/debarandstrike/ContractorDebarList.aspx). The Subrecipient also agrees not to enter into any agreements or contracts for the purchase of goods and services with any party on the Department of Enterprise Services' *"Debarred Vendor List"* (http://www.des.wa.gov/services/ContractingPurchasing/Business/Pages/Vendor-Debarment.aspx).

A.7 CERTIFICATION REGARDING RESTRICTIONS ON LOBBYING

As required by 44 CFR Part 18, the Subrecipient hereby certifies that to the best of its knowledge and belief: (1) no federally appropriated funds have been paid or will be paid by or on behalf of the Subrecipient to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement; (2) that if any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Agreement, grant, loan, or cooperative agreement, the Subrecipient will complete and submit Standard Form-LLL, "*Disclosure Form to Report Lobbying*," in accordance with its instructions; (3) and that, as applicable, the Subrecipient will require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all Subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into and is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352.

A.8 COMPLIANCE WITH APPLICABLE STATUTES, RULES AND DEPARTMENT POLICIES

The Subrecipient and all its contractors and subrecipients shall comply with, and the Department is not responsible for determining compliance with, any and all applicable federal, state, and local laws, regulations, executive orders, OMB Circulars, and/or policies. This obligation includes, but is not limited to: nondiscrimination laws and/or policies, Energy Policy and Conservation Act (PL 94-163, as amended), the Americans with Disabilities Act (ADA), Age Discrimination Act of 1975, Title VI of the Civil Rights Act of 1964, Civil Rights Act of 1968, the Robert T. Stafford Disaster Relief and Emergency Assistance Act, (PL 93-288, as amended), Ethics in Public Service (RCW 42.52), Covenant Against Contingent Fees (48

CFR Section 52.203-5), Public Records Act (RCW 42.56), Prevailing Wages on Public Works (RCW 39.12), State Environmental Policy Act (RCW 43.21C), Shoreline Management Act of 1971 (RCW 90.58), State Building Code (RCW 19.27), Energy Related Building Standards (RCW 19.27A), Provisions in Buildings for Aged and Handicapped Persons (RCW 70.92), and safety and health regulations.

In the event of noncompliance or refusal to comply with any applicable law, regulation, executive order, OMB Circular or policy by the Subrecipient, its contractors or subrecipients, the Department may rescind, cancel, or terminate the Agreement in whole or in part in its sole discretion. The Subrecipient is responsible for all costs or liability arising from its failure, and that of its contractors and subrecipients, to comply with applicable laws, regulations, executive orders, OMB Circulars or policies.

A.9 CONFLICT OF INTEREST

No officer or employee of the Department; no member, officer, or employee of the Subrecipient or its designees or agents; no member of the governing body of the jurisdiction in which the project is undertaken or located; and no other official of the Subrecipient who exercises any functions or responsibilities with respect to the project during his or her tenure, shall have any personal or pecuniary gain or interest, direct or indirect, in any contract, subcontract, or the proceeds thereof, for work to be performed in connection with the project assisted under this Agreement.

The Subrecipient shall incorporate, or cause to incorporate, in all such contracts or subawards, a provision prohibiting such interest pursuant to this provision.

A.10 CONTRACTING & PROCUREMENT

a. The Subrecipient shall use a competitive procurement process in the procurement and award of any contracts with contractors or subcontractors that are entered into under the original agreement award. The procurement process followed shall be in accordance with 2 CFR Part 200.318, General procurement standards, through 200.327, Contract provisions.

   As required by Appendix II to 2 CFR Part 200, all contracts entered into by the Subrecipient under this Agreement must include the following provisions, as applicable:

   1) Contracts for more than the simplified acquisition threshold currently set at $250,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

   2) All contracts in excess of $10,000 must address termination for cause and for convenience by the non-federal entity including the manner by which it will be affected and the basis for settlement.

   3) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "*Equal Employment Opportunity*" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "*Amending Executive Order 11246 Relating to Equal Employment Opportunity*," and implementing regulations at 41 CFR part 60, "*Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.*"

   4) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "*Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction*"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a

provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or Subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency.

5) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

6) Rights to Inventions Made Under a Contract or Agreement. If the federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or Subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or Subrecipient must comply with the requirements of 37 CFR Part 401, "*Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements*," and any implementing regulations issued by the awarding agency.

7) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of $150,000 must contain a provision that requires the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

8) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "*Debarment and Suspension.*" SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

9) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding $100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award.

10) Procurement of recovered materials – As required by 2 CFR 200.323, a non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource

Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

11) Notice of federal awarding agency requirements and regulations pertaining to reporting.
12) Federal awarding agency requirements and regulations pertaining to copyrights and rights in data.
13) Access by the Department, the Subrecipient, the federal awarding agency, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the contractor which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts, and transcriptions.
14) Retention of all required records for six years after the Subrecipient has made final payments and all other pending matters are closed.
15) Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94–163, 89 Stat. 871).
16) Pursuant to Executive Order 13858 "*Strengthening Buy-American Preferences for Infrastructure Projects*," and as appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States, as required in 2 CFR Part 200.322, in every contract, subcontract, purchase order, or sub-award that is chargeable against federal financial assistance awards.
17) Per 2 C.F.R. § 200.216, prohibitions regarding certain telecommunications and video surveillance services or equipment are mandated by *section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (FY 2019 NDAA), Pub. L. No. 115-232 (2018)*.

b. The Department reserves the right to review the Subrecipient's procurement plans and documents and require the Subrecipient to make changes to bring its plans and documents into compliance with the requirements of 2 CFR Part 200.317 through 200.327. The Subrecipient must ensure that its procurement process requires contractors and subcontractors to provide adequate documentation with sufficient detail to support the costs of the project and to allow both the Subrecipient and Department to make a determination on eligibility of project costs.

c. All contracting agreements entered into pursuant to this Agreement shall incorporate this Agreement by reference.

A.11 DISCLOSURE

The use or disclosure by any party of any information concerning the Department for any purpose not directly connected with the administration of the Department's or the Subrecipient's responsibilities with respect to services provided under this Agreement is prohibited except by prior written consent of the Department or as required to comply with the state Public Records Act, other law or court order.

A.12 DISPUTES

Except as otherwise provided in this Agreement, when a bona fide dispute arises between the parties and it cannot be resolved through discussion and negotiation, either party may request a dispute resolution board to resolve the dispute. A request for a dispute resolution board shall be in writing, state the disputed issues, state the relative positions of the parties, and be sent to all parties. The board shall consist of a representative appointed by the Department, a representative appointed by the Subrecipient, and a third party mutually agreed upon by both parties. The determination of the dispute resolution board shall be final and binding on the parties hereto. Each party shall bear the cost for its member of the

dispute resolution board and its attorney fees and costs and share equally the cost of the third board member.

A.13 LEGAL RELATIONS

It is understood and agreed that this Agreement is solely for the benefit of the parties to the Agreement and gives no right to any other party. No joint venture or partnership is formed as a result of this Agreement.

To the extent allowed by law, the Subrecipient, its successors or assigns, will protect, save and hold harmless the Department, the state of Washington, and the United States Government and their authorized agents and employees, from all claims, actions, costs, damages or expenses of any nature whatsoever by reason of the acts or omissions of the Subrecipient, its subcontractors, subrecipients, assigns, agents, contractors, consultants, licensees, invitees, employees or any person whomsoever arising out of or in connection with any acts or activities authorized by this Agreement.

To the extent allowed by law, the Subrecipient further agrees to defend the Department and the state of Washington and their authorized agents and employees in any litigation; including payment of any costs or attorneys' fees for any claims or action commenced thereon arising out of or in connection with acts or activities authorized by this Agreement.

This obligation shall not include such claims, costs, damages or expenses which may be caused by the sole negligence of the Department; provided, that if the claims or damages are caused by or result from the concurrent negligence of (1) the Department, and (2) the Subrecipient, its agents, or employees, this indemnity provision shall be valid and enforceable only to the extent of the negligence of the Subrecipient, or the Subrecipient's agents or employees.

Insofar as the funding source, FEMA, is an agency of the Federal government, the following shall apply:

44 CFR 206.9 Non-liability. The Federal government shall not be liable for any claim based upon the exercise or performance of, or the failure to exercise or perform a discretionary function or duty on the part of a federal agency or an employee of the Federal government in carrying out the provisions of the Stafford Act.

A.14 LIMITATION OF AUTHORITY – AUTHORIZED SIGNATURE

The signatories to this Agreement represent that they have the authority to bind their respective organizations to this Agreement. Only the Department's Authorized Signature representative and the Authorized Signature representative of the Subrecipient or Alternate for the Subrecipient, formally designated in writing, shall have the express, implied, or apparent authority to alter, amend, modify, or waive any clause or condition of this Agreement. Any alteration, amendment, modification, or waiver of any clause or condition of this Agreement is not effective or binding unless made in writing and signed by both parties' Authorized Signature representatives, except as provided for time extensions in Article A.3.

Further, only the Authorized Signature representative or Alternate for the Subrecipient shall have signature authority to sign reimbursement requests, time extension requests, amendment and modification requests, requests for changes to projects or work plans, and other requests, certifications and documents authorized by or required under this Agreement.

A.15 LOSS OR REDUCTION OF FUNDING

In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of this Agreement and prior to normal completion or end date, the Department may unilaterally reduce the work plan and budget or unilaterally terminate all or part of the Agreement as a "Termination for Cause" without providing the Subrecipient an opportunity to cure. Alternatively, the parties may renegotiate the terms of this Agreement under "Amendments and Modifications" to comply with new funding limitations and conditions, although the Department has no obligation to do so.

A.16 NONASSIGNABILITY

Neither this Agreement, nor any claim arising under this Agreement, shall be transferred or assigned by the Subrecipient.

A.17 NONDISCRIMINATION

During the performance of this agreement, the Subrecipient shall comply with all federal and state nondiscrimination statutes and regulations. These requirements include, but are not limited to:

a. Nondiscrimination in Employment: The Subrecipient shall not discriminate against any employee or applicant for employment because of race, color, sex, sexual orientation, religion, national origin, creed, marital status, age, Vietnam era or disabled veteran status, or the presence of any sensory, mental, or physical handicap. This requirement does not apply, however, to a religious corporation, association, educational institution or society with respect to the employment of individuals of a particular religion to perform work connected with the carrying on by such corporation, association, educational institution or society of its activities.
b. The Subrecipient shall take action to ensure that employees are employed and treated during employment without discrimination because of their race, color, sex, sexual orientation religion, national origin, creed, marital status, age, Vietnam era or disabled veteran status, or the presence of any sensory, mental, or physical handicap. Such action shall include, but not be limited to, the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment selection for training, including apprenticeships and volunteers.

A.18 NOTICES

The Subrecipient shall comply with all public notices or notices to individuals required by applicable local, state and federal laws and regulations and shall maintain a record of this compliance.

A.19 OCCUPATIONAL SAFETY/HEALTH ACT and WASHINGTON INDUSTRIAL SAFETY/HEALTH ACT (OSHA/WISHA)

The Subrecipient represents and warrants that its workplace does now or will meet all applicable federal and state safety and health regulations that are in effect during the Subrecipient's performance under this Agreement. To the extent allowed by law, the Subrecipient further agrees to indemnify and hold harmless the Department and its employees and agents from all liability, damages and costs of any nature, including, but not limited to, costs of suits and attorneys' fees assessed against the Department, as a result of the failure of the Subrecipient to so comply.

A.20 OWNERSHIP OF PROJECT/CAPITAL FACILITIES

The Department makes no claim to any capital facilities or real property improved or constructed with funds under this Agreement, and by this subaward of funds does not and will not acquire any ownership interest or title to such property of the Subrecipient. The Subrecipient shall assume all liabilities and responsibilities arising from the ownership and operation of the project and agrees to defend, indemnify, and hold the Department, the state of Washington, and the United States government harmless from any and all causes of action arising from the ownership and operation of the project.

A.21 POLITICAL ACTIVITY

No portion of the funds provided herein shall be used for any partisan political activity or to further the election or defeat of any candidate for public office or influence the approval or defeat of any ballot issue.

A.22 PROHIBITION AGAINST PAYMENT OF BONUS OR COMMISSION

The assistance provided under this Agreement shall not be used in payment of any bonus or commission for the purpose of obtaining approval of the application for such assistance or any other approval or concurrence under this Agreement provided, however, that reasonable fees or bona fide technical consultant, managerial, or other such services, other than actual solicitation, are not hereby prohibited if otherwise eligible as project costs.

A.23 PUBLICITY

The Subrecipient agrees to submit to the Department prior to issuance all advertising and publicity matters relating to this Agreement wherein the Department's name is mentioned, or language used from which the connection of the Department's name may, in the Department's judgment, be inferred or implied. The Subrecipient agrees not to publish or use such advertising and publicity matters without the prior written consent of the Department. The Subrecipient may copyright original work it develops in the course of or under this Agreement; however, pursuant to 2 CFR Part 200.315, FEMA reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use the work for government purposes.

Publication resulting from work performed under this Agreement shall include an acknowledgement of FEMA's financial support, by the Assistance Listings Number (formerly CFDA Number), and a statement that the publication does not constitute an endorsement by FEMA or reflect FEMA's views.

A.24 RECAPTURE PROVISION

In the event the Subrecipient fails to expend funds under this Agreement in accordance with applicable federal, state, and local laws, regulations, and/or the provisions of the Agreement, the Department reserves the right to recapture funds in an amount equivalent to the extent of noncompliance. Such right of recapture shall exist for the life of the project following Agreement termination. Repayment by the Subrecipient of funds under this recapture provision shall occur within 30 days of demand. In the event the Department is required to institute legal proceedings to enforce the recapture provision, the Department shall be entitled to its costs and expenses thereof, including attorney fees from the Subrecipient.

A.25 RECORDS

a. The Subrecipient agrees to maintain all books, records, documents, receipts, invoices and all other electronic or written records necessary to sufficiently and properly reflect the Subrecipient's contracts, subawards, grant administration, and payments, including all direct and indirect charges, and expenditures in the performance of this Agreement (the "records").

b. The Subrecipient's records related to this Agreement and the projects funded may be inspected and audited by the Department or its designee, by the Office of the State Auditor, DHS, FEMA or their designees, by the Comptroller General of the United States or its designees, or by other state or federal officials authorized by law, for the purposes of determining compliance by the Subrecipient with the terms of this Agreement and to determine the appropriate level of funding to be paid under the Agreement.

c. The records shall be made available by the Subrecipient for such inspection and audit, together with suitable space for such purpose, at any and all times during the Subrecipient's normal working day.

d. The Subrecipient shall retain and allow access to all records related to this Agreement and the funded project(s) for a period of at least six (6) years following final payment and closure of the grant under this Agreement. Despite the minimum federal retention requirement of three (3) years, the more stringent State requirement of six (6) years must be followed.

A.26 RESPONSIBILITY FOR PROJECT/STATEMENT OF WORK/WORK PLAN

While the Department undertakes to assist the Subrecipient with the project/statement of work/work plan (project) by providing federal award funds pursuant to this Agreement, the project itself remains the sole responsibility of the Subrecipient. The Department undertakes no responsibility to the Subrecipient, or to any third party, other than as is expressly set out in this Agreement.

The responsibility for the design, development, construction, implementation, operation and maintenance of the project, as these phrases are applicable to this project, is solely that of the Subrecipient, as is responsibility for any claim or suit of any nature by any third party related in any way to the project.

Prior to the start of any construction activity, the Subrecipient shall ensure that all applicable federal, state, and local permits and clearances are obtained, including, but not limited to, FEMA compliance with the National Environmental Policy Act, the National Historic Preservation Act, the Endangered Species Act, and all other environmental laws, regulations, and executive orders.

The Subrecipient shall defend, at its own cost, any and all claims or suits at law or in equity, which may be brought against the Subrecipient in connection with the project. The Subrecipient shall not look to the Department, or to any state or federal agency, or to any of their employees or agents, for any performance, assistance, or any payment or indemnity, including, but not limited to, cost of defense and/or attorneys' fees, in connection with any claim or lawsuit brought by any third party related to any design, development, construction, implementation, operation and/or maintenance of a project.

A.27 SEVERABILITY

If any court of rightful jurisdiction holds any provision or condition under this Agreement or its application to any person or circumstances invalid, this invalidity does not affect other provisions, terms or conditions of the Agreement, which can be given effect without the invalid provision. To this end, the terms and conditions of this Agreement are declared severable.

A.28 SINGLE AUDIT ACT REQUIREMENTS (including all AMENDMENTS)

The Subrecipient shall comply with and include the following audit requirements in any subawards.

Non-federal entities, as Subrecipients of a federal award, that expend **$750,000** or more in one fiscal year of federal funds from all sources, direct and indirect, are required to have a single or a program-specific audit conducted in accordance with 2 CFR Part 200 Subpart F. Non-federal entities that spend less than **$750,000** a year in federal awards are exempt from federal audit requirements for that year, except as noted in 2 CFR Part 200 Subpart F. As defined in 2 CFR Part 200, the term "non-federal entity" means a state, local government, Indian tribe, institution of higher education, or nonprofit organization that carries out a federal award as a recipient or subrecipient.

Subrecipients that are required to have an audit must ensure the audit is performed in accordance with Generally Accepted Government Auditing Standards (GAGAS) as found in the Government Auditing Standards (the Revised Yellow Book) developed by the United States Comptroller General and the OMB Compliance Supplement. The Subrecipient has the responsibility of notifying its auditor and requesting an audit in compliance with 2 CFR Part 200 Subpart F, to include the Washington State Auditor's Office, a federal auditor, or a public accountant performing work using GAGAS, as appropriate. Costs of the audit may be an allowable grant expenditure as authorized by 2 CFR Part 200.425.

The Subrecipient shall maintain auditable records and accounts so as to facilitate the audit requirement and shall ensure that any subcontractors also maintain auditable records. The Subrecipient is responsible for any audit exceptions incurred by its own organization or that of its subcontractors. Responses to any unresolved management findings and disallowed or questioned costs shall be included with the audit report. The Subrecipient must respond to Department requests for information or corrective action concerning audit issues or findings within 30 days of the date of request. The Department reserves the right to recover from the Subrecipient all disallowed costs resulting from the audit.

After the single audit has been completed, and if it includes any audit findings, the Subrecipient must send a full copy of the audit and its Corrective Action Plan to the Department at the following address no later than nine (9) months after the end of the Subrecipient's fiscal year(s):

Contracts Office
Washington Military Department
Finance Division, Building #1 TA-20
Camp Murray, WA 98430-5032

OR

Contracts.Office@mil.wa.gov

The Department retains the sole discretion to determine whether a valid claim for an exemption from the audit requirements of this provision has been established.

Conducting a single or program-specific audit in compliance with 2 CFR Part 200 Subpart F is a material requirement of this Agreement. In the absence of a valid claim of exemption from the audit requirements of 2 CFR Part 200 Subpart F, the Subrecipient's failure to comply with said audit requirements may result in one or more of the following actions in the Department's sole discretion: a percentage of federal awards being withheld until the audit is completed in accordance with 2 CFR Part 200 Subpart F; the withholding or disallowing of overhead costs; the suspension of federal awards until the audit is conducted and submitted; or termination of the federal award.

A.29 SUBRECIPIENT NOT EMPLOYEE

The Subrecipient, and/or employees or agents performing under this Agreement, are not employees or agents of the Department in any manner whatsoever. The Subrecipient will not be presented as nor claim to be an officer or employee of the Department or of the State of Washington by reason hereof, nor will the Subrecipient make any claim, demand, or application to or for any right, privilege or benefit applicable to an officer or employee of the Department or of the State of Washington, including, but not limited to, Workers' Compensation coverage, unemployment insurance benefits, social security benefits, retirement membership or credit, or privilege or benefit which would accrue to a civil service employee under Chapter 41.06 RCW; OFM Reg. 4.3.1.1.8.

It is understood that if the Subrecipient is another state department, state agency, state university, state college, state community college, state board, or state commission, that the officers and employees are employed by the State of Washington in their own right.

If the Subrecipient is an individual currently employed by a Washington State agency, the Department shall obtain proper approval from the employing agency or institution before entering into this contract. A statement of "no conflict of interest" shall be submitted to the Department.

A.30 TAXES, FEES AND LICENSES

Unless otherwise provided in this Agreement, the Subrecipient shall be responsible for, pay and maintain in current status all taxes, unemployment contributions, fees, licenses, assessments, permit charges and expenses of any other kind for the Subrecipient or its staff required by statute or regulation that are applicable to Agreement performance.

A.31 TERMINATION FOR CONVENIENCE

Notwithstanding any provisions of this Agreement, the Subrecipient may terminate this Agreement by providing written notice of such termination to the Department Key Personnel identified in the Agreement, specifying the effective date thereof, at least thirty (30) days prior to such date.

Except as otherwise provided in this Agreement, the Department, in its sole discretion and in the best interests of the state of Washington, may terminate this Agreement in whole or in part ten (10) business days after emailing notice to the Subrecipient. Upon notice of termination for convenience, the Department reserves the right to suspend all or part of the Agreement, withhold further payments, or prohibit the Subrecipient from incurring additional obligations of funds. In the event of termination, the Subrecipient shall be liable for all damages as authorized by law. The rights and remedies of the Department provided for in this section shall not be exclusive and are in addition to any other rights and remedies provided by law.

A.32 TERMINATION OR SUSPENSION FOR LOSS OF FUNDING

The Department may unilaterally terminate or suspend all or part of this Grant Agreement, or may reduce its scope of work and budget, if there is a reduction in funds by the source of those funds, and if such funds are the basis for this Grant Agreement. The Department will email the Subrecipient ten (10) business days prior to termination.

A.33 TERMINATION OR SUSPENSION FOR CAUSE

In the event the Department, in its sole discretion, determines the Subrecipient has failed to fulfill in a timely and proper manner its obligations under this Agreement, is in an unsound financial condition so as to endanger performance hereunder, is in violation of any laws or regulations that render the Subrecipient unable to perform any aspect of the Agreement, or has violated any of the covenants, agreements or stipulations of this Agreement, the Department has the right to immediately suspend or terminate this Agreement in whole or in part.

The Department may notify the Subrecipient in writing of the need to take corrective action and provide a period of time in which to cure. The Department is not required to allow the Subrecipient an opportunity to cure if it is not feasible as determined solely within the Department's discretion. Any time allowed for cure shall not diminish or eliminate the Subrecipient's liability for damages or otherwise affect any other remedies available to the Department. If the Department allows the Subrecipient an opportunity to cure, the Department shall notify the Subrecipient in writing of the need to take corrective action. If the corrective action is not taken within ten (10) calendar days or as otherwise specified by the Department, or if such corrective action is deemed by the Department to be insufficient, the Agreement may be terminated in whole or in part.

The Department reserves the right to suspend all or part of the Agreement, withhold further payments, or prohibit the Subrecipient from incurring additional obligations of funds during investigation of the alleged compliance breach, pending corrective action by the Subrecipient, if allowed, or pending a decision by the Department to terminate the Agreement in whole or in part.

In the event of termination, the Subrecipient shall be liable for all damages as authorized by law, including, but not limited to, any cost difference between the original Agreement and the replacement or cover Agreement and all administrative costs directly related to the replacement Agreement, e.g., cost of administering the competitive solicitation process, mailing, advertising and other associated staff time. The rights and remedies of the Department provided for in this section shall not be exclusive and are in addition to any other rights and remedies provided by law.

If it is determined that the Subrecipient: (1) was not in default or material breach, or (2) failure to perform was outside of the Subrecipient's control, fault or negligence, the termination shall be deemed to be a termination for convenience.

A.34 TERMINATION PROCEDURES

In addition to the procedures set forth below, if the Department terminates this Agreement, the Subrecipient shall follow any procedures specified in the termination notice. Upon termination of this Agreement and in addition to any other rights provided in this Agreement, the Department may require the Subrecipient to deliver to the Department any property specifically produced or acquired for the performance of such part of this Agreement as has been terminated.

If the termination is for convenience, the Department shall pay to the Subrecipient as an agreed upon price, if separately stated, for properly authorized and completed work and services rendered or goods delivered to and accepted by the Department prior to the effective date of Agreement termination, the amount agreed upon by the Subrecipient and the Department for (i) completed work and services and/or equipment or supplies provided for which no separate price is stated, (ii) partially completed work and services and/or equipment or supplies provided which are accepted by the Department, (iii) other work, services and/or equipment or supplies which are accepted by the Department, and (iv) the protection and preservation of property.

Failure to agree with such amounts shall be a dispute within the meaning of the "Disputes" clause of this Agreement. If the termination is for cause, the Department shall determine the extent of the liability of the Department. The Department shall have no other obligation to the Subrecipient for termination. The Department may withhold from any amounts due the Subrecipient such sum as the Department determines to be necessary to protect the Department against potential loss or liability.

The rights and remedies of the Department provided in this Agreement shall not be exclusive and are in addition to any other rights and remedies provided by law.

After receipt of a notice of termination, and except as otherwise directed by the Department in writing, the Subrecipient shall:

a. Stop work under the Agreement on the date, and to the extent specified, in the notice;

b. Place no further orders or contracts for materials, services, supplies, equipment and/or facilities in relation to this Agreement except as may be necessary for completion of such portion of the work under the Agreement as is not terminated;

c. Assign to the Department, in the manner, at the times, and to the extent directed by the Department, all of the rights, title, and interest of the Subrecipient under the orders and contracts so terminated, in which case the Department has the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders and contracts;

d. Settle all outstanding liabilities and all claims arising out of such termination of orders and contracts, with the approval or ratification of the Department to the extent the Department may require, which approval or ratification shall be final for all the purposes of this clause;

e. Transfer title to the Department and deliver in the manner, at the times, and to the extent directed by the Department any property which, if the Agreement had been completed, would have been required to be furnished to the Department;

f. Complete performance of such part of the work as shall not have been terminated by the Department in compliance with all contractual requirements; and

g. Take such action as may be necessary, or as the Department may require, for the protection and preservation of the property related to this Agreement which is in the possession of the Subrecipient and in which the Department has or may acquire an interest.

A.35 MINORITY AND WOMEN-OWNED BUSINESS ENTERPRISES

In accordance with the legislative findings and policies set forth in Chapter 39.19 RCW, the State of Washington encourages participation in all its contracts by MWBE firms certified by the Office of Minority and Women's Business Enterprises (OMWBE). To the extent possible, the Subrecipient will solicit and encourage minority-owned and women-owned business enterprises who are certified by the OMWBE under the state of Washington certification program to apply and compete for work under this contract. Voluntary numerical MWBE participation goals have been established and are indicated herein: Minority Business Enterprises: (MBE's): 10% and Woman's Business Enterprises (WBE's): 6%.

A.36 VENUE

This Agreement shall be construed and enforced in accordance with, and the validity and performance shall be governed by, the laws of the state of Washington. Venue of any suit between the parties arising out of this Agreement shall be the Superior Court of Thurston County, Washington. The Subrecipient, by execution of this Agreement, acknowledges the jurisdiction of the courts of the state of Washington.

A.37 WAIVERS

No conditions or provisions of this Agreement can be waived unless approved in advance by the Department in writing. The Department's failure to insist upon strict performance of any provision of the Agreement or to exercise any right based upon a breach thereof, or the acceptance of any performance during such breach, shall not constitute a waiver of any right under this Agreement.

23HSGP Award Letter
EMW-2023-SS-00063

Award Letter

U.S. Department of Homeland Security
Washington, D.C. 20472

Bret Daugherty
Washington Military Department
Building 20
Camp Murray, WA 98430 - 5122

Re: Grant No. EMW-2023-SS-00063

Dear Bret Daugherty:

Congratulations, on behalf of the Department of Homeland Security, your application for financial assistance submitted under the Fiscal Year (FY) 2023 Homeland Security Grant Program has been approved in the amount of $14,010,447.00. You are not required to match this award with any amount of non-Federal funds.

Before you request and receive any of the Federal funds awarded to you, you must establish acceptance of the award. By accepting this award, you acknowledge that the terms of the following documents are incorporated into the terms of your award:

- Agreement Articles (attached to this Award Letter)
- Obligating Document (attached to this Award Letter)
- FY 2023 Homeland Security Grant Program Notice of Funding Opportunity.
- FEMA Preparedness Grants Manual

Please make sure you read, understand, and maintain a copy of these documents in your official file for this award.

In order to establish acceptance of the award and its terms, please follow these instructions:

Step 1: Please log in to the ND Grants system at https://portal.fema.gov.

Step 2: After logging in, you will see the Home page with a Pending Tasks menu. Click on the Pending Tasks menu, select the Application sub-menu, and then click the link for "Award Offer Review" tasks. This link will navigate you to Award Packages that are pending review.

Step 3: Click the Review Award Package icon (wrench) to review the Award Package and accept or decline the award. Please save or print the Award Package for your records.

System for Award Management (SAM): Grant recipients are to keep all of their information up to date in SAM, in particular, your organization's name, address, Unique Entity Identifier (UEI) number, EIN and banking information. Please ensure that the UEI number used in SAM is the same one used to apply for all FEMA awards. Future payments will be contingent on the information provided in the SAM; therefore, it is imperative that the information is correct. The System for Award Management is located at http://www.sam.gov.

If you have any questions or have updated your information in SAM, please let your Grants Management Specialist (GMS) know as soon as possible. This will help us to make the necessary updates and avoid any interruptions in the payment process.

PAMELA SUSAN WILLIAMS

U.S. Department of Homeland Security
Washington, D.C. 20472

AGREEMENT ARTICLES
Homeland Security Grant Program

GRANTEE:	Washington Military Department
PROGRAM:	Homeland Security Grant Program
AGREEMENT NUMBER:	EMW-2023-SS-00063-S01

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Article I - Summary Description of Award

The purpose of the FY 2023 HSGP is to support state and local efforts to prevent terrorism and other catastrophic events and to prepare the Nation for the threats and hazards that pose the greatest risk to the security of the United States. The HSGP provides funding to implement investments that build, sustain, and deliver the 32 core capabilities essential to achieving the National Preparedness Goal of a secure and resilient Nation. Among the five basic homeland security missions noted in the DHS Quadrennial Homeland Security Review, HSGP supports the goal to Strengthen National Preparedness and Resilience. The building, sustainment, and delivery of these core capabilities are not exclusive to any single level of government, organization, or community, but rather, require the combined effort of the whole community.

This HSGP award consists of State Homeland Security Program (SHSP) funding in the amount of $6,190,947, Urban Area Security Initiative (UASI) funding in the amount of $6,250,000 (Seattle Urban Area), and Operation Stonegarden (OPSG) funding in the amount of $1,569,500. The following counties shall receive OPSG subawards for the following amounts: Adams, $95,000; Clallam, $150,000; Ferry, $84,500; Island, $100,000; Lower Elwha Tribe, $75,000; Makah Tribe, $75,000; Nooksack, $99,000; Okanogan, $100,000; Pend Oreille, $150,000; Quileute Tribe, $50,000; San Juan, $100,000; Spokane, $121,000; Stevens, $150,000; Swinomish Tribe, $45,000; Whatcom, $175,000. These grant programs fund a range

of activities, including planning, organization, equipment purchase, training, exercises, and management and administration across all core capabilities and mission areas.

Article II - HSGP Performance Goal

In addition to the Biannual Strategy Implementation Report (BSIR) submission requirements outlined in the Preparedness Grants Manual, recipients must demonstrate how the grant-funded project addressed the core capability gap associated with this project and identified in the Threat and Hazard Identification and Risk Analysis (THIRA) or Stakeholder Preparedness Review (SPR) or sustains existing capabilities as applicable. The capability gap reduction must be addressed in the Project Description of the BSIR for each project.

Article III - DHS Standard Terms and Conditions Generally

The Fiscal Year (FY) 2023 DHS Standard Terms and Conditions apply to all new federal financial assistance awards funded in FY 2023. These terms and conditions flow down to subrecipients unless an award term or condition specifically indicates otherwise. The United States has the right to seek judicial enforcement of these obligations.
All legislation and digital resources are referenced with no digital links. The FY 2023 DHS Standard Terms and Conditions will be housed on dhs.gov at www.dhs.gov/publication/fy15-dhs- standard-terms-and-conditions.

Article IV - Assurances, Administrative Requirements, Cost Principles, Representations and Certifications

I. DHS financial assistance recipients must complete either the Office of Management and Budget (OMB) Standard Form 424B Assurances Non-Construction Programs, or OMB Standard Form 424D Assurances Construction Programs, as applicable. Certain assurances in these documents may not be applicable to your program, and the DHS financial assistance office (DHS FAO) may require applicants to certify additional assurances. Applicants are required to fill out the assurances as instructed by the awarding agency.

II. DHS financial assistance recipients are required to follow the applicable provisions of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards located at Title 2, Code of Federal Regulations (C.F.R.) Part 200 and adopted by DHS at 2 C.F.R. Part 3002.

III. By accepting this agreement, recipients, and their executives, as defined in 2 C.F.R. section 170.315, certify that their policies are in accordance with OMBs guidance located at 2 C.F.R. Part 200, all applicable federal laws, and relevant Executive guidance.

Article V - General Acknowledgements and Assurances

All recipients, subrecipients, successors, transferees, and assignees must acknowledge and agree to comply with applicable provisions governing DHS access to records, accounts, documents, information, facilities, and staff.

I. Recipients must cooperate with any DHS compliance reviews or compliance investigations conducted by DHS.

II. Recipients must give DHS access to examine and copy records, accounts, and other documents and sources of information related to the federal financial assistance award and permit access to facilities or personnel.

III. Recipients must submit timely, complete, and accurate reports to the appropriate DHS officials and maintain appropriate backup documentation to support the reports.

IV. Recipients must comply with all other special reporting, data collection, and evaluation requirements, as prescribed by law, or detailed in program guidance.

V. Recipients (as defined in 2 C.F.R. Part 200 and including recipients acting as pass-through entities) of federal financial assistance from DHS or one of its awarding component agencies must complete the DHS Civil Rights Evaluation Tool within thirty (30) days of receipt of the Notice of Award for the first award under which this term applies. Recipients of multiple awards of DHS financial assistance should only submit one completed tool for their organization, not per award. After the initial submission, recipients are required to complete the tool once every two (2) years if they have an active award, not every time an award is made. Recipients should submit the completed tool, including supporting materials, to CivilRightsEvaluation@hq.dhs.gov. This tool clarifies the civil rights obligations and related reporting requirements contained in the DHS Standard Terms and Conditions. Subrecipients are not required to complete and submit this tool to DHS. The evaluation tool can be found at https://www.dhs.gov/publication/dhs-civil-rights-evaluation-tool. DHS Civil Rights Evaluation Tool | Homeland Security

The DHS Office for Civil Rights and Civil Liberties will consider, in its discretion, granting an extension if the recipient identifies steps and a timeline for completing the tool. Recipients should request extensions by emailing the request to CivilRightsEvaluation@hq.dhs.gov prior to expiration of the 30-day deadline.

Article VI - Acknowledgement of Federal Funding from DHS

Recipients must acknowledge their use of federal funding when issuing statements, press releases, requests for proposal, bid invitations, and other documents describing projects or programs funded in whole or in part with federal funds.

Article VII - Activities Conducted Abroad

Recipients must ensure that project activities performed outside the United States are coordinated as necessary with appropriate government authorities and that appropriate licenses, permits, or approvals are obtained.

Article VIII - Age Discrimination Act of 1975

Recipients must comply with the requirements of the Age Discrimination Act of 1975, Public Law 94-135 (1975) (codified as amended at Title 42, U.S. Code, section 6101 et seq.), which prohibits discrimination on the basis of age in any program or activity receiving federal financial assistance.

Article IX - Americans with Disabilities Act of 1990

Recipients must comply with the requirements of Titles I, II, and III of the Americans with Disabilities Act, Pub. L. 101-336 (1990) (codified as amended at 42 U.S.C. sections 12101-12213), which prohibits recipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities.

Article X - Best Practices for Collection and Use of Personally Identifiable Information

Recipients who collect personally identifiable information (PII) are required to have a publicly available privacy policy that describes standards on the usage and maintenance of the PII they collect. DHS defines PII as any information that permits the identity of an individual to be directly or indirectly inferred, including any information that is linked or linkable to that individual. Recipients may also find the DHS Privacy Impact Assessments: Privacy Guidance and Privacy Template as useful resources respectively.

Article XI - Civil Rights Act of 1964 - Title VI

Recipients must comply with the requirements of Title VI of the Civil Rights Act of 1964 (codified as amended at 42 U.S.C. section 2000d et seq.), which provides that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance. DHS implementing regulations for the Act are found at 6 C.F.R. Part 21 and 44 C.F.R. Part 7.

Article XII - Civil Rights Act of 1968

Recipients must comply with Title VIII of the Civil Rights Act of 1968, Pub. L. 90-284, as amended through Pub. L. 113-4, which prohibits recipients from discriminating in the sale, rental, financing, and advertising of dwellings, or in the provision of services in connection therewith, on the basis of race, color, national origin, religion, disability, familial status, and sex (see 42 U.S.C. section 3601 et seq.), as implemented by the U.S. Department of Housing and Urban Development at 24 C.F.R. Part 100. The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units-i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators)-be designed and constructed with certain accessible features. (See 24 C.F.R. Part 100, Subpart D.)

Article XIII - Copyright

Recipients must affix the applicable copyright notices of 17 U.S.C. sections 401 or 402 and an acknowledgement of U.S. Government sponsorship (including the award number) to any work first produced under federal financial assistance awards.

Article XIV - Debarment and Suspension

Recipients are subject to the non-procurement debarment and suspension regulations implementing Executive Orders (E.O.) 12549 and 12689, which are at 2 C.F.R. Part 180 as adopted by DHS at 2 C.F.R. Part 3002. These regulations restrict

federal financial assistance awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs or activities.

Article XV - Drug-Free Workplace Regulations

Recipients must comply with drug-free workplace requirements in Subpart B (or Subpart C, if the recipient is an individual) of 2 C.F.R. Part 3001, which adopts the Government-wide implementation (2 C.F.R. Part 182) of Sec. 5152-5158 of the Drug-Free Workplace Act of 1988 (41 U.S.C. sections 8101-8106).

Article XVI - Duplication of Benefits

Any cost allocable to a particular federal financial assistance award provided for in 2 C.F.R. Part 200, Subpart E may not be charged to other federal financial assistance awards to overcome fund deficiencies; to avoid restrictions imposed by federal statutes, regulations, or federal financial assistance award terms and conditions; or for other reasons. However, these prohibitions would not preclude recipients from shifting costs that are allowable under two or more awards in accordance with existing federal statutes, regulations, or the federal financial assistance award terms and conditions may not be charged to other federal financial assistance awards to overcome fund deficiencies; to avoid restrictions imposed by federal statutes, regulations, or federal financial assistance award terms and conditions; or for other reasons.

Article XVII - Education Amendments of 1972 (Equal Opportunity in Education Act) - Title IX

Recipients must comply with the requirements of Title IX of the Education Amendments of 1972, Pub. L. 92-318 (1972) (codified as amended at 20 U.S.C. section 1681 et seq.), which provide that no person in the United States will, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any educational program or activity receiving federal financial assistance. DHS implementing regulations are codified at 6 C.F.R. Part 17 and 44 C.F.R. Part 19.

Article XVIII - E.O. 14074 - Advancing Effective, Accountable Policing and Criminal Justice Practices to Enhance Public Trust and Public Safety

Recipient State, Tribal, local, or territorial law enforcement agencies must comply with the requirements of section 12(c) of E.O. 14074. Recipient State, Tribal, local, or territorial law enforcement agencies are also encouraged to adopt and enforce policies consistent with E.O. 14074 to support safe and effective policing.

Article XIX - Energy Policy and Conservation Act

Recipients must comply with the requirements of the Energy Policy and Conservation Act, Pub. L. 94- 163 (1975) (codified as amended at 42 U.S.C. section 6201 et seq.), which contain policies relating to energy efficiency that are defined in the state energy conservation plan issued in compliance with this Act.

Article XX - False Claims Act and Program Fraud Civil Remedies

Recipients must comply with the requirements of the False Claims Act, 31 U.S.C. sections 3729- 3733, which prohibit the submission of false or fraudulent claims for payment to the Federal Government. (See 31 U.S.C. sections 3801-3812, which details the administrative remedies for false claims and statements made.)

Article XXI - Federal Debt Status

All recipients are required to be non-delinquent in their repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. (See OMB Circular A-129.)

Article XXII - Federal Leadership on Reducing Text Messaging while Driving

Recipients are encouraged to adopt and enforce policies that ban text messaging while driving as described in E.O. 13513, including conducting initiatives described in Section 3(a) of the Order when on official government business or when performing any work for or on behalf of the Federal Government.

Article XXIII - Fly America Act of 1974

Recipients must comply with Preference for U.S. Flag Air Carriers (air carriers holding certificates under 49 U.S.C.) for international air transportation of people and property to the extent that such service is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974, 49 U.S.C. section 40118, and the interpretative

guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B-138942.

Article XXIV - Hotel and Motel Fire Safety Act of 1990

Recipients must ensure that all conference, meeting, convention, or training space funded in whole or in part with federal funds complies with the fire prevention and control guidelines of Section 6 of the Hotel and Motel Fire Safety Act of 1990, 15 U.S.C. section 2225a.

Article XXV - John S. McCain National Defense Authorization Act of Fiscal Year 2019

Recipients, subrecipients, and their contractors and subcontractors are subject to the prohibitions described in section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232 (2018) and 2 C.F.R. sections 200.216, 200.327, 200.471, and Appendix II to 2 C.F.R. Part 200. Beginning August 13, 2020, the statute - as it applies to DHS recipients, subrecipients, and their contractors and subcontractors - prohibits obligating or expending federal award funds on certain telecommunications and video surveillance products and contracting with certain entities for national security reasons.

Article XXVI - Limited English Proficiency (Civil Rights Act of 1964 - Title VI)

Recipients must comply with Title VI of the Civil Rights Act of 1964, (42 U.S.C. section 2000d et seq.) prohibition against discrimination on the basis of national origin, which requires that recipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services. For additional assistance and information regarding language access obligations, please refer to the DHS Recipient Guidance: https://www.dhs.gov/guidance-published-help-department-supported-organizations-provide-meaningful-access-people-limited and additional resources on http://www.lep.gov.

Article XXVII - Lobbying Prohibitions

Recipients must comply with 31 U.S.C. section 1352, which provides that none of the funds provided under a federal financial assistance award may be expended by the recipient to pay any person to influence, or attempt to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any federal action related to a federal award or contract, including any extension, continuation, renewal, amendment, or modification.

Article XXVIII - National Environmental Policy Act

Recipients must comply with the requirements of the National Environmental Policy Act of 1969, (NEPA) Pub. L. 91-190 (1970) (codified as amended at 42 U.S.C. section 4321 et seq.) and the Council on Environmental Quality (CEQ) Regulations for Implementing the Procedural Provisions of NEPA, which require recipients to use all practicable means within their authority, and consistent with other essential considerations of national policy, to create and maintain conditions under which people and nature can exist in productive harmony and fulfill the social, economic, and other needs of present and future generations of Americans.

Article XXIX - Nondiscrimination in Matters Pertaining to Faith-Based Organizations

It is DHS policy to ensure the equal treatment of faith-based organizations in social service programs administered or supported by DHS or its component agencies, enabling those organizations to participate in providing important social services to beneficiaries. Recipients must comply with the equal treatment policies and requirements contained in 6 C.F.R. Part 19 and other applicable statues, regulations, and guidance governing the participations of faith-based organizations in individual DHS programs.

Article XXX - Non-Supplanting Requirement

Recipients receiving federal financial assistance awards made under programs that prohibit supplanting by law must ensure that federal funds do not replace (supplant) funds that have been budgeted for the same purpose through non-federal sources.

Article XXXI - Notice of Funding Opportunity Requirements

All the instructions, guidance, limitations, and other conditions set forth in the Notice of Funding Opportunity (NOFO) for this program are incorporated here by reference in the award terms and conditions. All recipients must comply with any such requirements set forth in the program NOFO.

Article XXXII - Patents and Intellectual Property Rights

Recipients are subject to the Bayh-Dole Act, 35 U.S.C. section 200 et seq, unless otherwise provided by law. Recipients are subject to the specific requirements governing the development, reporting, and disposition of rights to inventions and patents resulting from federal financial assistance awards located at 37 C.F.R. Part 401 and the standard patent rights clause located at 37 C.F.R. section 401.14.

Article XXXIII - Procurement of Recovered Materials

States, political subdivisions of states, and their contractors must comply with Section 6002 of the Solid Waste Disposal Act, Pub. L. 89-272 (1965), (codified as amended by the Resource Conservation and Recovery Act, 42 U.S.C. section 6962.) The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition.

Article XXXIV - Rehabilitation Act of 1973

Recipients must comply with the requirements of Section 504 of the Rehabilitation Act of 1973, Pub. L. 93-112 (1973) (codified as amended at 29 U.S.C. section 794), which provides that no otherwise qualified handicapped individuals in the United States will, solely by reason of the handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

Article XXXV - Reporting of Matters Related to Recipient Integrity and Performance

General Reporting Requirements:
If the total value of any currently active grants, cooperative agreements, and procurement contracts from all federal awarding agencies exceeds $10,000,000 for any period of time during the period of performance of this federal award, then the recipients must comply with the requirements set forth in the government-wide Award Term and Condition for Recipient Integrity and Performance Matters located at 2 C.F.R. Part 200, Appendix XII, the full text of which is incorporated here by reference in the award terms and conditions.

Article XXXVI - Reporting Subawards and Executive Compensation

Reporting of first tier subawards:
Recipients are required to comply with the requirements set forth in the government-wide award term on Reporting Subawards and Executive Compensation located at 2 C.F.R. Part 170, Appendix A, the full text of which is incorporated here by reference in the award terms and conditions.

Article XXXVII - Required Use of American Iron, Steel, Manufactured Products, and Construction Materials

Recipients must comply with the Build America, Buy America provisions of the Infrastructure Investment and Jobs Act and E.O. 14005. Recipients of an award of Federal financial assistance from a program for infrastructure are hereby notified that none of the funds provided under this award may be used for a project for infrastructure unless:

(1) all iron and steel used in the project are produced in the United States-this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;

(2) all manufactured products used in the project are produced in the United States-this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and

(3) all construction materials are manufactured in the United States-this means that all manufacturing processes for the construction material occurred in the United States.

The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding,

brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project.
Waivers
When necessary, recipients may apply for, and the agency may grant, a waiver from these requirements. Information on the process for requesting a waiver from these requirements is on the website below.

(a) When the Federal agency has made a determination that one of the following exceptions applies, the awarding official may waive the application of the domestic content procurement preference in any case in which the agency determines that:

(1) applying the domestic content procurement preference would be inconsistent with the public interest;
(2) the types of iron, steel, manufactured products, or construction materials are not produced in the United States in sufficient and reasonably available quantities or of a satisfactory quality; or
(3) the inclusion of iron, steel, manufactured products, or construction materials produced in the United States will increase the cost of the overall project by more than 25 percent.

A request to waive the application of the domestic content procurement preference must be in writing. The agency will provide instructions on the format, contents, and supporting materials required for any waiver request. Waiver requests are subject to public comment periods of no less than 15 days and must be reviewed by the Made in America Office.

There may be instances where an award qualifies, in whole or in part, for an existing waiver described at "Buy America" Preference in FEMA Financial Assistance Programs for Infrastructure | FEMA.gov.

The awarding Component may provide specific instructions to Recipients of awards from infrastructure programs that are subject to the Build America, Buy America provisions. Recipients should refer to the Notice of Funding Opportunity for further information on the Buy America preference and waiver process.

Article XXXVIII - SAFECOM

Recipients receiving federal financial assistance awards made under programs that provide emergency communication equipment and its related activities must comply with the SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications.

Article XXXIX - Terrorist Financing

Recipients must comply with E.O. 13224 and U.S. laws that prohibit transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. Recipients are legally responsible to ensure compliance with the Order and laws.

Article XL - Trafficking Victims Protection Act of 2000 (TVPA)

Trafficking in Persons:
Recipients must comply with the requirements of the government-wide financial assistance award term which implements Section 106 (g) of the Trafficking Victims Protection Act of 2000 (TVPA), codified as amended at 22 U.S.C. section 7104. The award term is located at 2 C.F.R. section 175.15, the full text of which is incorporated here by reference.

Article XLI - Universal Identifier and System of Award Management

Requirements for System for Award Management and Unique Entity Identifier Recipients are required to comply with the requirements set forth in the government-wide financial assistance award term regarding the System for Award Management and Universal Identifier Requirements located at 2 C.F.R. Part 25, Appendix A, the full text of which is incorporated here by reference.

Article XLII - USA PATRIOT Act of 2001

Recipients must comply with requirements of Section 817 of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001 (USA PATRIOT Act), which amends 18 U.S.C. sections 175-175c.

Article XLIII - Use of DHS Seal, Logo and Flags

Recipients must obtain permission from their DHS FAO prior to using the DHS seal(s), logos, crests or reproductions of flags or likenesses of DHS agency officials, including use of the United States Coast Guard seal, logo, crests or reproductions of flags or likenesses of Coast Guard officials.

Article XLIV - Whistleblower Protection Act

Recipients must comply with the statutory requirements for whistleblower protections (if applicable) at 10 U.S.C section 2409, 41 U.S.C. section 4712, and 10 U.S.C. section 2324, 41 U.S.C. sections 4304 and 4310.

Article XLV - Environmental Planning and Historic Preservation (EHP) Review

DHS/FEMA funded activities that may require an Environmental Planning and Historic Preservation (EHP) review are subject to the FEMA EHP review process. This review does not address all federal, state, and local requirements. Acceptance of federal funding requires the recipient to comply with all federal, state and local laws.

DHS/FEMA is required to consider the potential impacts to natural and cultural resources of all projects funded by DHS/ FEMA grant funds, through its EHP review process, as mandated by: the National Environmental Policy Act; National Historic Preservation Act of 1966, as amended; National Flood Insurance Program regulations; and any other applicable laws and executive orders. General guidance for FEMA's EHP process is available on the DHS/FEMA Website. Specific applicant guidance on how to submit information for EHP review depends on the individual grant program and applicants should contact their grant Program Officer to be put into contact with EHP staff responsible for assisting their specific grant program. The EHP review process must be completed before funds are released to carry out the proposed project; otherwise, DHS/FEMA may not be able to fund the project due to noncompliance with EHP laws, executive orders, regulations, and policies.

If ground disturbing activities occur during construction, applicant will monitor ground disturbance, and if any potential archaeological resources are discovered the applicant will immediately cease work in that area and notify the pass-through entity, if applicable, and DHS/FEMA.

Article XLVI - Applicability of DHS Standard Terms and Conditions to Tribes

The DHS Standard Terms and Conditions are a restatement of general requirements imposed upon recipients and flow down to sub-recipients as a matter of law, regulation, or executive order. If the requirement does not apply to Indian tribes or there is a federal law or regulation exempting its application to Indian tribes, then the acceptance by Tribes of, or acquiescence to, DHS Standard Terms and Conditions does not change or alter its inapplicability to an Indian tribe. The execution of grant documents is not intended to change, alter, amend, or impose additional liability or responsibility upon the Tribe where it does not already exist.

Article XLVII - Acceptance of Post Award Changes

In the event FEMA determines that changes are necessary to the award document after an award has been made, including changes to period of performance or terms and conditions, recipients will be notified of the changes in writing. Once notification has been made, any subsequent request for funds will indicate recipient acceptance of the changes to the award. Please call the FEMA/GMD Call Center at (866) 927-5646 or via e-mail to: ASK-GMD@fema.dhs.gov if you have any questions.

Article XLVIII - Disposition of Equipment Acquired Under the Federal Award

For purposes of original or replacement equipment acquired under this award by a non-state recipient or non-state sub-recipients, when that equipment is no longer needed for the original project or program or for other activities currently or previously supported by a federal awarding agency, you must request instructions from FEMA to make proper disposition of the equipment pursuant to 2 C.F.R. section 200.313. State recipients and state sub-recipients must follow the disposition requirements in accordance with state laws and procedures.

Article XLIX - Prior Approval for Modification of Approved Budget

Before making any change to the FEMA approved budget for this award, you must request prior written approval from FEMA where required by 2 C.F.R. section 200.308.

For purposes of non-construction projects, FEMA is utilizing its discretion to impose an additional restriction under 2 C.F.R. section 200.308(f) regarding the transfer of funds among direct cost categories, programs, functions, or activities. Therefore, for awards with an approved budget where the federal share is greater than the simplified acquisition threshold (currently

$250,000), you may not transfer funds among direct cost categories, programs, functions, or activities without prior written approval from FEMA where the cumulative amount of such transfers exceeds or is expected to exceed ten percent (10%) of the total budget FEMA last approved.

For purposes of awards that support both construction and non-construction work, FEMA is utilizing its discretion under 2 C.F.R. section 200.308(h)(5) to require the recipient to obtain prior written approval from FEMA before making any fund or budget transfers between the two types of work.

You must report any deviations from your FEMA approved budget in the first Federal Financial Report (SF-425) you submit following any budget deviation, regardless of whether the budget deviation requires prior written approval.

Article L - Indirect Cost Rate

2 C.F.R. section 200.211(b)(15) requires the terms of the award to include the indirect cost rate for the federal award. If applicable, the indirect cost rate for this award is stated in the budget documents or other materials approved by FEMA and included in the award file.

Article LI - Operation Stonegarden Program Hold

The recipient is prohibited from drawing down OPSG funding under this award or reimbursing OPSG subrecipients of this award until each unique, specific, or modified county level, tribal, or equivalent Operations Order or Fragmentary Order (FRAGO) has been reviewed by FEMA/GPD and Customs and Border Protection/United States Border Patrol (CBP/USBP). The recipient will receive the official notification of approval from FEMA/GPD.

Article LII - OPSG Program Performance Goal

In addition to the Biannual Strategy Implementation Report (BSIR) submission requirements outlined in the Preparedness Grants Manual, recipients must demonstrate how the grant-funded project addressed the core capability gap associated with this project and identified in the Threat and Hazard Identification and Risk Analysis (THIRA) or Stakeholder Preparedness Review (SPR) or sustains existing capabilities as applicable. The capability gap reduction or capability sustainment must be addressed in the Project Description of the BSIR for each project.

Article LIII - Funding Hold: SHSP National Priorities

FEMA has placed a funding hold on the following investments under the national priority areas, and $180,728.41 of SHSP funds is on hold in the FEMA financial systems. Until the hold is released, the recipient is prohibited from drawing down funds or reimbursing subrecipients, and the subrecipients are prohibited from obligating or expending SHSP funds, for the costs or activities identified below. The hold only applies to the amount of funds identified for each SHSP investment under the national priority areas below. To release this hold, additional information is required for the investments identified below which must be submitted in the December 2023 Biannual Strategy Implementation Report (BSIR).

1. Soft Targets and Crowded Places; $180,728.41

If you have questions about this funding hold or believe it was placed in error, please contact the DHS/FEMA Headquarters Preparedness Officer.

Article LIV - Funding Hold: UASI National Priorities

FEMA has placed a funding hold on the following investments under the national priority areas, and $187,500 of UASI funds is on hold in the FEMA financial systems. Until the hold is released, the recipient is prohibited from drawing down funds or reimbursing subrecipients, and the subrecipients are prohibited from obligating or expending UASI funds, for the costs or activities identified below. The hold only applies to the amount of funds identified for each UASI investment under the national priority areas below. To release this hold, additional information is required for the investments identified below which must be submitted in the December 2023 Biannual Strategy Implementation Report (BSIR).

Seattle Urban Area

1. Soft Targets and Crowded Places; $187,500

If you have questions about this funding hold or believe it was placed in error, please contact the DHS/FEMA Headquarters Preparedness Officer.

BUDGET COST CATEGORIES

Personnel	$547,241.00
Fringe Benefits	$199,741.00
Travel	$20,976.00
Equipment	$0.00
Supplies	$9,218.00
Contractual	$13,127,575.00
Construction	$0.00
Indirect Charges	$105,696.00
Other	$0.00

Obligating Document for Award/Amendment

1a. AGREEMENT NO.	2. AMENDMENT NO.	3. RECIPIENT NO.	4. TYPE OF ACTION	5. CONTROL NO.
EMW-2023-SS-00063-S01	***	916001095G	AWARD	WX05650N2023T , WX05652N2023T , WX05651N2023T

6. RECIPIENT NAME AND ADDRESS	7. ISSUING FEMA OFFICE AND ADDRESS	8. PAYMENT OFFICE AND ADDRESS
Washington Military Department Building 20 Camp Murray, WA, 98430 - 5122	FEMA-GPD 400 C Street, SW, 3rd floor Washington, DC 20472-3645 POC: 866-927-5646	FEMA Finance Center 430 Market Street Winchester, VA 22603

9. NAME OF RECIPIENT PROJECT OFFICER	PHONE NO.	10. NAME OF FEMA PROJECT COORDINATOR
Gail Cram	2535127472	Central Scheduling and Information Desk Phone: 800-368-6498 Email: Askcsid@dhs.gov

11. EFFECTIVE DATE OF THIS ACTION	12. METHOD OF PAYMENT	13. ASSISTANCE ARRANGEMENT	14. PERFORMANCE PERIOD	
			From:	**To:**
09/11/2023	PARS	Cost Reimbursement	09/01/2023	08/31/2026
			Budget Period	
			09/01/2023	08/31/2026

15. DESCRIPTION OF ACTION
a. (Indicate funding data for awards or financial changes)

PROGRAM NAME ACRONYM	CFDA NO.	ACCOUNTING DATA (ACCS CODE) XXXX-XXX-XXXXXX-XXXXX-XXXX-XXXX-X	PRIOR TOTAL AWARD	AMOUNT AWARDED THIS ACTION + OR (-)	CURRENT TOTAL AWARD	CUMULATIVE NON-FEDERAL COMMITMENT
Homeland Security Grant Program	97.067	2023-FA-GG01-P410- -4101-D	$0.00	$6,190,947.00	$6,190,947.00	See Totals
Homeland Security Grant Program	97.067	2023-FA-GG02-P410- -4101-D	$0.00	$1,569,500.00	$1,569,500.00	See Totals
Homeland Security Grant Program	97.067	2023-FA-GH01-P410- -4101-D	$0.00	$6,250,000.00	$6,250,000.00	See Totals
			$0.00	**$14,010,447.00**	**$14,010,447.00**	**$0.00**

b. To describe changes other than funding data or financial changes, attach schedule and check here.
N/A

16 a. FOR NON-DISASTER PROGRAMS: RECIPIENT IS REQUIRED TO SIGN AND RETURN THREE (3) COPIES OF THIS DOCUMENT TO FEMA (See Block 7 for address)
Homeland Security Grant Program recipients are not required to sign and return copies of this document. However, recipients should print and keep a copy of this document for their records.
16b. FOR DISASTER PROGRAMS: RECIPIENT IS NOT REQUIRED TO SIGN
This assistance is subject to terms and conditions attached to this award notice or by incorporated reference in program legislation cited above.

17. RECIPIENT SIGNATORY OFFICIAL (Name and Title)	DATE
Gail Cram,	Wed Sep 27 21:07:31 UTC 2023
18. FEMA SIGNATORY OFFICIAL (Name and Title)	DATE

PAMELA SUSAN WILLIAMS,	Mon Sep 11 13:23:50 UTC 2023

WORK PLAN
FFY23 Homeland Security Grant Program (HSGP)
Operation Stonegarden (OPSG)

OPSG supports enhanced cooperation and coordination among Customs and Border Protection (CBP), United States Border Patrol (USBP), and federal, state, local, tribal, and territorial law enforcement agencies to improve overall border security. OPSG provides funding to support joint efforts to secure the United States' borders along routes of ingress/egress to and from international borders, to include travel corridors in states bordering Mexico and Canada, as well as states and territories with international water borders. SLTT law enforcement agencies utilize their own law enforcement authorities to support the border security mission and do not receive any additional authority as a result of participation in OPSG.

Per the Manual, responsibilities of the Subrecipient include:

- Conduct operations on an as-needed basis throughout the length of the grant performance period.
- Integrate law enforcement partners from contiguous counties and towns into their tactical operations to expand the layer of security beyond existing areas.
- Ensure all required reports, including reports from friendly forces, are submitted to Border Patrol and the State Administrative Agency (SAA), when applicable, in the proper format and within established timeframes.
- Ensure applicable OPSG derived data and applicable intelligence is shared with the designated fusion center in the state or high-risk urban areas.
- Request instruction and information from the SAA, when applicable, and/or Border Patrol and other Federal law enforcement agencies regarding techniques, methods, and trends used by transnational criminal organizations in the area.
- Provide the SAA and Border Patrol a single point of contact that maintains subject-matter expertise in OPSG who can coordinate, collect, and report operational activities within the established reporting procedures.
- Assist as required with the coordination, management, and operational aspects of the grant.

BUDGET

FFY23 Homeland Security Grant Program (HSGP)
Operation Stonegarden (OPSG)

The Budget consists of the 23OPSG Operation Order Approval Letter and the Price Act Waiver (PAW) Approval Letter addressed to Adjutant General Daugherty on behalf of the Subrecipient.

- Expenditures more than the approved personnel cap waiver amount will not be reimbursed until a Fragmentary Operations Order (FRAGO) and a revised waiver letter is received by FEMA.

- A current approved Indirect Cost Rate Agreement must be provided to the SAA prior to requesting reimbursement of indirect costs. If the approved Indirect Cost Rate Agreement is updated, the updated Agreement must be submitted to the SAA before costs will be reimbursed.

- OPSG funds shall not be used to supplant inherent routine patrols and law enforcement operations or activities not directly related to providing enhanced coordination between local, state, tribal, and Federal law enforcement agencies.

- All budget modifications require an approved FRAGO before any funds can be obligated. In addition to the approved FRAGO, cumulative transfers between budget categories more than 10% of the Grant Agreement amount will not be reimbursed without prior written authorization from the Department which includes a budget amendment.

U.S. Department of Homeland Security
Washington, DC 20472

FEMA

March 8, 2024

Ms. Sierra Wardell
Financial Operations Section Manager
Washington Military Department Emergency Management Division
TA-20 Building 20
Camp Murray, Washington 98430

Dear Ms. Wardell:

Based on the Department of Homeland Security, Federal Emergency Management Agency's (FEMA) Operation Stonegarden Grant Program (OPSG) guidelines and special conditions associated with this program, the below referenced Operations Order as submitted is approved:

Operations Order No: 24-BLWBLW-10-006 V0
Fiscal Year: 2023
Amount Approved: $150,000.00
Operations Order Dates: 9/1/2023 to 8/31/2026
Sub-Recipient: Clallam County, Washington

Expenditures from the Operations Order (OPORD) that were reviewed and approved by FEMA and U.S. Customs and Border Protection/Border Patrol (CBP) are outlined below. These expenses will assist the County in conducting border centric, intelligence driven operations with the goal of reduction or elimination of threat, risk and vulnerability along our Nation's borders. Please see below for all approved costs for this OPORD, and refer to the OPORD for specific items.

Category	Amount
Overtime:	$64,199.25
Fringe:	$15,425.06
Equipment:	$45,000.00
Fuel:	$3,714.75
Maintenance:	$0.00
Mileage:	$5,190.25
Travel:	$0.00
County M&A:	$7,300.00
State M&A:	$3,750.00
Indirect Costs:	$5,420.69
Total	$150,000.00

Note: while this approval includes $45,000.00 for equipment, an sUAS waiver is still required to be submitted by the grantee and approved by FEMA before the actual purchase of the sUAS can occur.

Please find the below special conditions associated with OPSG and retain this letter for your grant files. If you have any questions, please feel free to contact me at (202) 786-9625.

Sincerely,

Dale P. Finney

Dale P. Finney
Preparedness Officer
U.S. Department of Homeland Security
Federal Emergency Management Agency
Grant Programs Directorate

Cc: U.S. Customs and Border Protection/ Border Patrol

The following Special Conditions are associated with this Operation Stonegarden award:

1. Construction and construction-type activities are prohibited.
2. Lethal or less than lethal forces including, but not limited to: weapons, firearms, ammunition and tasers are prohibited.
3. Per the *Personnel Reimbursement for Intelligence Cooperation and Enhancement (PRICE) of Homeland Security Act* (Public Law 110-412), the sum of all personnel related expenses shall not exceed 50% of the recipient's allocation without first obtaining a waiver from the FEMA Administrator.
4. All participating agencies shall monitor, review and track expenditures of OPSG funds under individual Operations Orders issued. Participating agencies shall not obligate, and/or encumber OPSG grant funds beyond the total of their allocation issued by FEMA.
5. The Operations Order has been reviewed and approved under the Environmental and Historic Preservation Program (EHP) guidelines as being categorically excluded from further EHP review.
6. Recipients must submit a letter of justification for all proposed vehicles or equipment items in excess of $100,000. This justification will be reviewed by CBP and FEMA.

U.S. Department of Homeland Security
Washington, DC 20472
www.fema.gov

FEMA

March 8, 2024

Ms. Sierra Wardell
Financial Operations Section Manager
Washington Military Department Emergency Management Division
TA-20 Building 20
Camp Murray, Washington 98430

Dear Ms. Wardell:

The Federal Emergency Management Agency, Grant Programs Directorate has reviewed the request submitted by the Washington Military Department Emergency Management Division to waive the 50 percent Personnel Cap imposed by Section 2008 of the *Homeland Security Act of 2002*, Public Law 107-296, as amended (6 U.S.C. § 609). The following counties/subrecipients have requested to expend up to 85% of their total fiscal year (FY) 2024 Operation Stonegarden (OPSG) allocations, Award # EMW-2023-SS-00063 on operational overtime and related personnel costs:

County/Subrecipient	FY 2023 OPSG Allocation	85% P-Cap Maximum
Adams County Sheriff's Office	$92,625.00	$78,731.25
Clallam County Sheriff's Office	$146,250.00	$124,312.50
Ferry County Sheriff's Office	$82,387.50	$70,029.38
Island County Sheriff's Office	$97,500.00	$82,875.00
Lower Elwha Klallam Tribe	$73,125.00	$62,156.25
Makah (Neah Bay) Tribe	$73,125.00	$62,156.25
Nooksack Indian Tribe	$96,525.00	$82,046.25
Okanogan County Sheriff's Office	$97,500.00	$82,875.00
Pend Oreille Department of EM	$146,250.00	$124,312.50
Quileute (La Push) Tribe	$48,750.00	$41,437.50
San Juan County Sheriff's Office	$97,500.00	$82,875.00
Spokane County DEM	$117,975.00	$100,278.75
Stevens County Sheriff's Office	$146,250.00	$124,312.50
Swinomish Indian Tribal Community	$43,875.00	$37,293.75
Whatcom County Sheriff's Office	$170,625.00	$145,031.25

This request is consistent with the terms and conditions of the grant award and is necessary for the continued success of border security operations. This request is approved pursuant to the waiver authority provided by 6 U.S.C § 609(b)(2)(B).

As a reminder, if any subrecipient's approved or initial revised budget will exceed 85% in personnel costs, they are required to submit a waiver request as described in section III.C.3 of Information Bulletin #421b. Please contact Acting Section Chief Dale P. Finney at dale.finney@fema.dhs.gov if you have any questions.

Sincerely,

Stacey N. Street
Director
Office of Grants Administration

Cc: Willie Nunn, Regional Administrator, Region X
TeNeane P. Bradford, Ph. D., Deputy Director, Office of Grants Administration
Kerry L. Thomas, Director, Homeland Security Programs Division
Patrick Marcham, Grants Division Director, Region X
Alexander R. Mrazik, Jr., Branch Chief, Homeland Security Programs Division
Mark Silveira, Branch Chief, Homeland Security Programs Division
Dale P. Finney, Acting Section Chief, Homeland Security Programs Division

TIMELINE

FFY23 Homeland Security Grant Program (HSGP)
Operation Stonegarden (OPSG)

Clallam County Sheriff's Office

Date	Task
September 1, 2023	Grant Agreement Start Date
March 8, 2024	Operations Order approved by FEMA
July 1, 2024	Estimated date work will begin
October 31, 2024	Submit Reimbursement Request and Progress Report
January 31, 2025	Submit Reimbursement Request and Progress Report
April 30, 2025	Submit Reimbursement Request and Progress Report
July 31, 2025	Submit Reimbursement Request and Progress Report
October 31, 2025	Submit Reimbursement Request and Progress Report
January 31, 2026	Submit Reimbursement Request and Progress Report
February 28, 2026	In collaboration with U.S. Border Patrol, assess status of award. Determine if additional time is needed to complete operations and/or if there is a need to submit a FRAG Order changing the approved Operations Order.
July 31, 2026	Grant Agreement End Date. All work ceases.
September 15, 2026	Submit Final Reimbursement Request and Closeout Report. *Reports are due before final invoice will be reimbursed.*

Grant Performance Period: September 1, 2023 - August 31, 2026

BUILD AMERICA, BUY AMERICA ACT SELF-CERTIFICATION

The undersigned certifies, to the best of their knowledge and belief, that:

The Build America, Buy America Act (BABAA) requires that no federal financial assistance for "infrastructure" projects is provided "unless all of the iron, steel, manufactured products, and construction materials used in the project are produced in the United States." Section 70914 of Public Law No. 117-58, §§ 70901-52.

The undersigned certifies that for the Insert Project Name and Location that the iron, steel, manufactured products, and construction materials used in this contract are in full compliance with the BABAA requirements including:

1. All iron and steel used in the project are produced in the United States. This means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
2. All manufactured products purchased with FEMA financial assistance must be produced in the United States. For a manufactured product to be considered produced in the United States, the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55% of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation.
3. All construction materials are manufactured in the United States. This means that all manufacturing processes for the construction material occurred in the United States.

"The [Contractor or Subcontractor], _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the [Contractor or Subcontractor] understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any."

_____

Signature of [Contractor's or Subcontractor's] Authorized Official

Enter Name and Title

Name and Title of [Contractor's or Subcontractor's] Authorized Official

10

AGENDA ITEM SUMMARY

APR 2 9 2024

(Must be submitted NLT 3PM Wednesday for next week agenda)

3b

Department: Sheriff's Office

WORK SESSION ☒ **Meeting Date: April 29, 2024**

REGULAR AGENDA ☒ **Meeting Date: April 30. 2024**

Required originals approved and attached? ☒
Will be provided on:

Item summary:

- ☐ Call for Hearing
- ☐ Contract/Agreement/MOU
- ☒ Resolution
- ☐ Proclamation
- ☐ Budget Item
- ☐ Draft Ordinance
- ☐ Final Ordinance
- ☒ Other RFP/Q Publication

Documents exempt from public disclosure attached: ☐

Executive summary:

The Emergency Management Division of the Sheriff's Office was awarded $125,000 from the USDA under its 2022 Community Wildfire Defense Grant Program. The Sheriff's Office is seeking a consultant to advise on creating a Community Wildfire Protection Plan for the County using this grant. This necessitates the publishing & advertising of an RFP/Q informational packet approved by the BOCC.

Budgetary impact: ☒ **No Budget Impact**

Recommended action: Approval of the RFP Notice.

County Official signature & print name: Undersheriff Lorraine Shore for Sheriff King

Name of Employee/Stakeholder attending meeting: Diane Harvey

Relevant Departments: Sheriff's Office
Date submitted: 04/17/24

REQUEST FOR PROPOSALS/QUALIFICATIONS

The Board of Commissioners is seeking proposals from interested parties to provide professional services related to the development and completion of a Community Wildfire Protection Plan. Applicants should have experience with wildfire planning, modeling, conducting wildfire risk assessments, drafting CWPPs, fuel treatment planning, development regulations, and relevant RCWs.

Sealed proposals must be received at the Board of County Commissioners by 9:30 a.m., June 4, 2024, whether by mail or hand delivery.

The sealed proposals must be clearly marked on the outside of the envelope, "Proposal – Community Wildfire Protection Planning" The address for submitting proposals by US mail is: Clallam County Board of County Commissioners, 223 East 4th Street, Suite 4, Port Angeles, Washington 98362. Proposals may also be hand-deliver to the above referenced address at Room 150 (County Commissioner's Office). Documents delivered to other offices and received late by the Board of County Commissioners will not be considered nor will ones received by facsimile or e-mail. Submittals made in an incorrect format will not be considered.

An informational packet on preparing a proposal may be obtained Monday through Friday, from 8 a.m. to 4:30 p.m., from the Sheriff's Department, 223 East 4th Street, Suite 12, Port Angeles, Washington 98362, by calling 360.417.2520 or emailing diane.harvey@clallamcountywa.gov, or from the www.clallamcountywa.gov home page under the Bid Opportunities tab.

Clallam County hereby notifies all that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises as defined in Title VI of the Civil Rights Act of 1964 at 49 CFR Part 23 will be afforded full opportunity to submit proposals in response to this invitation and will not be discriminated against on the grounds of race, color, national origin, or sex in consideration for an award. Clallam County is an Equal opportunity and Affirmative Action Employer. Minority and women-owned firms are strongly encouraged to submit proposals.

PASSED this _____ day of _____, 2024

ATTEST:

BOARD OF CLALLAM COUNTY COMMISSIONERS

_____
Loni Gores, Clerk of the Board

_____
Mike French, Chair

Publish: May 3, 2024 & May 10, 2024
Bill: Sheriff's Office

CLALLAM COUNTY, WA

223 East 4th Street, Suite 4
Port Angeles, WA 98362-3015

Request for Proposals:
Community Wildfire Protection Plan Development

Clallam County, a municipal corporation of the State of Washington, is currently seeking proposals from qualified consultants to develop a substantial update to its 2009 Community Wildfire Protection Plan (CWPP). This project is being treated as the creation of a new CWPP, although certain parts of the 2009 CWPP may be utilized and updated. The County applied for and was awarded a $125,000 Community Wildfire Defense Grant from the USDA to develop and create the CWPP.

Scope of Work

The CWPP project will consist of a variety of collaborative localized activities that will attempt to reach and positively impact as many of our community members as possible. The consultant will work with and advise a newly formed Steering Committee in connection with the following tasks: (1) community stakeholder outreach, education and input; (2) climate change analysis to better predict wildfire risk; (3) extensive hazard risk assessment to identify Wildland Urban Interface (WUI) areas and neighborhoods with vulnerable populations that may face wildfire risk; (4) development of applicable building codes, zoning ordinances to mitigate fire risk; (5) understanding the effects of smoke in our County and devising effective ways to combat it; (6) determination of places in the County where vegetative management is needed to best reduce fire risk; (7) working with the Steering Committee comprised of state and local foresters, land managers, fire service, emergency managers, and planners to identify opportunities to use prescribed fire or other means to mitigate wildfire risk and improve forest health; (8) assessing whether our current fire response can be improved; (9) outlining recovery efforts needed for future wildfires and (10) creating an action plan that identifies short-term and long-range goals depending on the capabilities of the community and the prioritization of risk identified.

The County seeks to have the consultant provide professional services to:

- facilitate the CWPP planning process;
- create a CWPP consistent with the standards set forth by the Healthy Forest Restoration Act and the State of Washington;
- advise the Steering Committee on public engagement strategies and develop a public outreach campaign. This will include in-person public meetings or events and other public engagements methods as agreed upon by the Steering Committee;
- identify and prioritize areas of hazardous fuel reduction treatments and list methods of treatments intended to protect at risk communities and essential infrastructure;

- recommend measures for landowners/homeowners and communities intended to reduce ignitability;
- lead meetings and collaboration including in-person meetings and regular virtual meetings or conference calls with the Steering Committee;
- regularly engage the CWPP Steering Committee to maintain progress and achieve a timely completion of the project;
- utilize GIS analysis and data to examine wildfire risk and vulnerability;
- assist the county in defining and mapping the WUI and creating a base map;
- analyze and identify priority areas of significant wildfire risk;
- assist the Steering Committee in better understanding the effects of smoke in our County;
- recommend ordinance provisions to mitigate fire risk and assist with the compliance of WUI code recently adopted by WA State;
- analyze the wildfire risk data available, examine wildfire conditions, and assess wildfire hazard vulnerability and risk;
- update the narrative components of the CWPP where applicable;
- look at previous wildfire mitigation projects and implementation strategies and help the Steering Committee develop new projects and strategies;
- update the wildfire history, socioeconomics, and current conditions of Clallam County;
- lead the Steering Committee in discussions regarding fire protection districts and capabilities within Clallam County;
- produce summaries, maps, visuals, presentations, or other materials to assist Clallam County in public outreach efforts;
- document the participation by the Steering Committee, fire protection districts, federal and state agencies, and the public;
- guide the Steering Committee in acquiring the necessary signatures and approvals;
- prepare the final documents of the CWPP to meet professional standards and provide all deliverables to Clallam County.

We expect our new CWPP will address all of the following strategies/management actions identified in the National Cohesive Wildland Fire Management Strategy and Washington State's Strategic Plan:

- Prescribed fire strategy
- Reduction of intentional ignitions
- Preparation for large, long duration wildfire
- Protection of structures and the targeting of landscape fuels
- Target ignition prevention
- Fuels treatment using mechanical, biological or other non-fire methods
- Home and community preparedness
- Developing building codes to support fire adaptation
- Post-recovery planning from wildland fires

The following are expected qualitative outcomes from the project:

- results from an on-line public survey will be collated and reviewed by the Project Steering Committee and our hired consultants;
- comments from all public outreach meetings/workshops will be collected and reviewed by the Project Steering Committee and our hired consultants;
- collected views of partner/stakeholders from our operational areas and members of the Project Steering Committee will be compiled and utilized by our hired consultants in drafting the CWPP and developing mitigation projects that will be part of the CWPP. It is expected that a wide range of topics would be addressed in these viewpoints, including identification of WUI areas in the County, vegetative management recommendations, how to improve response time, how best to provide education to the public on wildfire risk, starting up a formal wildfire assessment program for residents of the County, reviewing our building codes to better mitigate wildfire risk in our community, understanding the recent legislative and policy efforts by Washington State to develop land use measures for fire adaption, post-recovery planning from wildland fires, how best to reach out to neighborhoods at risk for wildland fires, especially neighborhoods with proportionally high vulnerable populations and how to reduce intentional ignitions;
- creation of a permanent group to sustain the CWPP in the future and work on future mitigation projects grant funding opportunities and public education.

The following are expected quantitative outcomes from the project:

- develop wildfire data analyzing the following six factors: fuels, slope, aspect, climate, response time, and viewshed;
- compile ordinance provisions that support fire adaption, including reviewing other similar counties' roof code provisions, zoning provisions and WUI ordinances;
- vegetative management analysis and proposals for at-risk neighborhoods.

This project will be accomplished over a twenty-month period (**May 2024 – January 2026**) through the following process:

1. Request for Proposal For Consultant/Consultant Retained/Data Collection and Document Review/Modeling/Engagement Strategy Created - Consultant will collect data to create Wildfire Hazard and Risk Assessment, including identifying WUI areas using the Washington wildland urban interface map, modeling local fire behavior, demographics will be reviewed, climate change data will be examined. An engagement strategy will be created by the consultant. The Consultant will create a GIS base map. Gaps will be identified by consultant after reviewing the 2009 Clallam County CWPP.
2. Steering Committee Creation – Comprised of County and City representatives, Fire District representatives, tribal representatives and others who have expertise in addressing wildland fire risk; state and federal representatives (i.e., DNR, Park Service, USDA Forest Service) will be invited to meetings and provided opportunities for input

into the process. The Steering Committee will exist for the duration of the entire CWPP update.

3. Steering Committee Meetings/Stakeholder Engagement and Outreach/Consultant Recommendations/Proposals for Community Priorities – public survey, various in-person meetings in each of the County's five operational areas, Steering Committee meetings (monthly), a booth at the County's Public Safety Fair to solicit public input, Public Hearing in front of the Clallam County Board of Commissioners with the opportunity for public comment.
4. Draft CWPP, including community priorities such as prioritized hazardous fuel reduction treatment recommendations that will protect at-risk communities and essential infrastructure, treatment of structural ignitability measures for homeowners and the community at large, a mitigation/protection plan, updated evacuation plans, smoke impact analysis and adaptation proposals, proposed land use codes for fire adaptation, post-recovery planning for wildfire events. Public comment period of finalized CWPP. Obtain support for Plan by applicable State and Federal representatives (i.e. DNR, National Park Service, USDA Forest Service) Steering Committee will continue to meet as needed.
5. Adoption of the CWPP by WA State Forester/ Adoption of CWPP by Clallam BOCC/local fire departments.

Background

Clallam County is a mostly rural, Northwest Washington community with nearly 100 miles of coastal shoreline nestled against an abundance of mountainous forest lands much within the Olympic National Park and Olympic National Forest. Clallam County has a total area of 2,671 square miles, of which 1,738 is land and 932 square miles is water. Clallam County is subject to frequent occurrences of many natural hazards such as flooding, severe storms, riverine and coastal hazards, landslides, and erosion, and is at increasing risk for drought and Wildland fire.

Eligible Proposers

Proposals will be accepted from individuals, organizations (profit or non-profit), or other collaborative arrangements that:

a. Are qualified to conduct business in the State of Washington and Clallam County.
b. If a corporation or limited liability company, it must be in good standing with the Washington Secretary of State.
c. Possess knowledge sufficient to perform professional services to develop and create a CWPP.

Source of Funds and Budget

Funding for developing the work program and schedule identified in the Scope of Work will be provided through the USDA Community Wildfire Defense Grant Program and up to $125,000 is available from this grant for professional services related to this project.

E. Preliminary Schedule

Event	Date
Release of Request for Proposals	May 3, 2024
Questions about Proposals Due	May 17, 2024
Written Responses Posted	May 20, 2024
Proposals Due	June 4, 2024 prior to 9:30 AM
Bids Opened	June 4, 2024 at 10 AM BOCC Regular Meeting
Finalist Selections	June 5, 2024
Finalist Interviews	June 6th or June 7th, 2024
Finalist Selection	June 10, 2024

Deadline for Submission of Proposals

The original proposal must be provided in a sealed envelope containing a proposal no greater than thirty (30) pages in length via US mail or physical drop off and must be received by 9:30 A.M., on June 4, 2024 at the office of the Board of County Commissioners located at:

223 E. 4th Street, Suite 4,
Port Angeles, WA 98362

Timely submission of proposals is the sole responsibility of the proposer. The County reserves the right to determine the timeliness of all submissions. Late proposals will not be reviewed. All proposals received after the deadline will be returned unopened.

Proposal Requirements, Evaluation Factors, and Selection Process

Any questions regarding the RFP must be submitted to the Clallam County Sheriff's Office via email. Questions will be posted with responses and shared with all parties expressing interest in the proposal. Address email questions to: diane.harvey@clallamcountywa.gov

The following outlines the proposal requirements, evaluation criteria, and the selection process. Submission of a proposal pursuant to this RFP shall constitute acknowledgement and acceptance of the terms and conditions set forth herein. Portions of the RFP and the contents of the proposal submitted by the successful proposer may become contractual obligations if an agreement is awarded. Failure of the successful proposer to accept these obligations may result in cancellation of the award. The County reserves the right to withdraw this RFP at any time without prior notice. All proposals submitted in response to the RFP become the property of the County and will be a public record after the selection process is completed.

Each proposal shall be submitted to the County must contain the following in this order:

1. Cover Letter for the Proposal
A cover letter must be submitted with the proposal. The cover letter should be limited to one page and must include name, address, and the name, telephone number, number, and e-mail address of the person(s) authorized to represent the entity on all matters relating to the RFP and any contract awarded pursuant to this RFP. A person authorized to bind the proposer to all commitments made in the proposal must sign the letter.

2. Proposer Experience
Each proposer shall furnish a narrative supported by relevant data regarding experience with similar projects for the firm, and for the individuals who will be assigned to work on this account. Each proposer shall also furnish a list of up to five references/clients including names, addresses, phone numbers, and principal contacts in which the proposer has provided similar CWPP services.

3. Providing Services to Meet Goals & Objectives
Each proposer shall furnish a narrative of how the Individual/firm will provide services to meet the County's Scope of Work.

4. Projected Costs and Proposed Services
Each proposer shall provide a detailed matrix of estimated costs to provide the expected services, including number of billable hours and hourly rate of all named team members. Such costs should be presented in a budget format that itemizes actual expenses for addressing the tasks described in the Scope of Work.

Proposal Evaluation and Selection Process

All proposals will be judged by demonstrated success, quality of work, experience with communities similar in characteristic, inclusion of local qualified professional in the scope of work, and budget. Any incomplete proposals will be disqualified. Proposers from any previous RFP process are encouraged to partner with one another to demonstrate a more competitive proposal.

Proposer qualifications, experience, and demonstrated ability.	30 points
Demonstration of an engagement strategy that includes measures to ensure equity and community participation	20 points
Cost reasonableness, appropriateness, and necessity as compared to all other proposals to provide the services proposed within the Scope of Work	20 points
Quality and responsiveness of proposal to the Scope of Work detailed in this RFP	30 points

The County will conduct a preliminary evaluation of all proposals by the deadline to determine compliance with proposal requirements and mandatory document submissions. The County reserves the right to request additional information to clarify the content of a proposal.
All proposals shall be reviewed to determine that the minimum eligibility requirements have been met. Ineligible proposers will be informed in writing.
Proposals shall be evaluated per the above categories, scored, and ranked, and may include consideration of any or all the listed factors at the County's discretion.
The County at its sole discretion reserves the right to accept or reject any or all proposals.

Contract Award Process

County Staff will review the applications and based on the evaluation criteria listed above, select one or more proposers to recommend to the Board of County Commissioners. The Board of County Commissioners will approve the recommendation unless it determines staff has not properly applied the above evaluation criteria. In that case, the Board of County Commissioners shall return the recommendation to staff with instructions to re-evaluate the proposals.
The proposer(s) selected to perform the services outlined in this RFP will enter into an agreement, approved as to form by the County Attorney, directly with Clallam County.
The County reserves the right to verify the information received in the proposal. If the proposer knowingly and willfully submits false information or data, the County reserves the right to reject that proposal. If it is determined that an agreement was awarded as a result of false statements, or other data submitted in response to this RFP, the County reserves the right to terminate the agreement.

Non-Discrimination and Equal Opportunity

Clallam County complies with state and federal laws prohibiting discrimination on the basis of any protected status. In accordance with Section 504 of the Rehabilitation Act and the Americans with Disabilities Act, the County commits to nondiscrimination on the basis of disability in all of its programs and activities. In accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 USC §2000d to 2000d-4) and the Regulations, the County will affirmatively ensure that in this RFP process and in any contract entered into pursuant to this RFP, disadvantaged business enterprises will be afforded full and fair opportunity and will not be discriminated against on the grounds of race, color, national origin, or sex in consideration for an award. Women- and minority-owned business enterprises and veteran-owned firms are encouraged to respond to this opportunity.

Contractual Terms and Conditions

The successful Proposer will be expected to execute a contract with Clallam County on a form that is approved by the County Attorney. A sample of the County's "Personal Services Contract" is attached and may be modified at the County's discretion or as negotiated between the County and selected Proposer. The Proposer's standard contract may be used with preapproval by the County's Attorney. If Proposer's proposal is incorporated by reference into the executed contract, the terms and conditions of the contract will have priority over any potentially contradictory language in the proposal. The County anticipates a contract through January 2026 with no automatic renewal. However, options for extensions may be negotiated. The County

reserves the right to negotiate all elements with the apparent successful Proposer to ensure that the best possible consideration is afforded to all concerned. County representatives and the selected finalist will review in detail all aspects of the requirements and the proposal. During the review the Proposer may offer, and the County may accept, revisions to the proposal.

AGENDA ITEM SUMMARY

(Must be submitted NLT 3PM Wednesday for next week agenda) APR 29 2024

Department: Sheriff's Office

WORK SESSION ☒ **Meeting Date: April 29, 2024**

REGULAR AGENDA ☐ **Meeting Date:**

Required originals approved and attached? ☐
Will be provided on:

Item summary:

☐ Call for Hearing
☐ Contract/Agreement/MOU - Contract #
☐ Resolution
☐ Proclamation
☐ Budget Item
☐ Draft Ordinance
☐ Final Ordinance
☒ Other Seeking BOCC authority to apply for equipment grant

Documents exempt from public disclosure attached: ☐

Executive summary: The Sheriff's Office would like to seek federal funding under the FY24 National Criminal History Improvement Program to obtain two Live Scan fingerprint machines to replace outdated equipment purchased in 2010. We are seeking grant funding of $41,822. This is a no match grant.

Budgetary impact: (Is there a monetary impact? If so, are funds for this already allocated or is a budget change necessary? If this is a contract and a budget change is necessary, the budget change form must be submitted with the item at work session and for the regular agenda) **If a budget action is required, has it been submitted and a copy attached?** ☒ **No Budget Impact**

Recommended action: (Does the Board need to act? If so, what is the department's recommendation?)
BOCC approval.

County Official signature & print name: Sheriff Brian King

Name of Employee/Stakeholder attending meeting: Chief Civil Deputy Beth Waknitz

Relevant Departments: Sheriff's Office
Date submitted: 04/24/24

Clallam County
Grant Application Information

DEPARTMENT: **Sheriff's Office**

DATE SUBMITTED TO W/S: **04/24/24**

GRANT NAME: **BJS FY24 National Criminal History Improvement Program**

APPLICATION DEADLINE: **05/13/24**

ISSUING AGENCY: **US Department of Justice**

IS THIS A RENEWAL? **No**

LENGTH OF GRANT: **One year**

RENEWAL POSSIBLE? **No**

TOTAL AWARD: **$41,822**

ANNUAL AMOUNT: **$41,822**

MATCH REQUIRED? **No**

MATCH AMOUNT: **0**

DESCRIPTION OF GRANT AND PURPOSE: The purpose of this grant is to fund projects that improve the accuracy, utility and interstate accessibility of criminal history and related records in support of a national record keeping system, including name and fingerprint based criminal history background checks.

EXPLAIN HOW THIS GRANT WILL BE USED FOR THE GOOD OF CLALLAM COUNTY CITIZENS: This grant will be used to purchase two live scan fingerprint machines to replace outdated equipment. This new equipment will improve timeliness, accuracy and completeness of records.

DOES THE GRANT ACTIVITY FURTHER THE DEPARTMENT'S MISSION OR CORE FUNCTIONS? HAS IT BEEN A PART OF LONG TERM DEPARTMENT OR COUNTY GOALS? This grant supports the Civil Division that uses a live scan device for concealed pistol licenses and other civil matters and the Criminal Division which uses the live scan device for criminal bookings.

DOES THE GRANT ACTIVITY INCREASE AN EXISTING SERVICE OR ADD A NEW SERVICE? TO WHAT DEGREE? IF THE GRANT WERE NOT AVAILABLE, WOULD THE SERVICE HAVE BEEN NECESSARY? No.

WHAT MEASUREMENTS (PERFORMANCE MEASURES) WILL BE USED TO EVALUATE THE SUCCESS OF THE ACTIVITIES PROVIDED BY THE GRANT? WILL PERFORMANCE MEASURES BE DEVELOPED? This equipment will increase the efficiency of our staff and is expected to lessen the computer software errors that occur when using the older equipment.

DOES THE GRANT ACTIVITY CREATE A NEW SERVICE OR LEVEL OF SERVICE WHICH IS EXPECTED TO BE CONTINUED FROM LOCAL FUNDING AT THE END OF THE GRANT PERIOD? No.

IF MATCHING FUNDS ARE REQUIRED, WHERE WILL THEY COME FROM? DOES THE DEPARTMENT HAVE EXISTING RESOURCES TO COVER MATCH REQUIREMENTS? FROM WHERE? No matching funds are required.

WILL THE ACTIVITY IN THIS GRANT HAVE IMPACTS ON OTHER DEPARTMENTS? HAS THIS BEEN DISCUSSED? DO OTHER DEPARTMENTS HAVE SUFFICIENT RESOURCES TO DEAL WITH ADDITIONAL IMPACTS? No.

WILL NEW POSITIONS BE ADDED? IF SO, HOW MANY AND WHAT TYPE ARE EXPECTED? ARE ALL WAGES AND BENEFITS PAID IN THE GRANT? WHAT WILL HAPPEN TO THE POSITIONS WHEN THE GRANT PERIOD ENDS?
No new positions will be added.

DOES YOUR DEPARTMENT HAVE SUFFICIENT RESOURCES TO ADMINISTER THE GRANT? PROVIDE FOR TIMELY REIMBURSEMENT AND ACTIVITY REPORTS? Yes.

ARE THERE IMPACTS TO THE COUNTY IF THE GRANT IS NOT RECEIVED? WHAT ARE THEY?
If the grant is not received, monies may be sought under other grant funding vehicles.

ARE INDIRECT COSTS ALLOWABLE ON THIS GRANT? IF SO, ARE THERE LIMITATIONS? WILL THEY BE CHARGED AND ALLOCATED AS INDIRECT?
No.

ARE THERE OTHER ACTIVITIES (GRANT OR OTHERWISE) THAT ARE BUDGETED FOR THIS YEAR THAT WILL NOT BE COMPLETED IF THIS GRANT IS APPROVED?
No.

WHAT BUDGET CHANGES ARE NECESSARY? INCLUDE REVENUES AND EXPENDITURES.
No budget changes are necessary.

OTHER COMMENTS

ELECTED OFFICIAL/DEPARTMENT HEAD SIGNATURE

APPROVAL

Todd Mielke, ADMINISTRATOR

Submit in **duplicate** to the Board of Commissioners for Work Session discussion and approval by the Administrator prior to application for any grant. The approved form must be included with the grant contract when it is submitted to the Board for approval. Refer to Administrative Policies 120 and 562.

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APR 2 9 2024

AGENDA ITEM SUMMARY

(Must be submitted NLT 3PM Wednesday for next week agenda)

Department: DISTRICT COURT 1

WORK SESSION ☒ **Meeting Date: 04/29/2024**

REGULAR AGENDA ☒ **Meeting Date: 05/07/2024**

Required originals approved and attached? ☒
Will be provided on:

Item summary:

☐ Call for Hearing
☐ Contract/Agreement/MOU - Contract #
☐ Resolution
☐ Proclamation
☐ Budget Item
☐ Draft Ordinance
☐ Final Ordinance
☒ Other: Veterans Court Presentation and Grant Application Approval

Documents exempt from public disclosure attached: ☐

Executive summary: District Court I is in the process of applying to the Washington State Administrative Office of the Courts (AOC) for ongoing grant funding in support of Veterans Court. A County grant application questionnaire and copy of AOC's grant application are attached for reference along with letters of support from the community.

Budgetary impact: (Is there a monetary impact? If so, are funds for this already allocated or is a budget change necessary? If this is a contract and a budget change is necessary, the budget change form must be submitted with the item at work session and for the regular agenda) **If a budget action is required, has it been submitted and a copy attached?** ☐ **N/A**

Recommended action: Discuss Veterans Court and grant offering. Sign a letter of support for Veterans Court that can be submitted to AOC as part of the grant application. (Does the Board need to act? If so, what is the department's recommendation?)

County Official signature & print name: David Neupert David Neupert

Names of Relevant Departments/Employees/Stakeholders attending meeting:
Judge David Neupert, Marrissa Williams

Date submitted: 4/23/2024

Clallam County
Grant Application Information

DEPARTMENT: **Clallam County District 1** DATE SUBMITTED TO W/S: **04/29/2024**

GRANT NAME: **Therapeutic Courts in Courts of Limited Jurisdiction**

APPLICATION DEADLINE: **05/17/2024**

ISSUING AGENCY: **Washington State Administrative Office of the Courts**

IS THIS A RENEWAL? **NO**

LENGTH OF GRANT: **State Fiscal Year (FY) 2024 (July 1st, 2024- June 30th, 2024**

RENEWAL POSSIBLE? **Yes**

TOTAL AWARD: **TBD** ANNUAL AMOUNT : **TBD**

MATCH REQUIRED? **No** MATCH AMOUNT: **N/A**

DESCRIPTION OF GRANT AND PURPOSE:
Grand funding is being offered to support new and existing therapeutic courts in courts of limited jurisdiction for FY25

EXPLAIN HOW THIS GRANT WILL BE USED FOR THE GOOD OF CLALLAM COUNTY CITIZENS:
Grant funding will be used to start and support District Court I's Veteran Court program. Veterans Courts are specialty courts that were established to improve the response to Veterans who face criminal charges, in part, to a service-related injury, mental health issue, or substance use disorder.

DOES THE GRANT ACTIVITY FURTHER THE DEPARTMENT'S MISSION OR CORE FUNCTIONS? HAS IT BEEN A PART OF LONG TERM DEPARTMENT OR COUNTY GOALS?
Yes, District Court I started a Mental Health Court in 2022. Veterans Court will be an offshoot of our Mental Health Court to offer other therapeutic approaches so different populations.

DOES THE GRANT ACTIVITY INCREASE AN EXISTING SERVICE OR ADD A NEW SERVICE? TO WHAT DEGREE? IF THE GRANT WERE NOT AVAILABLE, WOULD THE SERVICE HAVE BEEN NECESSARY?
Grant funds will be used to build and start a new therapeutic Veterans Court program within District Court I. This grant increases and adds targeted assistance to the public.

WHAT MEASUREMENTS (PERFORMANCE MEASURES) WILL BE USED TO EVALUATE THE SUCCESS OF THE ACTIVITIES PROVIDED BY THE GRANT? WILL PERFORMANCE MEASURES BE DEVELOPED?
The grant requires quarterly reports to the Washington Administrative Office of the Courts. The court will identify evidence-based best practices based on NADCP Drug Court Guidelines and ALL RISE Veterans Court best practices. A primary performance measure will be to determine the reduced recidivism rate among Veteran Court participants.

DOES THE GRANT ACTIVITY CREATE A NEW SERVICE OR LEVEL OF SERVICE WHICH IS EXPECTED TO BE CONTINUED FROM LOCAL FUNDING AT THE END OF THE GRANT PERIOD?
Yes, but the anticipation is a renewal of grant funding each year. If not able to get a renewal we will continue to look for other funding sources.

IF MATCHING FUNDS ARE REQUIRED, WHERE WILL THEY COME FROM? DOES THE DEPARTMENT HAVE EXISTING RESOURCES TO COVER MATCH REQUIREMENTS? FROM WHERE?
No matching funds are required.

WILL THE ACTIVITY IN THIS GRANT HAVE IMPACTS ON OTHER DEPARTMENTS? HAS THIS BEEN DISCUSSED? DO OTHER DEPARTMENTS HAVE SUFFICIENT RESOURCES TO DEAL WITH ADDITIONAL IMPACTS?
There is a potential impact on the Prosecuting Attorney's office for Veterans Court staffing. The elected prosecuting attorney has a long-standing commitment to the success of our therapeutic courts.

WILL NEW POSITIONS BE ADDED? IF SO, HOW MANY AND WHAT TYPE ARE EXPECTED? ARE ALL WAGES AND BENEFITS PAID IN THE GRANT? WHAT WILL HAPPEN TO THE POSITIONS WHEN THE GRANT PERIOD ENDS?
Not at this time.

DOES YOUR DEPARTMENT HAVE SUFFICIENT RESOURCES TO ADMINISTER THE GRANT? PROVIDE FOR TIMELY REIMBURSEMENT AND ACTIVITY REPORTS?
Yes

ARE THERE IMPACTS TO THE COUNTY IF THE GRANT IS NOT RECEIVED? WHAT ARE THEY?
No. Even without grant funding, unspent Hargrove fund monies could be used to support continued operation of the program.

ARE INDIRECT COSTS ALLOWABLE ON THIS GRANT? IF SO, ARE THERE LIMITATIONS? WILL THEY BE CHARGED AND ALLOCATED AS INDIRECT?
The grant allows for Salary and Benefits, Training, Staff equipment, treatment services, and Other participant services. They have made it clear what expenses are allowed and not allowed.

ARE THERE OTHER ACTIVITIES (GRANT OR OTHERWISE) THAT ARE BUDGETED FOR THIS YEAR THAT WILL NOT BE COMPLETED IF THIS GRANT IS APPROVED?
No

WHAT BUDGET CHANGES ARE NECESSARY? INCLUDE REVENUES AND EXPENDITURES.
District Court I budget for 2024 may be offset by funds received under the grant

OTHER COMMENTS

David Newport

ELECTED OFFICIAL/DEPARTMENT HEAD SIGNATURE

APPROVAL

Todd Mielke, ADMINISTRATOR

Submit in **duplicate** to the Board of Commissioners for Work Session discussion and approval by the Administrator prior to application for any grant. The approved form must be included with the grant contract when it is submitted to the Board for approval. Refer to Administrative Policies 120 and 562.

Board of Clallam County Commissioners

223 East 4th Street, Suite 4
Port Angeles, WA 98362-3015
360.417.2233 Fax: 360.417.2493
Email: commissioners@clallamcountywa.gov

MIKE FRENCH, District 3, Chair
RANDY JOHNSON, District 2
MARK OZIAS, District 1

TODD MIELKE, County Administrator

May 7th, 2024

Administrative Office of the Courts
PO BOX 41170
Olympia, WA 98504

Re: Clallam County District 1 Court - Application for FY2025 Therapeutic Court Funding

Dear Administrative Office of the Courts:

The Board of Callam County Commissioners writes to express its enthusiastic support of the request from Clallam County District Court I for additional state funding to establish and support a Veterans Court. We are informed that many Veterans face criminal charges due, at least in part, to a service-related injury, mental health issue, or substance use disorder. This court will identify veterans, so they are not lost in the system without the assistance, treatment and therapy needed to provide accountability and improve relationships. Veterans working together can reduce recidivism and its cost to the public. We are further informed, and recognize, that Veterans Court participants are more likely to be in their own housing and receiving V.A. benefits and support.

District Court I already cooperates with the Clallam County Prosecuting Attorney, Clallam Public Defenders, Peninsula Behavioral Health, local law enforcement, and local treatment providers to provide individuals in the criminal justice system, an alternative path to resolve legal matters. Clallam County District Court I has current experience with its Mental Health Court program, and can build on its success to reach veterans in the criminal justice system. With over 11% of our Clallam County population comprised of veterans, we know the importance of veteran-related services in our communities.

The additional funding requested will be used to establish and support a Veterans Court program in District Court I. The program will be an invaluable asset to Clallam County, and one that should be a necessary complement to the criminal justice system.

Thank you for your continued support of the Clallam County District Court I's Mental Health Court program and soon-to-be Veterans Court program.

Sincerely,

BOARD OF CLALLAM COUNTY COMMISSIONERS

Mike French, Chair | Randy Johnson | Mark Ozias

SARGE'S VETERAN SUPPORT

250 ASH AVENUE, FORKS, WASHINGTON 98331
PHONE: 360.374.5252 FAX: 360.327.3601

www.SargesVeteranSupport Federal ID: 91-2046528

April 19, 2024

Commissioner Mark Ozias
Commissioner Randy Johnson
Commissioner Mike French
Clallam County
223 East 4th Street
Port Angeles, WA 98362

RE: Proposed Clallam County Veterans Court

Dear Commissioners:

As an organization who serves the Veterans of Clallam County, we urge you all to support the proposed Clallam County Veterans Court. Most Americans who serve in the Armed Forces are strengthened by their military service. Skills like attention to detail, self-discipline, problem solving, teamwork and decision-making in stressful situations are valuable tools that help veterans excel in the American workforce. Since September 11, 2001, nearly 4 million Americans have voluntarily served in uniform. When our Veterans protect our freedom at home or abroad, many have experiences that scar them both inside and out. Veterans are more likely to suffer from post-traumatic stress disorder and mental health issues and to engage in substance abuse. Over 17 Veterans a day commit suicide within our country. This is completely unacceptable for someone who has signed their name on the dotted line to defend our great nation.

Many Veterans who commit a criminal offense, often minor or non-violent, can be attributed in part to a service or combat related injury, mental health problem or substance abuse. Over half of Veterans involved with the criminal justice system have substance abuse problems. Sadly, in many cases, Veterans are not properly identified, and they become lost in the criminal justice system without the necessary help, medical treatment, and therapy they are entitled to or deserve. This encourages a cycle of recidivism, hopelessness, non-recovery, and sometimes, serious injury or death. Due to this, over 400 Veteran Courts have emerged throughout our country as a vital tool to break this cycle. Veteran participants are significantly less likely to experience a new incarceration and are more likely to be in their own housing and receiving necessary VA benefits and services due to the Veteran Court support. It is through a sense of accountability, support, camaraderie, and the familiarity of Veteran support partners in the Veteran court system that aids these Veterans with their success.

With over 11% of our Clallam County population comprised of Veterans, we know the importance of Veteran related services within the Olympic Peninsula. We would appreciate your support of a Clallam County Veterans Court in aiding our local Veterans to find center once again.

Best regards,

Cheri A. Tinker, MSW
Executive Director

April 18, 2024

Commissioner Mark Ozias
Commissioner Randy Johnson
Commissioner Mike French
Clallam County
223 East 4th Street
Port Angeles, WA 98362

RE: Proposed Clallam County Veterans Court

Dear Commissioners:

I would like to state first that we do a lot for Veterans in this County, especially with our remote location. However, as we know there is always room to do more for the ones who fought for our nation. At the Northwest Veterans Resource Center, we see over 2,000 veterans a year and are on track to see more. With this firsthand experience with our local veterans, I would have to say legal issues are the most difficult for them. There are options for free civil legal advice but that is not veteran specific and very busy. Criminal charges can multiply a veteran's stress and anxiety to a point of no return. We have unfortunately seen this and as a community have experienced this.

Our office is connected to Clallam County Jail through email, we get on average five emails a month from possible incarcerated veterans. As it stands now, we do not have the resources to properly identify and communicate with them. Veterans Court can bridge that gap between local services and incarcerated Veterans to get them the help they need.

I was invited to sit on the mental health staff for the last six weeks. I have seen the process and the caring nature of our County. Expanding on that to specifically help veterans could but then on a path of success like no other. When they are at the lowest is when they need to most help, those hardest to reach need to be reached most.

Sincerely,

Levi Douglas
Clallam County Program Coordinator

April 18, 2024

Commissioner Mark Ozias
Commissioner Randy Johnson
Commissioner Mike French
Clallam County
223 East 4th Street
Port Angeles, WA 98362

RE: Proposed Clallam County Veterans Court

Dear Commissioners:

As a veteran and former judicial officer, I urge the creation and funding of the Clallam County Veterans Court being proposed by Judge Dave Neupert. Most Americans who serve in the Armed Forces are strengthened by their military service. Skills like attention to detail, self-discipline, problem solving, teamwork and decision-making in stressful situations are valuable tools that help veterans excel in the American workforce. Since September 11, 2001, nearly 4 million Americans have voluntarily served in uniform. When our Veterans protect our freedom at home or abroad, many have experiences that scar them both inside and out. Veterans are more likely to suffer from post-traumatic stress disorder and mental health issues and to engage in substance abuse. Over 17 Veterans a day commit suicide within our country. Our Veterans deserve better.

Many Veterans who commit a criminal offense, often minor or non-violent, can be attributed in part to a service or combat related injury, mental health problem or substance abuse. Over half of Veterans involved with the criminal justice system have substance abuse problems. Sadly, in many cases, Veterans are not properly identified, and they become lost in the criminal justice system without the necessary help, medical treatment, and therapy they are entitled to or deserve. This encourages a cycle of recidivism, hopelessness, non-recovery, and sometimes, serious injury or death. Due to this, over 400 Veteran Courts have emerged throughout our country as a vital tool to break this cycle. Veteran participants are significantly less likely to experience a new incarceration and are more likely to be in their own housing and receiving necessary VA benefits and services due to the Veteran Court support. It is through a sense of accountability, support, camaraderie, and the familiarity of Veteran support partners in the Veteran court system that aids these Veterans with their success.

Veterans represent a very small percentage of the American population – about 11% in Clallam County, 7% nationally. However, as a percentage of the individuals identified as criminal defendants, the Clallam County number can be doubled or tripled. Having spent close to 12 years on the District and Superior Court benches, I got to observe first-hand some of the souls broken during military service.

I urge you to review Judge Neupert's proposal positively and act with the utmost dispatch to get our Veterans the treatment that they need rather than have the justice system further complicate their lives with criminal records.

Sincerely,

Christopher Melly

Christopher Melly
Judge (ret.)

CLALLAM COUNTY PROSECUTING ATTORNEY/
***EX-OFFICIO* CORONER**
MARK B. NICHOLS

223 EAST 4TH STREET, SUITE 11
PORT ANGELES, WA 98362
PHONE: 360-417-2301 FAX: 360-417-2469
TOLL FREE FROM FORKS: 360-374-5324

April 19, 2024

To: Clallam County Board of County Commissioners
Clallam County Courthouse
223 East 4th Street, Room 160
Port Angeles, WA 98362

Re: Letter of Support for Clallam County Veterans Court

Commissioners:

I write to express my enthusiastic support for the establishment of a veterans court in Clallam County. As a longstanding member of the local criminal justice system, I have had the opportunity to observe firsthand the operation and effectiveness of therapeutic courts in Clallam County. These courts provide opportunities for participants to engage in closely monitored programs designed to address the reasons for their involvement in the criminal justice system. Given that Clallam County has a disproportionately high concentration of veterans it only makes sense, given their sacrifice, that we support them by offering a court designed to cater to their unique challenges and needs.

Research has shown that when veterans return from combat, some turn to drugs and/or alcohol to cope with their experiences on the battlefield. Sadly, too many veterans end up in the criminal justice system as a result of their service. A veterans court will give our veterans the opportunity to live a sober and stable life while restoring their military honor and their commitment to family and community.

The Clallam County Board of County Commissioners has a long tradition of honoring and serving military personnel and veterans. I respectfully request that you continue this tradition by supporting those who have defended us through the establishment of a veterans court.

Sincerely,

Mark Nichols
Prosecuting Attorney/*Ex-Officio* Coroner

cc: The Honorable David Neupert, Presiding Judge, Clallam County District Court I

Voices FOR VETERANS
Supporting Homeless Veterans
www.VoicesForVeterans.org

April 19, 2024

Commissioner Mark Ozias
Commissioner Randy Johnson
Commissioner Mike French
Clallam County
223 East 4th Street
Port Angeles, WA 98362

RE: Proposed Clallam County Veterans Court

Dear Commissioners:

Voices for Veterans serves Veterans and Veteran Families in need in Clallam and Jefferson Counties. Our primary focus is conducting three Veteran Stand Downs each year – Forks in May, Port Townsend in July, and Port Angeles in October. With over 11% of our Clallam County population identifying as Veterans, we know the importance of providing Veteran-specific services.

The often minor or non-violent criminal offenses committed by Veterans can often be attributed in part to a service or combat-related injury, substance abuse, or mental health problems or a combination of these issues. If these Veterans are not properly identified when they enter the criminal justice system, many supportive services that they have earned by signing their name on the dotted line, might not be offered to them.

Veteran Courts have emerged as a therapeutic space to provide support and referrals to medical, mental health, and/or substance use treatment as well as assisting them to access housing, legal, financial, and employment services to which they are entitled. Early interventions can support justice-involved Veterans to break the cycle of recidivism that can result in repeat incarcerations, family estrangement, or even suicide.

Clallam County has a strong network of service providers and organizations providing support to Veterans. Voices for Veterans endorses the establishment of a Clallam County Veterans Court and urges you support it as well.

Sincerely,

Jennifer Pelikan, President
Voices for Veterans

LAKEWOOD MUNICIPAL COURT

ALSO SERVING STEILACOOM & DUPONT

LISA H. MANSFIELD
MUNICIPAL COURT
JUDGE

DEANA L. WRIGHT
MUNICIPAL COURT
ADMINISTRATOR

April 18, 2024

Dear Clallam County Board of Commissioners:

My name is Judge Lisa Mansfield and I preside over Lakewood Municipal Court which serves the cities of Lakewood, Steilacoom and DuPont, Washington. In addition to our traditional court functions, Lakewood Municipal Court hosts both a Veterans Treatment Court and a Community Court. Recently, Judge David Neupert informed me that his court was looking to start a Veterans Court. Last week he and his Court Administrator visited during our Veterans Court Calendar to observe the Therapeutic Court model in action. They saw first-hand the team-centered approach that we use with the Veterans which supports them in accessing the treatment and tools they need to live healthy and productive lives.

Our Veterans Treatment Court has been operational since 2016, and of all the graduates of our program, **not one has re-entered the criminal justice system. Zero recidivism means that the graduates of Vet Court are law abiding and it also means that our larger community benefits greatly.** In the words of a current participant: "I'd like to thank Veterans Treatment Court for seeing the good in me, without this opportunity, I'm not sure where I'd be... I'm continuing to make good changes in my life which involves constantly evaluating my actions and behaviors and looking for ways to improve." I'm pleased to say that this positive attitude is shared by nearly all the participants in our Vet Court.

I serve on the District and Municipal Court Judges Association Therapeutic Court Committee, and I am very supportive of the work Judge Neupert is planning for Clallam County. We have seen that when individuals are supported with the proper resources and focused attention that Therapeutic Courts provide, the beneficial outcomes are widespread. Our court is happy to serve in a mentorship capacity with Judge Neupert and we look forward to hearing about the successes to come in his Therapeutic Court and in Clallam County! I am happy to answer any question you may have about Therapeutic Court and I would like to express my whole-hearted support for Judge Neupert and his efforts in this arena.

Sincerely,

Judge Lisa Mansfield

Lisa H. Mansfield
Municipal Court Judge
Lakewood · Steilacoom · DuPont
Veterans Treatment Court
6000 Main ST SW· Lakewood, WA 98499
Tel (253) 512-2258 · Fax (253) 512-2267

April 18, 2024

Commissioner Mark Ozias
Commissioner Randy Johnson
Commissioner Mike French
Clallam County
223 East 4th Street
Port Angeles, WA 98362

RE: Proposed Clallam County Veterans Court

Dear Commissioners:

I urge you all to support the proposed Clallam County Veterans Court. I am a veteran, and perhaps more to the point was a Clallam County drug court Judge for 18 years. I still remain on the State Association supporting all therapeutic courts. Those courts are proven methods to benefit both participants and their communities.

Most Americans who serve in the Armed Forces are strengthened by their military service. Skills like attention to detail, self-discipline, problem solving, teamwork and decision-making in stressful situations are valuable tools that help veterans excel in the American workforce. Since September 11, 2001, nearly 4 million Americans have voluntarily served in uniform. When our Veterans protect our freedom at home or abroad, many have experiences that scar them both inside and out. Veterans are more likely to suffer from post-traumatic stress disorder and mental health issues and to engage in substance abuse. Over 17 Veterans a day commit suicide within our country. This is completely unacceptable but can be addressed with help..

Many Veterans who commit a criminal offense, often minor or non-violent, can be attributed in part to a service or combat related injury, mental health problem or substance abuse. Over half of Veterans involved with the criminal justice system have substance abuse problems. Sadly, in many cases, Veterans are not properly identified, and they become lost in the criminal justice system without the necessary help, medical treatment, and therapy they are entitled to or deserve. This encourages a cycle of recidivism, hopelessness, non-recovery, and sometimes, serious injury or death. Due to this, over 400 Veteran Courts have emerged throughout our country as a vital tool to break this cycle. Veteran participants are significantly less likely to experience a new incarceration and are more likely to be in their own housing and receiving necessary VA benefits and services due to the Veteran Court support. It is through a sense of accountability, support, camaraderie, and the familiarity of Veteran support partners in the Veteran court system that aids these Veterans with their success.

With over 11% of our Clallam County population comprised of Veterans, we know the importance of Veteran related services within the Olympic Peninsula. We would appreciate your support of a Clallam County Veterans Court in aiding our local Veterans to find center once again.

Sincerely,

Ken Williams

Ken Williams
Vietnam veteran, 1969- 1970
Clallam County Superior Court Judge, 1993 - 2012

The State of Washington

Proclamation

WHEREAS, amidst a rising fentanyl epidemic, increasing fatal overdose rates, and an ongoing mental health crisis, drug courts and other therapeutic courts are an important part of an effective statewide continuum of care for individuals with behavioral health disorders; and

WHEREAS, Washington state is a national leader in creating meaningful pathways out of the legal system and towards recovery and family reunification, having supported some of the earliest therapeutic courts in the country, and these innovative courts are now operating in nearly every county and level of court statewide; and

WHEREAS, therapeutic courts work, with annual Department of Social and Health Services' analyses showing that Washington's adult drug courts can reduce recidivism and increase employment among program participants; and

WHEREAS, therapeutic courts have an upstream impact, helping to interrupt what is often a generational cycle of substance use and legal involvement and prevent adverse childhood experiences associated with parental substance use, incarceration, and foster care; and

WHEREAS, therapeutic courts prove that compassionate public policy can result in cost savings and significantly improved personal health status, with studies by the Washington Department of Social and Health Services, Washington Institute for Public Policy, and the University of Washington showing a return on investment related to therapeutic courts in Washington state;

NOW, THEREFORE, I, Jay Inslee, governor of the state of Washington, do hereby proclaim May 2024 as

Therapeutic Court Month

in Washington, and I urge all people in our state to join me in this special observance.

Signed this 11th day of March, 2024

Governor Jay Inslee

Peninsula Behavioral HEALTH™
Hope starts here

PORT ANGELES OFFICE • 118 E. 8th Street
Port Angeles, WA 98362
YOUTH SERVICES CENTER • 112 A E. 8th Street
Port Angeles, WA 98362
SEQUIM OFFICE • 500 W. Fir Street
Sequim, WA 98382
Phone: 360-457-0431 • **Fax: 360-457-0493**
www.peninsulabehavioral.org

April 1, 2024

Commissioner Mark Ozias
Commissioner Randy Johnson
Commissioner Mike French
Clallam County
223 East 4th Street
Port Angeles, WA 98362

RE: Proposed Clallam County Veterans Court

Dear Commissioners:

Judge Neupert has been a staunch advocate for both Veterans and for Therapeutic Courts over the past several years. While conceptualizing and developing the infrastructure for our current Mental Health Court, the implementation team also discussed the need for a Veterans' Court in the future. We explored the availability of resources at that time and determined it was imperative to implement the Mental Health Court successfully before turning our eye to the needs of the Veterans in our community. Clallam County has seen significant success with our system of therapeutic courts (Drug Court, LIFT Court, and Mental Health Court). I anticipate a Veteran's Court will be similarly successful in transforming the lives of these community members.

At 11% of the population, Clallam County has a higher density of Veterans than our State (8%) and our Nation (6%). We know that Veterans are disproportionately impacted by Traumatic Brain Injury, Depression, Suicidal Ideation, and substance use, often tied to Post Traumatic Stress Disorder. Veterans' courts across the nation have proven to be effective in reducing recidivism and increasing reconnection in the community.

Thank you for supporting our Court's efforts to improve outcomes for our Veterans.

Respectfully,

Wendy Sisk, CEO

Peninsula Housing Authority
Serving Clallam and Jefferson Counties
2603 S. Francis Street, Port Angeles WA 98362
(360) 452-7631 • (360) 457-7001 Fax
Email: smartinez@peninsulapha.org

April 16, 2024

Commissioner Mark Ozias
Commissioner Randy Johnson
Commissioner Mike French
Clallam County
223 East 4th Street
Port Angeles, WA 98362

RE: Proposed Clallam County Veterans Court

Dear Commissioners:

As an organization who serves the Veterans of Clallam County, we urge you all to support the proposed Clallam County Veterans Court.

The Peninsula Housing Authority administers the Veterans Affairs Supportive Housing (VASH) program in Clallam County and has firsthand experience with Veterans in our community. Approximately 4 million individuals have voluntarily served in the Armed Forces since September 11, 2001. Most who serve are strengthened by their military service gaining valuable skills like attention to detail, self-discipline, problem solving, teamwork and decision-making in stressful situations are valuable tools that help veterans excel in the American workforce. As a result of protecting our freedom at home or abroad, many have experiences that affect them both inside and out. Veterans are more likely to suffer from post-traumatic stress disorder and mental health issues which can lead to substance abuse. According to a report published by Veterans Affairs, the average number of Veteran suicides per day is around 16. We cannot simply stand-by and ignore this when these individuals defend our great nation.

Many Veterans who commit a criminal offense, often minor or non-violent, can be attributed in part to a service or combat related injury, mental health problem or substance abuse. Over half of Veterans involved with the criminal justice system have substance abuse problems. Sadly, in many cases, Veterans are not properly identified, and they become lost in the criminal justice system without the necessary help, medical treatment, and therapy they are entitled to or deserve. This encourages a cycle of recidivism, hopelessness, non-recovery, and sometimes, serious injury or death. Due to this, over 400 Veteran Courts have emerged throughout our

country as a critical tool to break this cycle. Veteran participants are significantly less likely to experience a new incarceration and are more likely to be in their own housing and receiving necessary VA benefits and services due to the support through Veteran Court. It is through a sense of accountability, support, camaraderie, and the familiarity of Veteran support partners in the Veteran court system that aids these Veterans with their success.

With over 11% of our Clallam County population comprised of Veterans, we know the importance of Veteran related services within the Olympic Peninsula. The Peninsula Housing Authority enthusiastically supports a Clallam County Veterans Court and urges you, Commissioners, to make it happen.

Sincerely,

Sarah T. Martinez
Executive Director
Peninsula Housing Authority

Olympic Peninsula Chapter
Military Officers Association of America
PO Box 1643
Sequim, WA 98382-1643

16 April 2024

Commissioner Mark Ozias
Commissioner Randy Johnson
Commissioner Mike French
Clallam County
223 East 4th Street
Port Angeles, WA 98362

RE: Proposed Clallam County Veterans Court

Dear Commissioners:

As an organization who serves the Veterans of Clallam County, we urge you all to support the proposed Clallam County Veterans Court. Most Americans who serve in the Armed Forces are strengthened by their military service. Skills like attention to detail, self-discipline, problem solving, teamwork and decision-making in stressful situations are valuable tools that help veterans excel in the American workforce. Since September 11, 2001, nearly 4 million Americans have voluntarily served in uniform. When our Veterans protect our freedom at home or abroad, many have experiences that scar them both inside and out. Veterans are more likely to suffer from post-traumatic stress disorder and mental health issues and to engage in substance abuse. Over 17 Veterans a day commit suicide within our country. This is completely unacceptable for those who have signed their names on the dotted line to defend our great nation.

Many criminal offenses, often minor or non-violent, committed by Veterans can be attributed in part to a service or combat related injury, mental health problem or substance abuse. Over half of Veterans involved with the criminal justice system have substance abuse problems. Sadly, in many cases, Veterans are not properly identified, and they become lost in the criminal justice system without the necessary help, medical treatment, and therapy they are entitled to or deserve. This encourages a cycle of recidivism, hopelessness, non-recovery, and sometimes, serious injury or death. Due to this, over 400 Veteran Courts have emerged throughout our country as a vital tool to break this cycle. Veteran participants are significantly less likely to experience a new incarceration and are more likely to be in their own housing and receiving necessary VA benefits and services because of the Veteran Court support. It is through a sense of accountability, support, camaraderie, and the familiarity of Veteran support partners in the Veteran court system that aids these Veterans with their success.

With over 11% of our Clallam County population composed of Veterans, we know the importance of Veteran related services within the Olympic Peninsula. We would appreciate your support of a Clallam County Veterans Court in aiding our local Veterans to find center once again.

Sincerely,

Richard Havel, CAPT, USN (Ret)
President, Olympic Peninsula Chapter MOAA

April 16, 2024

Commissioner Mark Ozias
Commissioner Randy Johnson
Commissioner Mike French
Clallam County
223 East 4th Street
Port Angeles, WA 98362

RE: Proposed Clallam County Veterans Court

Dear Commissioners:

As a person who serves and advocates for the Veterans of Clallam County, I urge you all to support the proposed Clallam County Veterans Court. Most Americans who serve in the Armed Forces are strengthened by their military service. Skills like attention to detail, self-discipline, problem solving, teamwork and decision-making in stressful situations are valuable tools that help veterans excel in the American workforce. Since September 11, 2001, nearly 4 million Americans have voluntarily served in uniform. When our Veterans protect our freedom at home or abroad, many have experiences that scar them both inside and out. Veterans are more likely to suffer from post-traumatic stress disorder and mental health issues and to engage in substance abuse. Over 17 Veterans a day commit suicide within our country. This is completely unacceptable for someone who has signed their name on the dotted line to defend our great nation.

The criminal offenses, often minor or non-violent, committed by Veterans, can be attributed in part to a service or combat related injury, mental health problem or substance abuse. Over half of Veterans involved with the criminal justice system have substance abuse problems. Sadly, in many cases, Veterans are not properly identified, and they become lost in the criminal justice system without the necessary help, medical treatment, and therapy they are entitled to or deserve. This encourages a cycle of recidivism, hopelessness, non-recovery, and sometimes, serious injury or death. Due to this, over 400 Veteran Courts have emerged throughout our country as a vital tool to break this cycle. Veteran participants are significantly less likely to experience a new incarceration and are more likely to be in their own housing and receiving necessary VA benefits and services due to the Veteran Court support. It is through a sense of accountability, support, camaraderie, and the familiarity of Veteran support partners in the Veteran court system that aids these Veterans with their success.

With over 11% of our Clallam County population composed of Veterans, we know the importance of Veteran related services within the Olympic Peninsula. We would appreciate your support of a Clallam County Veterans Court in aiding our local Veterans to find their center once again.

Sincerely,

Lorri P. Gilchrist

Lorri P. Gilchrist
CDR, USN, Retired
538 N 7th Ave
Sequim WA
cdrlgilchrist@gmail.com

President, Board of Directors for Sarge's Veteran Support
Member American Legion Post 62
Secretary, Olympic Peninsula Chapter MOAA
Member MT Olympus Chapter Marine Corps League
Member Michael Trebert Chapter Daughters of the American Revolution

April 15, 2024

Commissioner Mark Ozias
Commissioner Randy Johnson
Commissioner Mike French
Clallam County
223 East 4th Street
Port Angeles, WA 98362
RE: Proposed Clallam County Veterans Court

Dear Commissioners:

Serving Veterans of Clallam County, I would love to see the proposed Clallam County Veterans Court be officially established. County Veteran Coordinator, Levi Douglas and I have been sitting on the panel for Mental Health Court the last few weeks with the intention of being Veteran support and offering input on a stand-alone Veterans Court, and specific aspects of working with veterans. The experience on our side in the office has shown the veteran-to-veteran assistance to be effective and well received.

The struggles people go through are in general human struggles, however they way we process them is largely dictated by our experiences; Veterans have a certain set of skills and training that, while they also are prone to mental health issues, the manner in which they internalize them is going to be different than non-Veterans. I believe asking Mr. Levi Douglas to join the panel has already proven helpful in working with the veterans in mental health court.

Part of the struggle is that transition from military life to home life which is not just about getting the body home but the mental and emotional aspect, and I think this is a great step in helping bring our veterans home. Our county has been veteran friendly, with one of the higher per-capita veteran rates in the nation, Clallam County has a great opportunity to Serve those who Served.

Sincerely,

Holly Rowan
USMC Veteran
CCVA President
Northwest Veterans Resource Center
216 South Francis St
Port Angeles WA 98362

SFY2025 Application & Renewal Form

Please submit to CLJTherapeuticCourtsApplications@courts.wa.gov

SECTION 1 – CONTACT INFORMATION

Please enter contact information for person(s) completing this application or renewal

1. Court Name: Clallam County District Court I
2. Court Mailing Address: 223 East 4th Street Port Angeles, WA 98362
3. Applicant Name: Marrissa Williams (Court Administrator)
4. Applicant Email: Marrissa.williams@clallamcountywa.gov
5. Applicant Phone: 360-417-2453

Please enter contact information for signing agent(s) or person(s) who can authorize acceptance of funds, if approved

6. Signatory Name: David Neupert (Presiding Judge)
7. Signatory Email: David.neupert@clallamcountywa.gov
8. Signatory Phone: 360-417-2453

SECTION 2 – PROGRAMMATIC DETAILS

1. Please select the category that best represents your request. Please select only one for each application

   ☐ New Therapeutic Court
   - Program Type (e.g. Community Court, Veteran's Court, Mental Health/Behavioral Health Court, SUD/Drug Court etc.):

   X Existing Therapeutic Court, adding a new court/program type
   - New Program Type: Veterans Court

   ☐ Existing Therapeutic Court, but not currently funded through the AOC CLJ Therapeutic Court Program

   ☐ Existing Therapeutic Court, exists under the CLJ Therapeutic Court Funding administered by the AOC and are renewing funding agreement
   - **STOP HERE and COMPLETE SECTION 4 ONLY**

2. Please briefly describe the following:
   a) The number of participants you currently serve or plan to serve in a contract year (July – June)
   5-10 participants by June of 2025 with the anticipated start date of the program of January 2025.

   b) Referral process (how do/will participants enter the program)
   We anticipate referrals from the prosecuting authority, public defender, private counsel, law enforcement, treatment providers, and Dept. of Veterans Affairs to screen potential participants.

c) Entry Criteria (allowable legal charges, must have a diagnosis, etc.)
Participants will have served in the United States armed forces or National Guard. We will focus on active duty or honorably discharged personnel, with capacity to accept applicants with less than honorable discharge on a case by case basis.
-Reside in Clallam County, WA
-Confirmed Military service-related diagnosis
-Gross Misdemeanor and misdemeanor charged in Clallam County
-Tribal citizens with charges pending in tribal court may also be eligible to participate. This may occur by interlocal/interagency agreement.

d) Risk-Needs Assessment Tools – if no tools are being used, please describe which one you may utilize (see resources pgs. 9-10)
All Rise best practices, and in consultation with similar courts such as Lakewood Municipal Court and through the Therapeutic Courts Committee of the District and Municipal Court Judges' Association.

e) Please describe any formal agreements your court has with behavioral health agencies that provide evidence-based treatment and intervention (e.g. Moral Reconation Therapy (MRT), Acceptance and Commitment Therapy, etc. See resources pgs. 9-10) *Please note: if chosen for funding, evidence-based and/or best practice standards will be required.*
When chosen for funding, we will coordinate this effort with Peninsula Behavioral Health; we also plan to establish MRT within our probation department.

f) Substance use testing process
UA specimens are collected through our probation department. The specimens are analyzed with a 15-panel rapid test. A rapid test positive

for screened substances is next sent to the testing lab for confirmation. We currently use Nepenthe Labs.

SECTION 3 – ADMINISTRATIVE DETAILS

This section is to inform the AOC of the possible technical assistance or training opportunities we can provide. A "no" answer will not jeopardize a funding decision. Please answer the following questions **using 350 words or fewer**.

1. Does your program track data? If yes, how is it tracked? What data do you track? As a requirement of this funding source, courts must complete the Washington Therapeutic Court Evaluation and Review (WATER) tool. *Support from the AOC will be provided.*
   Our Veterans Court program will track data using the WATER tool.

2. Has your program built and implemented a policies and procedures manual? If so, please include it with your application. If not, when do you anticipate completion? *The AOC can support you in the completion of this requirement.*
   When chosen for funding we will work over the following 6 months to design and build out our Veterans Court program. We will establish a working group with the prosecutor, public defender, VA, and Veteran resource representatives, with technical assistance from AOC.

3. Equity and inclusion means ensuring equitable access, services, and outcomes for all sociodemographic and sociocultural groups. Does your program have a diversity, equity, and inclusion plan? If so, please include it with your application. If not, describe your intention to create a plan and please include a timeline. *The AOC will require that courts receiving funding under this program develop an equity and inclusion plan tailored to their therapeutic court program.*
   We will develop and equity and inclusion program tailored for this program.

This is a critical consideration as we look to coordinate our Veterans Court program with the tribal court(s) willing to participate. We also need to consider the circumstances of veterans who experienced military sexual trauma.

4. Please list community partners (e.g. behavioral health agencies, law enforcement, social services agencies, etc.) your court collaborates with or plans to collaborate with to address the needs of your target population. Please include copies, if available, of the Memorandums of Understanding (MOUs) or letter of support.
   -We will collaborate with Clallam County Prosecuting Attorney, Clallam Public Defender, our local Veterans Justice Outreach officer, the VA, Northwest Veterans Resource Center, Sarge's Veteran Support, and Peninsula Behavioral Health. Enclosed are their letters of support for our funding request as well as from from Voices for Veterans, Ret. Judge Christopher Melly, Ret. Judge Ken Williams, Judge Lisa Mansfield, Peninsula Housing Authority, MOAA- Olympic Chapter, Lorri Gilchrist, and Holly Rowan.

5. What sources of funding currently contribute to the operations of your therapeutic court?
   -None at this time, Our Veterans Court has not started yet.

6. Have you submitted application for other funding? If yes, please state the funding source, the dollar amounts awarded or sought, the operations supported, and when/if the funding begins.
   - X No
   - ☐ Yes, already awarded funds
   - ☐ Yes, we have an application under consideration

Health Care for Re-Entry Veterans Program

Most Veterans who are in jail or prison will eventually reenter the community. VA's Health Care for Re-Entry Veterans Program is designed to promote success and prevent homelessness among Veterans returning home after incarceration.

HealthCare for Re-entry Veterans Social Workers assist Veterans, pre-release, with:

- DOC Veteran specific release planning
- WDVA Incarcerated Veterans Reentry Services
- Applying for VA eligibility and enrollment.
- Assessing needs and linking to VA and community resources, specific to the area of release.
- VA Residential Rehabilitation Treatment Program information.
- VA and community shelter and housing program resources.
- VA service-connected disability and non-service-connected pension benefit filing and reinstatement information.
- VA Regional Office, Washington State Department of Veterans Affairs, county Veteran services, Veteran Service Organizations and VBA access.
- Employment resources, both VA and community based.

Health Care for Re-entry Program
Anthony Sparber
253-348-1475

Veterans Justice Outreach Program

Since the program was founded in 2009, the Veterans Justice Outreach Program is designed to collaborate with local justice system partners to identify Veterans that enter the criminal justice system and need treatment services as an alternative to incarceration. The program has four areas of focus:

- **Outreach** to Veterans in courts and jails
- **Education** for jails, law enforcement, attorneys, and courts.
- **Case Management** support to Veterans
- **Treatment Courts** engagement in Veterans Treatment Courts and other specialty courts.

Veteran Justice Outreach social workers assist Veterans with:

- Applying for VA eligibility and enrollment.
- Assessing needs and linking to VA and community resources.
- With consent, communication of treatment information to monitoring agency
- Consultation with VA providers
- Coordination with jail staff
- Engaging with Veterans Treatment Courts and other treatment courts

Veterans Justice Program
Veterans Justice Outreach Program
206-764-5149
PUGJusticeOutreach@va.gov

Community Resource & Referral Center
305 S. Lucile St.
Seattle, WA 98108
206-764-5149

VETERANS JUSTICE PROGRAM

VA PUGET SOUND

Seattle Division
Seattle, Washington

American Lake Division
Tacoma, Washington

VA | U.S. Department of Veterans Affairs
Veterans Health Administration
VA Puget Sound Health Care System

Veterans Justice Program

The mission of the Veterans Justice Programs is to identify justice-involved Veterans and contact them through outreach, to facilitate access to VA services at the earliest possible point. Veterans Justice Programs accomplish this by building and maintaining partnerships between VA and key elements of the criminal justice system.

The Veterans Justice Program team helps ensure access to exceptional care, tailored to individual needs of each Veteran, by linking them to VA and community services to help address homelessness, improve social and clinical outcomes, facilitate recovery, and prevent subsequent contact with the criminal justice system.

Veterans Justice Program staff help eligible Veterans better connect to VA health care services and programs in many ways, such as:

Homeless Programs:

- Community Resource & Referral Center: Provides Veterans who are homeless or at-risk of homelessness with one-stop access to community-based, multi-agency services to promote permanent housing, health and mental health care, career development and access to VA and non-VA benefits.
- Health Care for Homeless Veterans: Outreach social workers provide case management services to Veterans experiencing homelessness with a focus on linkage to housing and shelter.
- Contracted Residential Services: Contracted transitional housing for up to 90 days.
- Grant-Per-Diem: Veteran transitional housing and case management for up to two years.
- Homeless Veteran Community Employment Services: Community employment coordinators who specialize in working with Veterans experiencing homelessness.
- HUD-VASH: Collaborative program pairing HUD's Housing Choice Voucher rental assistance with VA case management and supportive services for homeless Veterans.

Primary & Specialty Care:

- Homeless Patient Aligned Care Team: VA's specialty interdisciplinary primary care providers tailored to homeless Veteran needs.
- VA Puget Sound's Seattle Campus: Includes emergency care, inpatient services, primary care, specialty care and more.
- VA Puget Sound's American Lake offers primary and specialty care (no urgent, emergency, or inpatient services).
- VA Puget Sound's Community Outpatient Clinics offer primary care and some specialty care: Edmonds, Everett, Mount Vernon, Olympia, Port Angeles, Puyallup, and Silverdale.

Residential Domiciliary Care:

- Substance Treatment and Recovery
- Homeless Engagement and Recovery Opportunity
- Veterans' Intensive PTSD
- Functional Restoration Pain Program

Outpatient Addiction and Mental Health Services, including:

- Addiction Treatment Center
- PTSD Outpatient Clinic
- Military Sexual Trauma
- Mental Health Clinic
- Anger Management
- Intimate Partner Violence

Specialized Health Care for Women Veterans

Vocational Rehabilitation and Employment

Veteran Justice Program staff also make referrals to resources available through VA's Community Care Network and across the broader community.

Veterans Justice Programs. VHA Directive 1162.06(1).
Amended March 3, 2020

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APR 2 9 2024

AGENDA ITEM SUMMARY

(Must be submitted NLT 3PM Wednesday for next week agenda)

Department: Parks, Fair & Facilities.

WORK SESSION ☒ **Meeting Date:** 4/29/24

REGULAR AGENDA ☐ **Meeting Date:**

Required originals approved and attached? ☐
Will be provided on:

Item summary:

☐ Call for Hearing
☐ Contract/Agreement/MOU - Contract #
☐ Resolution
☐ Proclamation
☐ Budget Item
☐ Draft Ordinance
☐ Final Ordinance
☒ Other

Documents exempt from public disclosure attached: ☐

Executive summary: Discuss operation of EV Charging Stations. Station pricing is set to match the City of Port Angeles charging stations, located at City Hall.
Current pricing, $0.38 cents per KWH for the first six hours, $ 1.00 dollar per KWH thereafter. Open to the public, 24hrs.

Budgetary impact: (None)

Recommended action: TBD

County Official signature & print name: Rick McFarlen

Names of Relevant Departments/Employees/Stakeholders attending meeting:

Parks, Fair & Facilities Department/ Rick McFarlen

Date submitted: 04.11.2024.

The leading platform for EV charging

Get complete control and rich insights with unified EV charging management software — all part of the ChargePoint® network.

Connect With an Expert

Take the Product Tour

Cloud software

Station software

Integrations

Welcome back to ChargePoint! 👋 Ready to purchase a charging solution for your business? I can help.

Real-time visibility

Get real-time visibility to better manage charging, including driver details, power use, energy costs, driver revenue and station status.

Complete control +

Actionable reporting +

Automate station management to reduce costs

Built-in station software offers dynamic charging, proactive monitoring and full vehicle interoperability.

- Reduce electricity costs by automatically managing and redistributing load across stations
- Get rich, advanced diagnostics on station health to help improve uptime and usage
- Ensure that any EV can charge seamlessly with any ChargePoint station

Learn More

Connect your systems with turnkey integrations

organization. Connect all aspects of your charging program using one intuitive solution, including integrations with:

- Building management systems
- Distributed energy management systems
- Consumer loyalty programs
- Infotainment systems
- Open Charge Point Protocol (OCPP)

Learn More

Charge anywhere with the ChargePoint network

Industry-leading roaming partnerships help simplify the driver experience.

- Enable drivers to use third-party stations with their ChargePoint account
- Ensure drivers from supported third-party networks can use public ChargePoint stations

Learn More

Give drivers access to the leading EV charging app

The top-rated ChargePoint mobile app connects drivers to stations so they can easily find a charge when they need it.

- Help drivers find available stations and start charging
- Make special offers available to EV drivers
- Collect data to better understand the driver experience
- Provide an all-in-one app for charging at home, at work or in public
- Allow drivers to reserve stations with the Waitlist feature and get notified when stations are available

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charging program with ease. Take a self-guided product tour to try ChargePoint for yourself.

How ChargePoint's software platform makes charging management easy

Solutions built for your industry

Apartments >

Auto dealerships >

Entertainment and stadiums >

Federal and state agencies >

Fueling & convenience >

Healthcare >

Hospitality >

Parking >

Retail >

Workplace >

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Talk to an EV charging expert who can help you evaluate your EV charging needs and match you with the right solution.

286K+

activated ChargePoint ports

225M

charges delivered (and counting)

74%

of the Fortune 50 are ChargePoint customers

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AGENDA ITEM SUMMARY

APR 2 9 2024

(Must be submitted NLT 3PM Wednesday for next week agenda)

Department: Parks, Fair, & Facilities

WORK SESSION ☒ **Meeting Date: April 29, 2024**

REGULAR AGENDA ☒ **Meeting Date: May 7, 2024**

Required originals approved and attached? ☒
Will be provided on:

Item Summary:

☐ Call for Hearing

☒ Contract/Agreement/MOU - Contract #

☐ Resolution

☐ Proclamation

☐ Budget Item

☐ Draft Ordinance

☐ Final Ordinance

Other: Grant Application

Documents exempt from public disclosure are attached: ☐

Executive summary: This Washington State Department of Agriculture, Fairs Program Capital Project Grant relates to the safety upgrades to the Dog Barn and Agility Arena at the fairgrounds. This grant has been reviewed and approved by the County Civil Deputy Prosecuting Attorney.

Budgetary impact: (Is there a monetary impact? If so, are funds for this already allocated or is a budget change necessary? If this is a contract and a budget change is necessary, the budget change form must be submitted with the item at work session and for the regular agenda) **If a budget action is required, has it been submitted and a copy attached?** ☐
This is a reimbursable grant. No matching funds needed.

Recommended action: (Does the Board need to act? If so, what is the department's recommendation?)
Approve and sign the Washington State Department of Agriculture, Fairs Program Capital Project Grant related to the Dog Barn and Agility Arena Safety Upgrades.

County Official signature & print name: _____ Don Crawford, Director

Name of Employee/Stakeholder attending meeting: Shari Ioffrida

Relevant Departments: Board of Commissioners, Parks, Fair & Facilities Department

Date submitted: 4.24.2024

GRANT AGREEMENT FACE SHEET

Agreement Number: K5041

Washington State Department of Agriculture
FAIRS PROGRAM
CAPITAL PROJECT GRANTS

1. Grantee Clallam County 223 E 4th St., Suite 7 Port Angeles, WA 98362	**2. Fair Facility** Clallam County Fairgrounds 1608 W 16th St. Port Angeles, WA 98363	
3. Grantee Representative Shari Ioffrida, Fair Manager Phone: 360-417-2551 shari.ioffrida@clallamcountywa.gov	**4. WSDA Representative** Anne Norman, Fairs Program Administrator Phone: (360) 902-2043 fairs@agr.wa.gov	
5. Grant Amount $150,000.00	**6. Grant Start Date** Upon Final Signature	**7. Grant End Date** May 31, 2025
8. Biennium: 2023-2025	**9. Project Must Be Completed By** May 31, 2025	
10. Tax ID # 91-6001298	**11. Statewide Vendor #** 200-16	**12. UBI #** 054-004-559

13. Grant Purpose
WSDA and Grantee have entered into this Agreement to provide funding for a capital improvement project to make health or safety improvements to agricultural fairgrounds or fair facilities in order to benefit participants and the fair-going public pursuant to RCW 15.76.165.

WSDA and Grantee agree to the terms of this Agreement as set forth in this GRANT AGREEMENT FACE SHEET, the TERMS AND CONDITIONS, and the following documents incorporated by reference: ATTACHMENT I: GRANTEE'S APPLICATION FOR CAPITAL GRANT FUNDS; ATTACHMENT II: CERTIFICATION OF AVAILABILITY OF FUNDS TO COMPLETE PROJECT. This Agreement governs the rights and obligations of both parties to this Agreement, which is executed on the date below to start as of the date and year last written below.

FOR THE GRANTEE	**FOR THE WASHINGTON STATE DEPARTMENT OF AGRICULTURE**
By signing this agreement, I bind the Grantee to this Agreement and certify that I am authorized to do so.	
Mike French County Commissioner	Gloriann Robinson Acting Administrative Regulations Manager
Date	Date
☐ **Additional signatures on next page** *Check box if true*	**APPROVED AS TO FORM ONLY**
	Steve Scheele Assistant Attorney General — December 15, 2023

Approved as to form only by

Bert Dee Boughton
Civil Deputy Prosecuting Attorney
Clallam County

Washington State Department of Agriculture
Fairs Program
CAPITAL PROJECT GRANT

TERMS AND CONDITIONS

1. DEFINITIONS

The following definitions apply throughout this Agreement.

"Agreement" means this Capital Project Grant Agreement, specifically the Grant Agreement Face Sheet, the Terms and Conditions, and all documents incorporated by reference including Attachment I: Grantee's Application for Capital Grant Funds, Attachment II: Certification of Availability of Funds to Complete Project.

"Capital Project" means the capital improvement project described in Section 4.

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

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

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

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

2. AUTHORITY AND PURPOSE

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

3. FUNDING

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

4. CAPITAL PROJECT

Grantee must use the funding awarded by WSDA under this Agreement solely for the capital improvement project set forth in ATTACHMENT I: GRANTEE'S APPLICATION FOR CAPITAL GRANT FUNDS, which includes upgrading the dog barn and agility arena, including: rebuilding dog benching area, enclosing superintendents office, reinforcing rafters, installing air vents in ceilings, installing new walls and windows, refencing the agility arena, and upgrading electrical wiring and fixtures.

5. COMMUNITY BENEFITS

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

a. Use of the Capital Project in the course of holding an agricultural fair as defined by RCW 15.76.110.

b. If charging admission fees for the agricultural fair(s), a charge to the general public that is reasonable and consistent with the standard fees charged at other public agricultural fairs and, to the extent possible, discount or free admission to special populations such as military families, foster families, student groups, seniors, babies, and toddlers.

c. Access to the Fair Facility and its exhibits and programs to persons of differing abilities.

d. Where possible, availability of the Fair Facility for rental at reasonable or discounted cost for educational or public programs benefitting the public.

e. Space for charity and other nonprofit community organizations to conduct fundraising or educational activities.

f. Support other local groups and programs in promoting the welfare of farm people and rural living including the exhibition of livestock and agricultural produce of all kinds, and exhibition of related arts and manufactures including products of the farm home, and exhibition of educational contests, displays, and demonstrations designed to train youth.

6. CHANGE OF OWNERSHIP OR USE

a. Grantee understands and agrees that Grantee must hold and use all real property and facilities acquired, constructed, improved, or rehabilitated with Grant funds for a period of at least three (3) years following termination or expiration of this Agreement for the express purpose(s) of the Capital Project and the Community Benefits under Section 5.

b. If the Grantee is found to be out of compliance with this section, the Grantee must repay to the state general fund the amount of the grant and interest as provided in the Recapture provision, Section 17.

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

a. The release of state funds under this Agreement is contingent upon the Grantee certifying that it has expended or has access to non-state matching funds or in-kind services from other sources as set forth in ATTACHMENT II: CERTIFICATION OF THE AVAILABILITY OF FUNDS TO COMPLETE THE PROJECT to complete all construction and activities identified for the Capital Project.

b. Grantee shall maintain records sufficient to evidence that it has access to or has expended funds from such sources, and shall make such records available for WSDA's review upon request.

8. PROJECT EXPENDITURES ELIGIBLE FOR REIMBURSEMENT

WSDA will make payments to the Grantee on a reimbursement basis only. For the purposes of this Agreement, eligible costs are construed to mean costs incurred and paid, or costs incurred and payable within thirty (30) days. Only costs incurred between (1) the grant start date and (2) grant end date, as shown in the Grant Agreement Face Sheet, and timely invoiced are eligible for reimbursement under this Agreement. No final invoice voucher is eligible for reimbursement unless it is submitted at the same time as or after submittal of the Certified Project Completion Report in Section 10.

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

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

9. BILLING PROCEDURES AND PAYMENT

a. WSDA will reimburse Grantee for eligible project expenditures up to the maximum payable under this Agreement. Grantee must submit a signed and completed Invoice Voucher (Form A-19), referencing in the project activity performed, and any appropriate documentation. The Invoice Voucher must be certified by an official of the Grantee with authority to bind the Grantee.

b. Grantee may submit a single Invoice Voucher for the full grant amount or no-more-than-monthly periodic Invoice Vouchers. WSDA will reimburse no more than seventy-five percent (75%) of the grant amount until all project activities are complete and the Grantee submits a complete Certified Project Completion Report as required by Section 10.

c. Each Invoice Voucher must be accompanied by a Project Status Report, which describes, in narrative form, the progress made on the project since the last invoice was submitted, as well as a report of project status to date, and all receipts associated with work described in the Project Status Report. WSDA will not release payment for any reimbursement request without receiving a Project Status Report.

d. The Grantee shall submit all Invoice Vouchers and any required documentation to WSDA's Agreement Manager shown in Section 35. Proof of cashed checks must include both the front and back of the check.

e. WSDA will process reimbursement after approving the Invoice Voucher and Project Status Report.

f. Payment shall be considered timely if made by WSDA within thirty (30) calendar days after receipt of properly completed invoices.

g. **Grantee must submit the final invoice voucher no later than July 15, 2025.** Unless the Legislature has re-appropriated the funding, WSDA will not make payment on vouchers submitted after July 15, 2025.

10. CERTIFIED PROJECT COMPLETION REPORT

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

a. A certified statement that the Capital Project is complete and, if applicable, meets required standards.

b. Before and after photographs, either hard copy or electronic, of the Fair Facility showing the Capital Project.

c. A certified statement of the actual dollar amounts spent, from all funding sources, in completing the Capital Project. This includes the value of in-kind services performed.

d. Certification that all costs associated with the project have been incurred and accounted for. Costs are incurred when goods and services are received and/or Agreement work is performed.

e. Consultation with Department of Archaeology and Historic Preservation (DAHP). Certification that Grantee consulted with DAHP.

f. Certification that Grantee is and will continue to provide Community Benefits set forth in Section 5.

g. A final invoice voucher for the remaining eligible funds, unless Grantee intends to submit the final invoice voucher after submitting the project completion report.

11. QUARTERLY REPORTS

a. Grantee shall submit quarterly reports to WSDA by the due date on each report form.

b. By December 31, 2024, Grantee must affirm in writing that the project will be completed by May 31, 2025, unless Grantee has prior submitted a Certified Project Completion Report.

c. The Grantee shall furnish WSDA with other reports as WSDA may require.

d. Failure to file reports as requested may result in termination of this Agreement.

12. LACK OF ADEQUATE PROGRESS

Grantee's inability to affirm by December 31, 2024, that the project will be complete by May 31, 2025, is a basis for WSDA to terminate the Agreement in whole or in part for cause as provided in Section 27. At WSDA's discretion, the parties may modify this Agreement in lieu of termination.

13. EVALUATION AND MONITORING

a. The Grantee shall cooperate with and freely participate in any monitoring or evaluation activities conducted by WSDA, including site inspections, if requested.

b. If requested by WSDA, Grantee must provide photographs, either hard copy or electronically, which visually depict the progress made on the project.

c. WSDA or the State Auditor and any of their representatives shall have full access to and the right to examine all of the Grantee's records with respect to all matters covered in this Agreement. Such representatives shall be permitted to audit, examine, and make excerpts or transcripts from such records and to make audits of all contracts, invoices, materials, payrolls, and records of matters covered by this Agreement. Such rights last for six (6) years from the date final payment is made.

14. SIGNAGE, MARKERS, AND PUBLICATIONS

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

15. CODE REQUIREMENTS

All construction and rehabilitation projects must satisfy the requirements of applicable local, state, and federal building, mechanical, plumbing, fire, energy, and barrier-free codes. Compliance with the Americans with Disabilities Act of 1990, 28 C.F.R. Part 35 will be required, as specified by the local building Department.

16. PREVAILING WAGE LAW

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

17. RECAPTURE PROVISION

a. If Grantee fails to expend state funds in accordance with state law or the provisions of this Agreement, WSDA reserves the right to recapture state funds in an amount equivalent to the principal amount of the grant plus interest. Interest is calculated at the rate of interest on State of Washington general obligation bonds issued most closely to the date of authorization of the grant.

b. Repayment by the Grantee of state funds under this recapture provision shall occur within thirty (30) days of demand. If WSDA is required to institute proceedings to enforce this recapture provision, WSDA is entitled to its cost thereof, including reasonable attorney's fees.

c. If Grantee fails to perform this Agreement in accordance with state laws, federal laws, and/or the provisions of this Agreement, WSDA reserves the right to recapture all funds disbursed under the Agreement, in addition to any other remedies available at law or in equity.

18. AMENDMENTS

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

19. SAVINGS

If funding from state or other sources is withdrawn, reduced, or limited in any way after the effective date of this Agreement and prior to normal completion, WSDA may terminate the Agreement for convenience under Section 27, without the ten (10) business days' notice requirement. In lieu of termination and at WSDA's discretion, the parties may amend the Agreement to reflect the new funding limitations and conditions.

20. NONDISCRIMINATION

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

The funds provided under this Agreement shall not be used to fund religious worship, exercise, or instruction. No person shall be required to participate in any religious worship, exercise, or instruction in order to have access to the facilities funded by this Agreement.

b. Obligation to Cooperate. Grantee, including any subcontractor, shall cooperate and comply with any Washington state agency investigation regarding any allegation that Grantee, including any subcontractor, has engaged in discrimination prohibited by this Agreement pursuant to RCW 49.60.530(3).

c. Default. Notwithstanding any provision to the contrary, WSDA may suspend Grantee, including any subcontractor, upon notice of a failure to participate and cooperate with any state agency investigation into alleged discrimination prohibited by this Agreement, pursuant to RCW 49.60.530(3). Any such suspension will remain in place until WSDA receives notification that Grantee, including any subcontractor, is cooperating with the investigating state agency. In the event Grantee, or subcontractor, is determined to have engaged in discrimination identified at RCW 49.60.530(3), WSDA may terminate this Agreement in whole or in part, and Grantee, subcontractor, or both, may be referred for debarment as provided in RCW 39.26.200. Grantee or subcontractor may be given a reasonable time in which to cure this noncompliance, including implementing conditions consistent with any court-ordered injunctive relief or settlement agreement.

d. Remedies for Breach. Notwithstanding any provision to the contrary, in the event of Agreement termination or suspension for engaging in discrimination, Grantee, subcontractor, or both, shall be liable for contract damages as authorized by law including, but not limited to, any cost difference between the original Grant and the replacement or cover Grant and all administrative costs directly related to the replacement Grant, e.g., cost of the competitive bidding, mailing, advertising and staff time , which damages are distinct from any penalties imposed under Chapter 49.60, RCW. Grantee may also be required to repay grant funds pursuant to Section 17 (Recapture) of the Terms and Conditions if the

Agreement is terminated based on a violation of the nondiscrimination requirement. WSDA shall have the right to deduct from any monies due to Grantee or subcontractor, or that thereafter become due, an amount for damages Grantee or subcontractor will owe WSDA for default under this provision.

21. HISTORICAL AND CULTURAL ARTIFACTS

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

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

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

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

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

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

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

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

22. CONFLICT OF INTEREST

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

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

If the Grantee has a parent, affiliate, or subsidiary organization that is not a state, local government, or federally recognized tribe, the Grantee must also maintain written standards of conduct covering organizational conflicts of

interest. Organizational conflicts of interest means that because of relationships with a parent company, affiliate, or subsidiary organization, the grantee is unable or appears to be unable to be impartial in conducting a procurement action involving a related organization.

23. DISPUTES

Except as otherwise provided in this Agreement, when a dispute arises between the parties that cannot be resolved through discussion and negotiation, either party may request a dispute hearing. The parties shall select a dispute resolution team to resolve the dispute. The dispute resolution team shall consist of a representative appointed by the WSDA, a representative appointed by the Grantee, and a third party mutually agreed upon by both parties. The dispute resolution team shall attempt, by majority vote, to resolve the dispute. The parties agree that this dispute process shall precede any action in a judicial or quasi-judicial setting.

24. HOLD HARMLESS

a. This Agreement is solely for the benefit of the parties and gives no right to any other entity that is not a party to this Agreement. Each party is responsible and assumes liability for its own negligent acts or omissions, or those of its officers, agents, or employees to the fullest extent required by law. In the case of negligence of more than one party, any damages allowed shall be levied in proportion to the percentage of negligence attributable to each party, and each party shall have the right to seek contribution from the other party in proportion to the percentage of negligence attributable to the other party.

b. This indemnification clause also applies to all causes of action arising out of the performance of work activities under this Agreement. Each contract for services or activities utilizing funds provided in whole or in part by this Agreement must include a provision that WSDA and the State of Washington are not liable for damages or claims from damages arising from any subcontractor's performance or activities under the terms of the contracts.

25. INDEPENDENT CAPACITY OF GRANTEE

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

26. RECORDS MAINTENANCE

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

27. TERMINATION OR SUSPENSION

a. For Cause: If WSDA determines the Grantee has failed to comply with the conditions of this Agreement in a timely manner, WSDA has the right to terminate this Agreement. Before terminating the Agreement, WSDA shall notify the Grantee in writing of the need to take corrective action. If corrective action is not taken within twenty (20) calendar days, WSDA may terminate the Agreement and seek recapture of funds as provided in Section 17.

b. For Failure to Complete: If the Grantee fails to complete the Capital Project by the Project Completion Date shown on the Grant Agreement Face Page, WSDA may terminate this Agreement and seek recapture of funds as provided in Section 17.

c. For Convenience: Except as otherwise provided in this Agreement, WSDA may terminate this Agreement, in whole or in part, after ten (10) days written notice, beginning on the second day after the mailing. If this Agreement is so terminated, WSDA shall be liable only for payment required under the terms of this Agreement for services rendered or goods delivered prior to the effective date of termination.

d. Suspension: WSDA reserves the right to suspend all or part of the Agreement, withhold further payments, or prohibit the Grantee from incurring additional obligations of funds during investigation of an alleged

compliance breach and pending corrective action by the Grantee or a decision by WSDA to terminate the Agreement.

e. The rights and remedies of WSDA provided in this contract are not exclusive and are, in addition to any other rights and remedies, provided by law.

28. ORDER OF PRECEDENCE

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

a. Applicable federal and state of Washington statutes and regulations

b. Grant Agreement Face Sheet

c. Terms and Conditions

d. Attachments

29. OWNERSHIP OF PROPERTY

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

30. ENTIRE AGREEMENT

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

31. GOVERNING LAW AND VENUE

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

32. SEVERABILITY

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

33. SURVIVAL

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

34. WAIVER

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

35. GRANT MANAGEMENT

The Agreement manager 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 Manager for the Grantee is:	**The Agreement Manager for WSDA is:**
Shari Ioffrida, Fair Manager Clallam County Fair 1608 W. 16th Street Port Angeles, WA 98363 Phone: 360-417-2551 shari.ioffrida@clallamcountywa.gov	Anne Norman, Fairs Program Administrator Washington State Dept. of Agriculture 1111 Washington Street SE PO Box 42560 Olympia, WA 98504-2560 Telephone: 360-902-2043 Email: fairs@agr.wa.gov

ATTACHMENT I:
GRANTEE'S APPLICATION FOR CAPITAL GRANT FUNDS

ATTACHMENT II:
CERTIFICATION OF THE AVAILABILITY OF NON-STATE MATCHING OR IN-KIND SERVICES TO COMPLETE THE PROJECT

Washington State Department of Agriculture: FAIR CAPITAL GRANTS
Grantee: Clallam County
Agreement Number: K5041

Type of Funding	Source Description	Amount
Grant	Washington State Department of Agriculture	**$150,000.00**
Other Grants		
Grant #1		$0
Grant #2		$0
Total Other Grants		**$0**
Other Monetary Sources		
Source #1		$0
Total Other Sources		**$0**
Estimated Value of In-Kind Services		
Source #1	maintenance staff 100hrs @ $78.00	$7,800.00
Source #2	Volunteers- 200hrs @ $27.19	$5,438.00
Total Value of In-Kind		**$13,238.00**
Total Project Funding		**$150,000.00**

CERTIFICATION PERFORMANCE MEASURE

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

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

Mike French
County Commissioner

DATE

Approved as to form only by

Bert Dee Boughton
Civil Deputy Prosecuting Attorney
Clallam County

15

APR 2 9 2024

AGENDA ITEM SUMMARY

(Must be submitted NLT 3PM Wednesday for next week agenda)

Department: Public Works/Roads

WORK SESSION ☒ **Meeting Date: 04/29/2024**

REGULAR AGENDA ☒ **Meeting Date: 05/07/2024**

Required originals approved and attached? ☒
Will be provided on:

Item summary:

☐ Call for Hearing
☐ Contract/Agreement/MOU - Contract #
☐ Resolution
☐ Proclamation
☐ Budget Item
☐ Draft Ordinance
☐ Final Ordinance
☒ Other Right of Way Purchase

Documents exempt from public disclosure attached: ☐

Executive summary:
There is a fish barrier project on Bear Creek Road. Clallam County is acquiring a small area as a permanent easement with a larger area needed as a temporary construction easement.

Budgetary impact: (Is there a monetary impact? If so, are funds for this already allocated or is a budget change necessary? If this is a contract and a budget change is necessary, the budget change form must be submitted with the item at work session and for the regular agenda) **If a budget action is required, has it been submitted and a copy attached?** ☐

10-SCP24BrCrk

Recommended action: (Does the Board need to act? If so, what is the department's recommendation?)

We recommend that the Commissioners review, approve and sign this agreement.

County Official signature & print name:. Joe Donisi, P.E.

Name of Employee/Stakeholder attending meeting: Joe Donisi, Linda Capps

Relevant Departments: Roads

Date submitted: 04/17/2024

CRP 544.23

COUNTY ROAD NAME Bear Creek Road NO. 20210

PROPERTY OWNERS Clifford and Judy Hewitt

CLALLAM COUNTY ROAD DEPARTMENT

Land Purchase Agreement

In exchange for deeded land in the matter of the above said County Road Project, Clallam County shall provide the following:

2070 S.F. Permanent Easement - $564.72

14,788 S.F. Temporary Construction Easement - 7 months - $913.19

Total **$1477.91**

Trees 2000.00

Administrative Adjustment 400.00

#3877.91

The disturbed area will be raked, seeded and mulched when construction is complete, replant 4 trees.

Trees to be picked for property owner

The undersigned property owners hereby authorize and grant Clallam County the right to provide the above agreement, together with the right to enter upon their remaining lands as may be necessary to perform any of the above. There are no other agreements written or oral other than those stated herein.

Signed at _____, Washington this ____day of _____, 2024.

C Hewitt 4/16/24
Property Owner

Property Owner

J Hewitt 4/16/24
Property Owner

Property Owner

Address; Street or Box No.

Address; Street or Box No.

City State Zip

City State Zip

R/W Agent or Witness

R/W Agent or Witness

Reviewed By:

Joe Donis 4-24-24
Assistant Engineer Date

Joe Donis 4-24-24
County Engineer Date

Ben Brought 4/24/24
Deputy Prosecuting Attorney Date

Approved By:
BOARD OF CLALLAM COUNTY COMMISSIONERS

Mike French, Chair Date

Randy Johnson Date

Mark Ozias Date

RWAGMT.DOC

WHEN RECORDED RETURN TO
Clallam County Public Works Department Road Division

Temporary Easement

THE GRANTOR Clifford and Judy Hewitt
for and in consideration of $10.00 and other valuable consideration grants and conveys to **CLALLAM COUNTY, A POLITICAL SUBDIVISION, BY AND THROUGH ITS ROAD DEPARTMENT**
a temporary easement over, under, upon and across the hereinafter described lands, situate in the County of Clallam, State of Washington, for the purpose of roads, slopes, drainage, clear zone and utilities.

Being a portion of Tax Parcel No: 123026121000

THAT PORTION OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 26, TOWNSHIP 30 NORTH, RANGE 12 WEST W.M. LYING NORTH OF BEAR CREEK COUNTY ROAD.

Situate in County of Clallam, State of Washington.

MORE PARTICULARLY DESCRIBED ON EXHIBIT A ATTACHED

together with the right at all times to the Grantee(s), its successors and assigns, for ingress to and egress from said lands, across adjacent lands of the Grantor(s) for the purpose of construction of the project or work which is the subject of this easement. The rights, title, privileges and authority hereby granted shall continue and be in force until 12/31/2024 at which time all such rights, title, Privileges and authority hereby granted shall terminate.

Dated _____ 20 _____

C H 4/16/24 * J Hewitt 4/16/24

GRANTOR: GRANTOR:

STATE OF WASHINGTON)
) ss.
COUNTY OF CLALLAM)

On this day personally appeared before me Clifford and Judy Hewitt to me known to be the individual(s) described in and who executed the within and foregoing instrument, and acknowledged that they signed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal this 16th day of April, 2024.

Notary Public in and for the State of Washington,

residing at Port Angeles, WA

My appointment expires: 11/22/27

STATE OF WASHINGTON)
) ss.
COUNTY OF CLALLAM)

On this _____ day of _____, 20 _____ before me, the under-signed, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared _____ and _____, to me known to be the _____ President and _____ Secretary, respectively, of _____ the corporation that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath states that _____ authorized to execute the said instrument and that the seal affixed is the corporate seal of said corporation.

Witness my hand and official seal hereto affixed the day and year first above written.

_____ Notary Public in and for the State of Washington,

residing at _____

My appointment expires: _____

HEWITT, CLIFFORD AND JUDY
PIN 2501
TPN 123026121000
TEMPORARY CONSTRUCTION EASEMENT

EXHIBIT "A"

THAT PORTION OF THE FOLLOWING DESCRIBED PROPERTY:

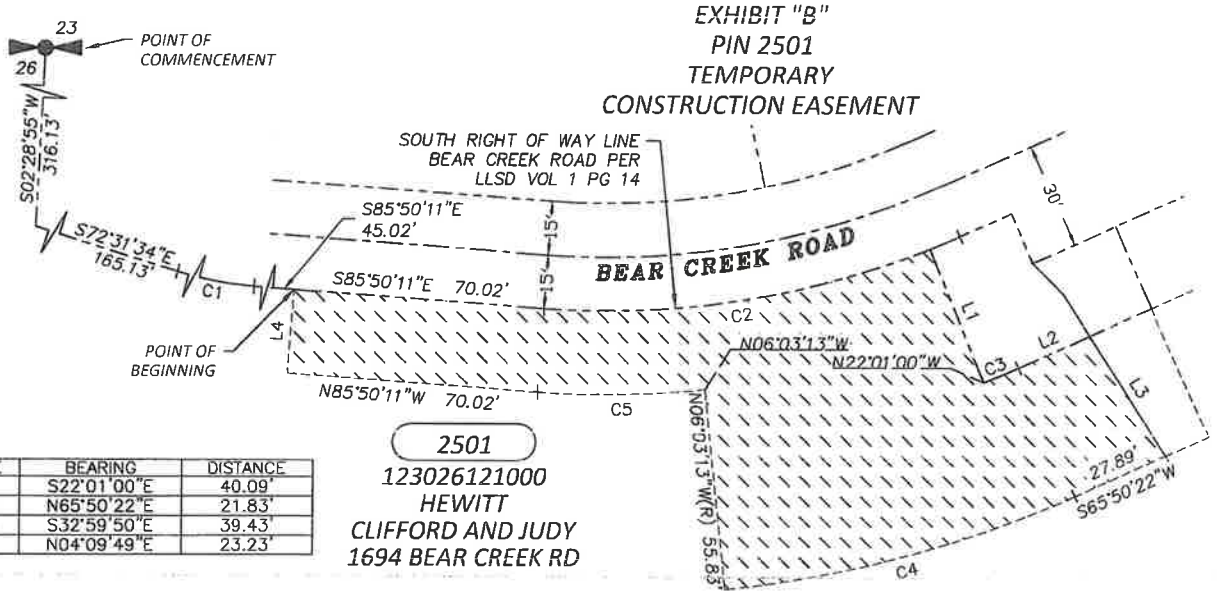
THAT PORTION OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 26, TOWNSHIP 30 NORTH, RANGE 12 WEST W.M. LYING NORTH OF BEAR CREEK COUNTY ROAD.

SITUATE IN CLALLAM COUNTY, STATE OF WASHINGTON.

MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 26;
THENCE S02°28'55"W ALONG THE WEST LINE OF SAID SUBDIVISION A DISTANCE OF 316.13 FEET TO THE SOUTHERLY MARGIN OF BEAR CREEK COUNTY ROAD;
THENCE S72°31'34"E ALONG SAID SOUTHERLY MARGIN A DISTANCE OF 165.13 FEET TO A CURVE TO THE LEFT HAVING A RADIUS OF 380.00 FEET;
THENCE ALONG SAID CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 13°18'37", AN ARC DISTANCE OF 88.28 FEET;
THENCE S85°50'11"E A DISTANCE OF 45.02 FEET TO THE POINT OF BEGINNING;
THENCE CONTINUING S85°50'11"E A DISTANCE OF 70.02 FEET TO A CURVE TO THE LEFT HAVING A RADIUS OF 240.00 FEET;
THENCE ALONG SAID CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 26°10'48", AN ARC DISTANCE OF 109.66 FEET;
THENCE S22°01'00"E A DISTANCE OF 40.09 FEET TO A NON-TANGENT CURVE WHOSE RADIUS POINT BEARS N22°01'00"W A DISTANCE OF 280.09 FEET;
THENCE NORTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 02°08'38" AN ARC DISTANCE OF 10.48 FEET;
THENCE N65°50'22"E A DISTANCE OF 21.83 FEET;
THENCE S32°59'50"E A DISTANCE OF 39.43 FEET;
THENCE S65°50'22"W A DISTANCE OF 27.89 FEET TO A CURVE TO THE RIGHT HAVING A RADIUS OF 319.06 FEET;
THENCE ALONG SAID CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 18°06'25", AN ARC DISTANCE OF 100.83 FEET;
THENCE N06°03'13"W A DISTANCE OF 55.83 FEET TO A NON-RADIAL CURVE WHOSE RADIUS POINT BEARS N06°03'13"W A DISTANCE OF 263.23 FEET;
THENCE WESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 10°13'02", AN ARC DISTANCE OF 46.94 FEET;
THENCE N85°50'11"W A DISTANCE OF 70.02 FEET;
THENCE N04°09'49"E A DISTANCE OF 23.23 FEET TO THE SOUTHERLY MARGIN OF BEAR CREEK COUNTY ROAD AND THE POINT OF BEGINNING.

EXHIBIT "B"
PIN 2501
TEMPORARY
CONSTRUCTION EASEMENT



LINE	BEARING	DISTANCE
L1	S22°01'00"E	40.09'
L2	N65°50'22"E	21.83'
L3	S32°59'50"E	39.43'
L4	N04°09'49"E	23.23'

2501
123026121000
HEWITT
CLIFFORD AND JUDY
1694 BEAR CREEK RD

CURVE	RADIUS	ARC LENGTH	DELTA ANGLE
C1	380.00'	88.28'	13°18'37"
C2	240.00'	109.66'	26°10'48"
C3	280.09'	10.48'	2°08'38"
C4	319.06'	100.83'	18°06'25"
C5	263.23'	46.94'	10°13'02"

N

TEMPORARY CONSTRUCTION
EASEMENT CONTAINING
10,231 S.F.

0 40 80

SCALE 1" = 40'

JEREME F. CHAPMAN
STATE OF WASHINGTON
45779
REGISTERED
PROFESSIONAL LAND SURVEYOR
12-15-2023

kpff
612 Woodland Square Loop SE,
Suite 100
Lacey, WA 98503
360.292.7230
www.kpff.com

WHEN RECORDED RETURN TO
Clallam County Public Works Department Road Division

Easement

THE GRANTOR Clifford and Judy Hewitt
for and in consideration of $10.00 and other valuable consideration grants and conveys to **CLALLAM COUNTY, A POLITICAL SUBDIVISION, BY AND THROUGH ITS ROAD DEPARTMENT**
an easement over, under, upon and across the hereinafter described lands, situate in the County of Clallam, State of Washington, to the same extent and purpose as if the rights herein conveyed had been acquired under Eminent Domain statutes of the State of Washington, for the purpose of roads, slopes, drainage, clear zone and utilities.

Being a portion of Tax Parcel No:123026121000

THAT PORTION OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 26, TOWNSHIP 30 NORTH, RANGE 12 WEST W.M. LYING NORTH OF BEAR CREEK ROAD.

Situate in County of Clallam, State of Washington.

MORE PARTICULARLY DESCRIBED ON EXHIBIT A ATTACHED.

Dated _____ 20 ____

C. E. Hewitt 4/16/24 — Hewitt 4/16/24

GRANTOR: GRANTOR:

STATE OF WASHINGTON)
) ss.
COUNTY OF CLALLAM)

On this day personally appeared before me Clifford & Judy Hewitt to me known to be the individual(s) described in and who executed the within and foregoing instrument, and acknowledged that they signed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal this 16th day of April, 2024

Notary Public in and for the State of Washington,

residing at Port Angeles, WA

My appointment expires: 11/22/27

STATE OF WASHINGTON)
) ss.
COUNTY OF CLALLAM)

On this _____ day of _____, 20 ____ before me, the under-signed, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared _____ and _____, to me known to be the _____ President and _____ Secretary, respectively, of _____ the corporation that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath states that _____ authorized to execute the said instrument and that the seal affixed is the corporate seal of said corporation.

Witness my hand and official seal hereto affixed the day and year first above written.

_____ Notary Public in and for the State of Washington,

residing at _____

My appointment expires: _____

HEWITT, CLIFFORD AND JUDY
PIN 2501
TPN 123026121000
Right of Way Acquisition

EXHIBIT "A"

THAT PORTION OF THE FOLLOWING DESCRIBED PROPERTY:

THAT PORTION OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 26, TOWNSHIP 30 NORTH, RANGE 12 WEST W.M. LYING NORTH OF BEAR CREEK COUNTY ROAD.

SITUATE IN CLALLAM COUNTY, STATE OF WASHINGTON.

MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 26;
THENCE S02°28'55"W ALONG THE WEST LINE OF SAID SUBDIVISION A DISTANCE OF 316.13 FEET TO THE SOUTHERLY MARGIN OF BEAR CREEK COUNTY ROAD;
THENCE S72°31'34"E ALONG SAID SOUTHERLY MARGIN A DISTANCE OF 165.13 FEET TO A CURVE TO THE LEFT HAVING A RADIUS OF 380.00 FEET;
THENCE ALONG SAID CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 13°18'37", AN ARC DISTANCE OF 88.28 FEET;
THENCE S85°50'11"E A DISTANCE OF 115.04 FEET TO A CURVE TO THE LEFT HAVING A RADIUS OF 240.00 FEET;
THENCE ALONG SAID CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 26°10'48", AN ARC DISTANCE OF 109.66 FEET TO THE THE POINT OF BEGINNING;
THENCE CONTINUING ALONG SAID CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 02°08'38", AN ARC DISTANCE OF 8.98 FEET;
THENCE N65°50'22"E A DISTANCE OF 15.45 FEET;
THENCE S24°09'38"E A DISTANCE OF 15.00 FEET;
THENCE S44°34'09"E A DISTANCE OF 12.20 FEET;
THENCE S32°59'50"E A DISTANCE OF 13.82 FEET;
THENCE S65°50'22"W A DISTANCE OF 21.83 FEET TO A CURVE TO THE RIGHT HAVING A RADIUS OF 280.09 FEET;
THENCE ALONG SAID CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 02°08'38", AN ARC DISTANCE OF 10.48 FEET;
THENCE N22°01'00"W A DISTANCE OF 40.09 FEET TO THE SOUTHERLY MARGIN OF BEAR CREEK COUNTY ROAD AND THE POINT OF BEGINNING.

EXHIBIT "B"
PIN 2505
RIGHT-OF-WAY
AQUISITION

LINE	BEARING	DISTANCE
L1	N65°50'22"E	15.45'
L2	S24°09'38"E	15.00'
L3	N65°50'22"E	25.24'
L4	S24°09'38"E	25.09'
L5	S65°50'22"W	18.86'
L6	N32°59'50"W	13.82'
L7	N44°34'09"W	12.20'
L8	S12°33'45"E	13.35'
L9	N15°33'47"W	13.35'

CURVE	RADIUS	ARC LENGTH	DELTA ANGLE
C1	380.00'	88.28'	13°18'37"
C2	240.00'	118.64'	28°19'27"
C3	620.00'	93.31'	8°37'24"
C4	620.00'	32.28'	2°58'58"
C5	606.65'	31.58'	2°58'58"

2501
123026121000
HEWITT
CLIFFORD AND JUDY
1694 BEAR CREEK RD

2505
123026128010
HEWITT
CLIFFORD AND JUDY
1904 BEAR CREEK RD

FEE AQUISITION
CONTAINS 963 S.F.

N

0 40 80
SCALE 1" = 40'

JEREME F. CHAPMAN
STATE OF WASHINGTON
45779
REGISTERED
PROFESSIONAL LAND SURVEYOR
12-27-2023

kpff
612 Woodland Square Loop SE,
Suite 100
Lacey, WA 98503
360.292.7230
www.kpff.com

1504

WHEN RECORDED RETURN TO
Clallam County Public Works Department Road Division

Temporary Easement

THE GRANTOR Clifford and Judy Hewitt
for and in consideration of $10.00 and other valuable consideration grants and conveys to **CLALLAM COUNTY, A POLITICAL SUBDIVISION, BY AND THROUGH ITS ROAD DEPARTMENT**
a temporary easement over, under, upon and across the hereinafter described lands, situate in the County of Clallam, State of Washington, for the purpose of roads, slopes, drainage, clear zone and utilities.

Being a portion of Tax Parcel No: 123026128010

THAT PORTION OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 26, TOWNSHIP 30 NORTH, RANGE 12 WEST W.M. LYING NORTH OF BEAR CREEK COUNTY ROAD.

Situate in County of Clallam, State of Washington.

MORE PARTICULARLY DESCRIBED ON EXHIBIT A ATTACHED

together with the right at all times to the Grantee(s), its successors and assigns, for ingress to and egress from said lands, across adjacent lands of the Grantor(s) for the purpose of construction of the project or work which is the subject of this easement. The rights, title, privileges and authority hereby granted shall continue and be in force until 12/31/2024 at which time all such rights, title, Privileges and authority hereby granted shall terminate.

Dated _____ 20 ____

C E/L. TF 4/16/24 X J Hewitt 4/16/24

GRANTOR: GRANTOR:

STATE OF WASHINGTON)
) ss.
COUNTY OF CLALLAM)

On this day personally appeared before me Clifford Judy Hewitt to me known to be the individual(s) described in and who executed the within and foregoing instrument, and acknowledged that they signed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal this 16th day of April, 2024.

Notary Public in and for the State of Washington,

residing at Port Angeles, WA

My appointment expires 11/22/27

STATE OF WASHINGTON)
) ss.
COUNTY OF CLALLAM)

On this _____ day of _____, 20 _____ before me, the under-signed, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared _____ and _____, to me known to be the _____ President and _____ Secretary, respectively, of _____ the corporation that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath states that _____ authorized to execute the said instrument and that the seal affixed is the corporate seal of said corporation.

Witness my hand and official seal hereto affixed the day and year first above written.

_____ Notary Public in and for the State of Washington,

residing at _____

My appointment expires: _____

HEWITT, CLIFFORD AND JUDY
PIN 2505
TPN 123026128010
TEMPORARY CONSTRUCTION EASEMENT

EXHIBIT "A"

THAT PORTION OF THE FOLLOWING DESCRIBED PROPERTY:

THAT PORTION OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 26, TOWNSHIP 30 NORTH, RANGE 12 WEST W.M. LYING NORTH OF BEAR CREEK COUNTY ROAD.

SITUATE IN CLALLAM COUNTY, STATE OF WASHINGTON.

MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 26;
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THENCE ALONG SAID CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 13°18'37", AN ARC DISTANCE OF 88.28 FEET;
THENCE S85°50'11"E A DISTANCE OF 115.04 FEET TO THE A CURVE TO THE LEFT HAVING A RADIUS OF 240.00 FEET;
THENCE ALONG SAID CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 28°19'27", AN ARC DISTANCE OF 118.64 FEET;
THENCE N65°50'22"E A DISTANCE OF 15.45 FEET;
THENCE S24°09'38"E A DISTANCE OF 15.00 FEET;
THENCE N65°50'22"E A DISTANCE OF 25.24 FEET TO THE POINT OF BEGINNING;
THENCE CONTINUING N65°50'22"E A DISTANCE OF 85.74 FEE TO A NON-TANGENT CURVE WHOSE RADIUS POINT BEARS S24°10'07"E A DISTANCE OF 620.00 FEET;
THENCE NORTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 8°37'24", AN ARC DISTANCE OF 93.31 FEET;
THENCE S15°32'43"E A DISTANCE OF 13.35 FEET TO A NON-TANGENT CURVE WHOSE RADIUS POINT BEARS S15°32'43"E A DISTANCE OF 606.65 FEET;
THENCE NORTHEASTERLYALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 2°58'58", AN ARC DISTANCE OF 31.58 FEET;
THENCE N12°33'45"E A DISTANCE OF 13.35 FEET TO A NON-TANGENT CURVE WHOSE RADIUS POINT BEARS S12°33'45"E A DISTANCE OF 620.00 FEET;
THENCE NORTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 5°48'08", AN ARC DISTANCE OF 62.78 FEET;

THENCE S06°45'38"E A DISTANCE OF 12.81 FEET TO A NON-TANGENT CURVE WHOSE RADIUS POINT BEARS S06°45'38"E A DISTANCE OF 607.19 FEET;
THENCE SOUTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 03°17'18", AN ARC DISTANCE OF 34.85 FEET;
THENCE S10°02'56"E A DISTANCE OF 13.51 FEET TO A NON-TANGENT CURVE WHOSE RADIUS POINT BEARS S10°02'56"E A DISTANCE OF 593.69 FEET;
THENCE SOUTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 07°46'24", AN ARC DISTANCE OF 80.55 FEET;
THENCE N17°49'20"W A DISTANCE OF 18.00 FEET TO A NON-TANGENT CURVE WHOSE RADIUS POINT BEARS S17°49'20"E A DISTANCE OF 611.69 FEET;
THENCE SOUTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 06°20'47", AN ARC DISTANCE OF 67.75 FEET;
THENCE S65°50'22"W A DISTANCE OF 57.80;
THENCE S24°09'38"E A DISTANCE OF 16.78 FEET;
THENCE S65°50'22"W A DISTANCE OF 27.94 FEET TO A POINT HEREINAFTER REFERRED TO AS TEMPORARY POINT "A";
THENCE N24°09'38"W A DISTANCE OF 25.09 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH THAT PORTION DESCRIBED AS FOLLOWS:

BEGINNING AT AFOREMENTIONED TEMPORARY POINT "A";
THENCE S24°09'38"E A DISTANCE OF 38.97 FEET;
THENCE S65°50'22"W A DISTANCE OF 12.81 FEET;
THENCE N32°59'50"W A DISTANCE OF 39.43 FEET;
THENCE N65°50'22"E A DISTANCE OF 18.86 FEET TO THE POINT OF BEGINNING.

1904

WHEN RECORDED RETURN TO
Clallam County Public Works Department Road Division

Easement

THE GRANTOR Clifford and Judy Hewitt
for and in consideration of $10.00 and other valuable consideration grants and conveys to **CLALLAM COUNTY, A POLITICAL SUBDIVISION, BY AND THROUGH ITS ROAD DEPARTMENT**
an easement over, under, upon and across the hereinafter described lands, situate in the County of Clallam, State of Washington, to the same extent and purpose as if the rights herein conveyed had been acquired under Eminent Domain statutes of the State of Washington, for the purpose of roads, slopes, drainage, clear zone and utilities.

Being a portion of Tax Parcel No:123026128010

THAT PORTION OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 26, TOWNSHIP 30 NORTH, RANGE 12 WEST W.M. LYING NORTH OF BEAR CREEK ROAD.

Situate in County of Clallam, State of Washington.

MORE PARTICULARLY DESCRIBED ON EXHIBIT A ATTACHED.

Dated _____ 20 _____

C Hewitt — J Hewitt 4/16/24

GRANTOR: GRANTOR:

STATE OF WASHINGTON)
) ss.
COUNTY OF CLALLAM)

On this day personally appeared before me Clifford + Judy Hewitt to me known to be the individual(s) described in and who executed the within and foregoing instrument, and acknowledged that they signed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal this 16th day of April, 2024.

Notary Public in and for the State of Washington,

residing at Port Angeles, WA

My appointment expires: 11/22/27

STATE OF WASHINGTON)
) ss.
COUNTY OF CLALLAM)

On this _____ day of _____, 20 _____ before me, the under-signed, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared _____ and _____, to me known to be the _____ President and _____ Secretary, respectively, of _____ the corporation that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath states that _____ authorized to execute the said instrument and that the seal affixed is the corporate seal of said corporation.

Witness my hand and official seal hereto affixed the day and year first above written.

_____ Notary Public in and for the State of Washington,

residing at _____

My appointment expires: _____

HEWITT, CLIFFORD AND JUDY
PIN 2505
TPN 123026128010
Right of way Acquisition

EXHIBIT "A"

THAT PORTION OF THE FOLLOWING DESCRIBED PROPERTY:

THAT PORTION OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 26, TOWNSHIP 30 NORTH, RANGE 12 WEST W.M. LYING NORTH OF BEAR CREEK COUNTY ROAD.

SITUATE IN CLALLAM COUNTY, STATE OF WASHINGTON.

MORE PARTICULARLY DESCRIBED AS FOLLOWS:

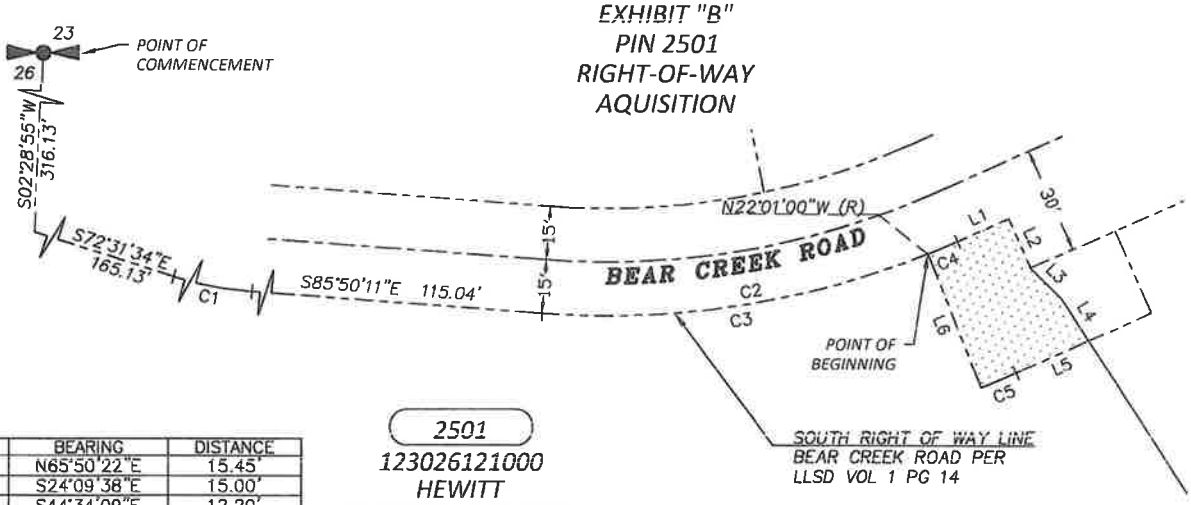
COMMENCING AT THE NORTHWEST CORNER OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 26;
THENCE S02°28'55"W ALONG THE WEST LINE OF SAID SUBDIVISION A DISTANCE OF 316.13 FEET TO THE SOUTHERLY MARGIN OF BEAR CREEK COUNTY ROAD;
THENCE S72°31'34"E ALONG SAID SOUTHERLY MARGIN A DISTANCE OF 165.13 FEET TO A CURVE TO THE LEFT HAVING A RADIUS OF 380.00 FEET;
THENCE ALONG SAID CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 13°18'37", AN ARC DISTANCE OF 88.28 FEET;
THENCE S85°50'11"E A DISTANCE OF 115.04 FEET TO THE A CURVE TO THE LEFT HAVING A REDIUS OF 240.00 FEET;
THENCE ALONG SAID CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 28°19'27", AN ARC DISTANCE OF 118.64 FEET;
THENCE N65°50'22"E A DISTANCE OF 15.45 FEET;
THENCE S24°09'38"E A DISTANCE OF 15.00 FEET TO THE POINT OF BEGINNING;
THENCE N65°50'22"E A DISTANCE OF 25.24 FEET TO A POINT HEREINAFTER REFERRED TO AS TEMPORARY POINT "A";
THENCE S24°09'38"E A DISTANCE OF 25.09 FEET;
THENCE S65°50'22"W A DISTANCE OF 18.86 FEET;
THENCE N32°59'50"W A DISTANCE OF 13.82 FEET;
THENCE N44°34'09"W A DISTANCE OF 12.20 FEET TO THE POINT OF BEGINNING;

TOGETHER WITH THAT PORTION DESCRIBED AS FOLLOWS:

COMMENCING AT THE AFOREMENTIONED TEMPORARY POINT "A" ON THE SOUTHERLY MARGIN OF BEAR CREEK COUNTY ROAD;
THENCE N65°50'22"E A DISTANCE OF 85.74 FEET TO A NON-TANGENT CURVE WHOSE RADIUS POINT BEARS S24°10′07"E A DISTANCE OF 620.00 FEET;

THENCE NORTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 08°37'24", AN ARC DISTANCE OF 93.31 FEET TO THE POINT OF BEGINNING;
THENCE CONTINUING NORTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 02°58'58", AN ARC DISTANCE OF 32.28 FEET;
THENCE S12°33'45"E A DISTANCE OF 13.35 FEET TO A NON-TANGENT CURVE WHOSE RADIUS POINT BEARS S12°33'45"E A DISTANCE OF 606.65 FEET; THENCE SOUTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 02°58'58", AN ARC DISTANCE OF 31.58 FEET;
THENCE N15°33'47"W A DISTANCE OF 13.35 FEET TO THE POINT OF BEGINNING.

EXHIBIT "B"
PIN 2501
RIGHT-OF-WAY
AQUISITION



LINE	BEARING	DISTANCE
L1	N65°50'22"E	15.45'
L2	S24°09'38"E	15.00'
L3	S44°34'09"E	12.20'
L4	S32°59'50"E	13.82'
L5	S65°50'22"W	21.83'
L6	N22°01'00"W	40.09'

2501
123026121000
HEWITT
CLIFFORD AND JUDY
1694 BEAR CREEK RD

CURVE	RADIUS	ARC LENGTH	DELTA ANGLE
C1	380.00'	88.28'	13°18'37"
C2	240.00'	118.64'	28°19'27"
C3	240.00'	109.66'	26°10'48"
C4	240.00'	8.98'	2°08'38"
C5	280.09'	10.48'	2°08'38"

FEE AQUISITION
CONTAINS 1,107 S.F.

0 40 80
SCALE 1" = 40'

JEREME F. CHAPMAN
STATE OF WASHINGTON
45779
REGISTERED
PROFESSIONAL LAND SURVEYOR
12-27-2023

kpff
612 Woodland Square Loop SE,
Suite 100
Lacey, WA 98503
360.292.7230
www.kpff.com

16

APR 2 9 2024

AGENDA ITEM SUMMARY

(Must be submitted NLT 3PM Wednesday for next week agenda)

Department: Public Works/Roads

WORK SESSION ☒ **Meeting Date:** 4/29/24

REGULAR AGENDA ☒ **Meeting Date:** 5/7/24

Required originals approved and attached? ☒
Will be provided on:

Item summary:

☐ Call for Hearing
☐ Contract/Agreement/MOU - Contract #
☐ Resolution
☐ Proclamation
☐ Budget Item
☐ Draft Ordinance
☐ Final Ordinance
☒ Other Right of Way Purchase

Documents exempt from public disclosure attached: ☐

Executive summary:
There is a fish barrier project on Bear Creek Road. Clallam County is acquiring a small area as a permanent easement with a larger area needed as a temporary construction easement.

Budgetary impact: (Is there a monetary impact? If so, are funds for this already allocated or is a budget change necessary? If this is a contract and a budget change is necessary, the budget change form must be submitted with the item at work session and for the regular agenda) **If a budget action is required, has it been submitted and a copy attached?** ☐

10-SCP24BrCrk

Recommended action: (Does the Board need to act? If so, what is the department's recommendation?)

We recommend that the Commissioners review, approve and sign this agreement.

County Official signature & print name:. Joe Donisi, Joe Donisi, P.E.

Name of Employee/Stakeholder attending meeting: Joe Donisi, Linda Capps

Relevant Departments: Roads

Date submitted: 04/17/2024

CRP **544.23**

COUNTY ROAD NAME Bear Creek Road NO. 20210

PROPERTY OWNERS Joel and Shauna Wilhelm

CLALLAM COUNTY ROAD DEPARTMENT
Land Purchase Agreement

In exchange for deeded land in the matter of the above said County Road Project, Clallam County shall provide the following:

273 S.F. Permanent Easement - $80.55

3570 S.F. Temporary Construction Easement - 7 months - $161.10

Trees to be removed - $1500

Total **$1741.65**

The area will be raked, seeded and mulched when construction is complete

The undersigned property owners hereby authorize and grant Clallam County the right to provide the above agreement, together with the right to enter upon their remaining lands as may be necessary to perform any of the above. There are no other agreements written or oral other than those stated herein.

Signed at Port Angeles, Washington this 12th day of Apr. 1, 2024.

Property Owner

Property Owner

Property Owner

Property Owner

Address; Street or Box No.

Address; Street or Box No.

City State Zip

City State Zip

R/W Agent or Witness

R/W Agent or Witness

Reviewed By:

Assistant Engineer 4-15-24 Date

County Engineer 4-15-24 Date

Deputy Prosecuting Attorney 4/24/24 Date

Approved By:
BOARD OF CLALLAM COUNTY COMMISSIONERS

Mike French, Chair Date

Randy Johnson Date

Mark Ozias Date

WHEN RECORDED RETURN TO
Clallam County Public Works Department Road Division

Temporary Easement

THE GRANTOR Joel and Shauna Wilhelm
for and in consideration of $10.00 and other valuable consideration grants and conveys to **CLALLAM COUNTY, A POLITICAL SUBDIVISION, BY AND THROUGH ITS ROAD DEPARTMENT**
a temporary easement over, under, upon and across the hereinafter described lands, situate in the County of Clallam, State of Washington, for the purpose of roads, slopes, drainage, clear zone and utilities.

Being a portion of Tax Parcel No: 123023430510

THAT PORTION OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 26, TOWNSHIP 30 NORTH, RANGE 12 WEST W.M. LYING NORTH OF BEAR CREEK COUNTY ROAD.

Situate in County of Clallam, State of Washington.

MORE PARTICULARLY DESCRIBED ON EXHIBIT A ATTACHED

together with the right at all times to the Grantee(s), its successors and assigns, for ingress to and egress from said lands, across adjacent lands of the Grantor(s) for the purpose of construction of the project or work which is the subject of this easement. The rights, title, privileges and authority hereby granted shall continue and be in force until 12/31/2024 at which time all such rights, title, Privileges and authority hereby granted shall terminate.

Dated 4/12 20 24

GRANTOR: Joel Wilhelm

GRANTOR: Shauna Wilhelm

STATE OF WASHINGTON)
) ss.
COUNTY OF CLALLAM)

On this day personally appeared before me Joel & Shauna Wilhelm to me known to be the individual(s) described in and who executed the within and foregoing instrument, and acknowledged that they signed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal this 12th day of April, 2024.

Notary Public in and for the State of Washington,

residing at Port Angeles, WA

My appointment expires 11/22/27

STATE OF WASHINGTON)
) ss.
COUNTY OF CLALLAM)

On this _____ day of _____, 20 _____ before me, the under-signed, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared _____ and _____, to me known to be the _____ President and _____ Secretary, respectively, of _____ the corporation that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath states that _____ authorized to execute the said instrument and that the seal affixed is the corporate seal of said corporation.

Witness my hand and official seal hereto affixed the day and year first above written.

_____ Notary Public in and for the State of Washington,

residing at _____

My appointment expires: _____

WILHELM, JOEL AND SHAUNA
PIN 2445
TPN 123023430510
TEMPORARY CONSTRUCTION EASEMENT

EXHIBIT "A"

THAT PORTION OF THE FOLLOWING DESCRIBED PROPERTY:

THAT PORTION OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 26, TOWNSHIP 30 NORTH, RANGE 12 WEST W.M. LYING NORTH OF BEAR CREEK COUNTY ROAD.
SITUATE IN CLALLAM COUNTY, STATE OF WASHINGTON.

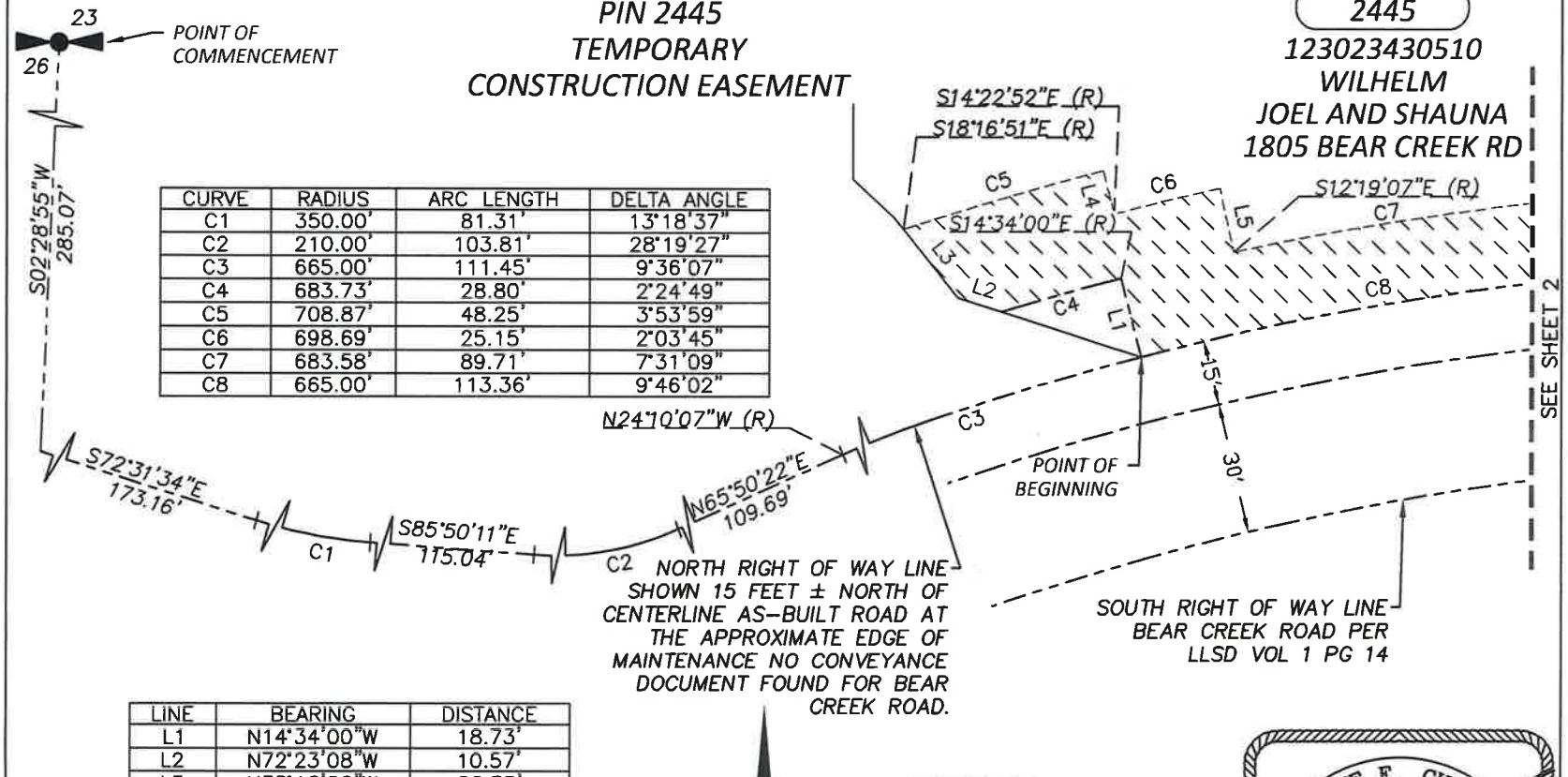
MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 26;
THENCE S02°28'55"W ALONG THE WEST LINE OF SAID SUBDIVISION A DISTANCE OF 285.07 FEET TO THE NORTHERLY MARGIN OF BEAR CREEK COUNTY ROAD;
THENCE S72°31'34"E ALONG SAID NORTHERLY MARGIN A DISTANCE OF 173.16 FEET TO A CURVE TO THE LEFT HAVING A RADIUS OF 350.00 FEET;
THENCE ALONG SAID CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 13°18'37", AN ARC DISTANCE OF 81.31 FEET;
THENCE S85°50'11"E A DISTANCE OF 115.04 FEET TO A CURVE TO THE LEFT HAVING A RADIUS OF 210.00 FEET;
THENCE ALONG SAID CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 28°19'27", AN ARC DISTANCE OF 103.81 FEET;
THENCE N65°50'22"E A DISTANCE OF 109.69 FEET TO A NON-TANGENT CURVE WHOSE RADIUS POINT BEARS S24°10'07"E A DISTANCE OF 665.00 FEET;
THENCE NORTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 09°36'07" AN ARC DISTANCE OF 111.45 FEET TO THE POINT OF BEGINNING;
THENCE N14°34'00"W A DISTANCE OF 18.73 FEET TO A NON-TANGENT CURVE WHOSE RADIUS POINT BEARS S14°34'00"E A DISTANCE OF 683.73 FEET;
THENCE SOUTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 02°24'49" AN ARC DISTANCE OF 28.80 FEET;
THENCE N72°23'08"W A DISTANCE OF 10.57 FEET;
THENCE N38°16'06"W A DISTANCE OF 20.35 FEET TO A NON-TANGENT CURVE WHOSE RADIUS POINT BEARS S18°16'51"E A DISTANCE OF 708.87 FEET;
THENCE ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 03°53'59", AN ARC DISTANCE OF 48.25 FEET;
THENCE S14°22'52"E A DISTANCE OF 10.18 FEET TO A NON-TANGENT CURVE WHOSE RADIUS POINT BEARS S14°22'52"E A DISTANCE OF 698.69 FEET;
THENCE NORTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 02°03'45", AN ARC DISTANCE OF 25.15 FEET;

THENCE S12°19'07"E A DISTANCE OF 15.11 FEET TO A NON-TANGENT CURVE WHOSE RADIUS POINT BEARS S12°19'07"E A DISTANCE OF 683.58 FEET ;
THENCE NORTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 07°31'09", AN ARC DISTANCE OF 89.71 FEET;
THENCE S04°47'57"E A DISTANCE OF 18.58 FEET TO SAID NORTHERLY MARGIN AND TO A NON-TANGENT CURVE WHOSE RADIUS POINT BEARS S04°47'57"E A DISTANCE OF 665.00 FEET;
THENCE SOUTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 09°46'02", AN ARC DISTANCE OF 113.36 FEET TO THE POINT OF BEGINNING.

EXHIBIT "B"
PIN 2445
TEMPORARY CONSTRUCTION EASEMENT

2445
123023430510
WILHELM
JOEL AND SHAUNA
1805 BEAR CREEK RD



CURVE	RADIUS	ARC LENGTH	DELTA ANGLE
C1	350.00'	81.31'	13°18'37"
C2	210.00'	103.81'	28°19'27"
C3	665.00'	111.45'	9°36'07"
C4	683.73'	28.80'	2°24'49"
C5	708.87'	48.25'	3°53'59"
C6	698.69'	25.15'	2°03'45"
C7	683.58'	89.71'	7°31'09"
C8	665.00'	113.36'	9°46'02"

LINE	BEARING	DISTANCE
L1	N14°34'00"W	18.73'
L2	N72°23'08"W	10.57'
L3	N38°16'06"W	20.35'
L4	S14°22'52"E	10.18'
L5	S12°19'07"E	15.11'
L6	S04°47'57"E	18.58'

TEMPORARY CONSTRUCTION EASEMENT CONTAINING 3,570 S.F.

0 40 80

SCALE 1" = 40'

kpff
612 Woodland Square Loop SE,
Suite 100
Lacey, WA 98503
360.292.7230
www.kpff.com

JEREME F. CHAPMAN
STATE OF WASHINGTON
45779
REGISTERED
PROFESSIONAL LAND SURVEYOR
12-27-2023

EXHIBIT "B"
PIN 2445
TEMPORARY
CONSTRUCTION EASEMENT

CURVE	RADIUS	ARC LENGTH	DELTA ANGLE
C1	350.00'	81.31'	13°18'37"
C2	210.00'	103.81'	28°19'27"
C3	665.00'	111.45'	9°36'07"
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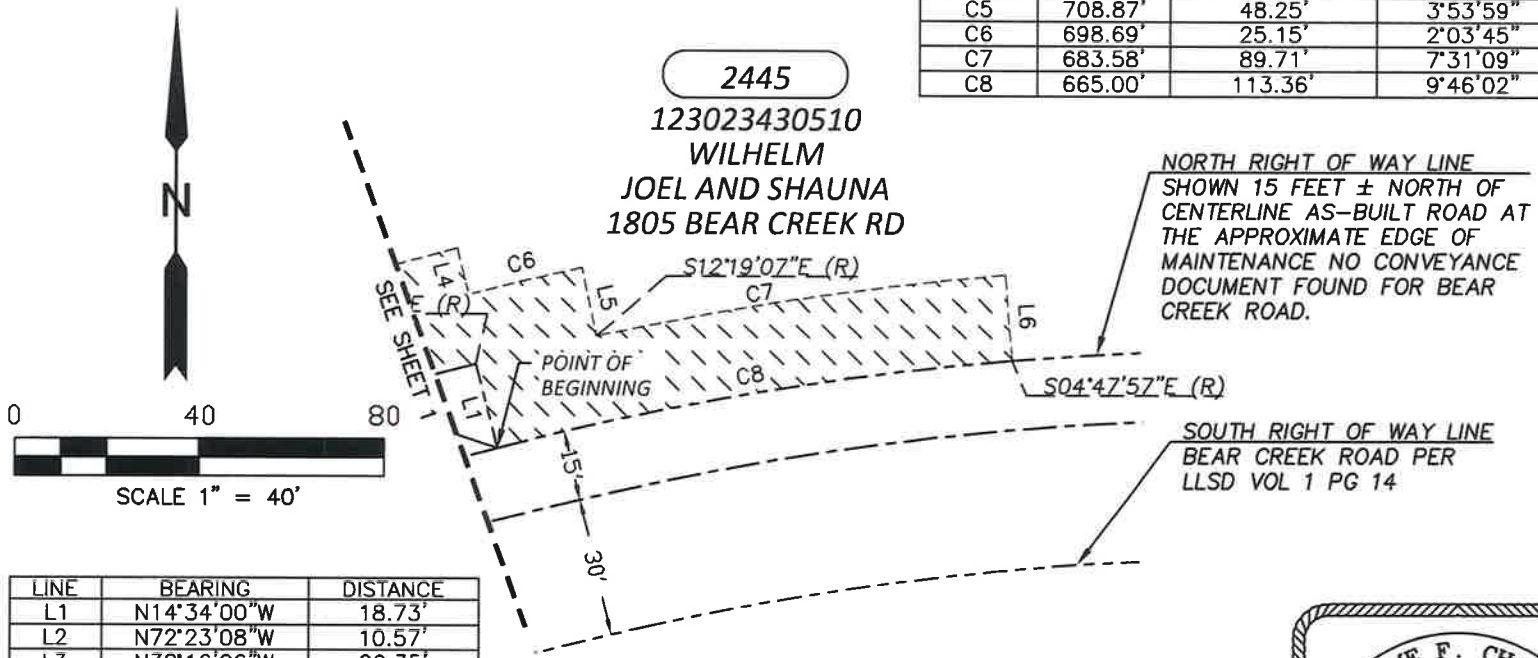
C5	708.87'	48.25'	3°53'59"
C6	698.69'	25.15'	2°03'45"
C7	683.58'	89.71'	7°31'09"
C8	665.00'	113.36'	9°46'02"



LINE	BEARING	DISTANCE
L1	N14°34'00"W	18.73'
L2	N72°23'08"W	10.57'
L3	N38°16'06"W	20.35'
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L5	S12°19'07"E	15.11'
L6	S04°47'57"E	18.58'

TEMPORARY CONSTRUCTION
EASEMENT CONTAINING
3,570 S.F.

kpff
612 Woodland Square Loop SE,
Suite 100
Lacey, WA 98503
360.292.7230
www.kpff.com

WHEN RECORDED RETURN TO
Clallam County Public Works Department Road Division

Easement

THE GRANTOR Joel and Shauna Wilhelm
for and in consideration of $10.00 and other valuable consideration grants and conveys to **CLALLAM COUNTY, A POLITICAL SUBDIVISION, BY AND THROUGH ITS ROAD DEPARTMENT**
an easement over, under, upon and across the hereinafter described lands, situate in the County of Clallam, State of Washington, to the same extent and purpose as if the rights herein conveyed had been acquired under Eminent Domain statutes of the State of Washington, for the purpose of roads, slopes, drainage, clear zone and utilities.

Being a portion of Tax Parcel No:123023430510

THAT PORTION OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 26, TOWNSHIP 30 NORTH, RANGE 12 WEST W.M. LYING NORTH OF BEAR CREEK ROAD.

Situate in County of Clallam, State of Washington.

MORE PARTICULARLY DESCRIBED ON EXHIBIT A ATTACHED.

Dated 4/12 20 24

GRANTOR: Joel Wilhelm

GRANTOR: Shauna Wilhelm

STATE OF WASHINGTON)
) ss.
COUNTY OF CLALLAM)

On this day personally appeared before me Joel & Shauna Wilhelm to me known to be the individual(s) described in and who executed the within and foregoing instrument, and acknowledged that they signed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal this 12th day of April, 2024.

Notary Public in and for the State of Washington,

residing at Port Angeles, WA

My appointment expires: 11/22/27

STATE OF WASHINGTON)
) ss.
COUNTY OF CLALLAM)

On this _____ day of _____, 20 ____ before me, the under-signed, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared _____ and _____, to me known to be the _____ President and _____ Secretary, respectively, of _____ the corporation that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath states that _____ authorized to execute the said instrument and that the seal affixed is the corporate seal of said corporation.

Witness my hand and official seal hereto affixed the day and year first above written.

_____ Notary Public in and for the State of Washington,

residing at _____

My appointment expires: _____

WILHELM, JOEL AND SHAUNA
PIN 2445
TPN 123023430510
Right of Way Acquisition

EXHIBIT "A"

THAT PORTION OF THE FOLLOWING DESCRIBED PROPERTY:

THAT PORTION OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 26, TOWNSHIP 30 NORTH, RANGE 12 WEST W.M. LYING NORTH OF BEAR CREEK COUNTY ROAD.

SITUATE IN CLALLAM COUNTY, STATE OF WASHINGTON.

MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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THENCE S72°31'34"E ALONG SAID NORTHERLY MARGIN A DISTANCE OF 173.16 FEET TO A CURVE TO THE LEFT HAVING A RADIUS OF 350.00 FEET;
THENCE ALONG SAID CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 13°18'37", AN ARC DISTANCE OF 81.31 FEET;
THENCE S85°50'11"E A DISTANCE OF 115.04 FEET TO A CURVE TO THE LEFT HAVING A RADIUS OF 210.00 FEET;
THENCE ALONG SAID CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 28°19'27", AN ARC DISTANCE OF 103.81 FEET;
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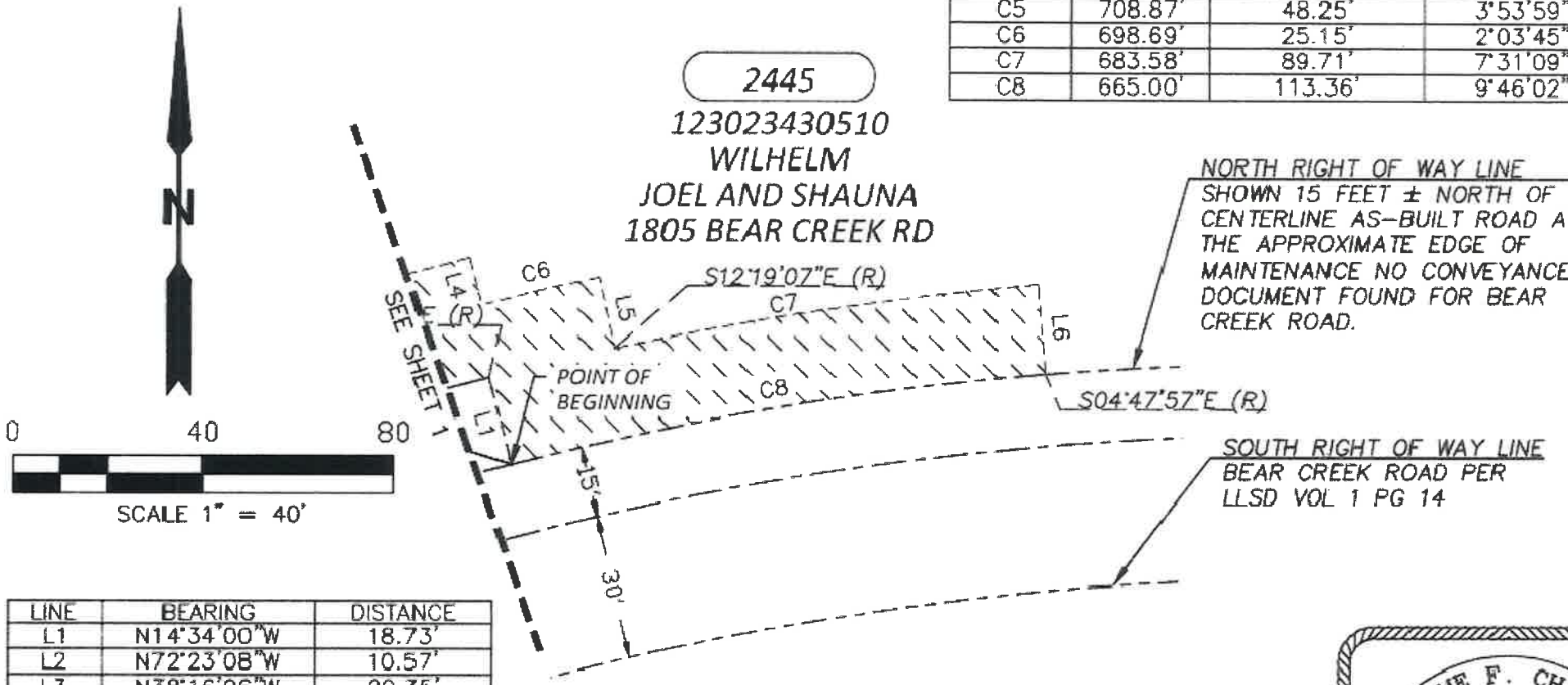
THENCE NORTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 09°36'07" AN ARC DISTANCE OF 111.45 FEET TO THE POINT OF BEGINNING;
THENCE CONTINUING N72°23'08"W A DISTANCE OF 34.02 FEET TO A NON-RADIAL CURVE WHOSE RADIUS POINT BEARS S16°58'49"E A DISTANCE OF 683.73 FEET;
THENCE NORTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 2°24'49" AN ARC DISTANCE OF 28.80 FEET;
THENCE S14°34'00"E A DISTANCE OF 18.73 FEET TO THE POINT OF BEGINNING.

EXHIBIT "B"
PIN 2445
TEMPORARY
CONSTRUCTION EASEMENT

CURVE	RADIUS	ARC LENGTH	DELTA ANGLE
C1	350.00'	81.31'	13°18'37"
C2	210.00'	103.81'	28°19'27"
C3	665.00'	111.45'	9°36'07"
C4	683.73'	28.80'	2°24'49"
C5	708.87'	48.25'	3°53'59"
C6	698.69'	25.15'	2°03'45"
C7	683.58'	89.71'	7°31'09"
C8	665.00'	113.36'	9°46'02"



LINE	BEARING	DISTANCE
L1	N14°34'00"W	18.73'
L2	N72°23'08"W	10.57'
L3	N38°16'06"W	20.35'
L4	S14°22'52"E	10.18'
L5	S12°19'07"E	15.11'
L6	S04°47'57"E	18.58'

TEMPORARY CONSTRUCTION
EASEMENT CONTAINING
3,570 S.F.

kpff
612 Woodland Square Loop SE,
Suite 100
Lacey, WA 98503
360.292.7230
www.kpff.com

JEREME F. CHAPMAN
STATE OF WASHINGTON
45779
REGISTERED
PROFESSIONAL LAND SURVEYOR
12-27-2023

EXHIBIT "B"
PIN 2445
TEMPORARY
CONSTRUCTION EASEMENT

2445

123023430510
WILHELM
JOEL AND SHAUNA
1805 BEAR CREEK RD

23
26
POINT OF COMMENCEMENT

S02°28'55"W
285.07'

S72°31'34"E
173.16'

C1

S85°50'11"E
115.04'

C2

N65°50'22"E
109.69'

N24°10'07"W (R)

S14°22'52"E (R)
S18°16'51"E (R)

S14°34'00"E (R)

S12°19'07"E (R)

C3

C4

C5

C6

C7

C8

L2

L3

L5

15'

30'

POINT OF BEGINNING

NORTH RIGHT OF WAY LINE SHOWN 15 FEET ± NORTH OF CENTERLINE AS-BUILT ROAD AT THE APPROXIMATE EDGE OF MAINTENANCE NO CONVEYANCE DOCUMENT FOUND FOR BEAR CREEK ROAD.

SOUTH RIGHT OF WAY LINE BEAR CREEK ROAD PER LLSD VOL 1 PG 14

CURVE	RADIUS	ARC LENGTH	DELTA ANGLE
C1	350.00'	81.31'	13°18'37"
C2	210.00'	103.81'	28°19'27"
C3	665.00'	111.45'	9°36'07"
C4	683.73'	28.80'	2°24'49"
C5	708.87'	48.25'	3°53'59"
C6	698.69'	25.15'	2°03'45"
C7	683.58'	89.71'	7°31'09"
C8	665.00'	113.36'	9°46'02"

LINE	BEARING	DISTANCE
L1	N14°34'00"W	18.73'
L2	N72°23'08"W	10.57'
L3	N38°16'06"W	20.35'
L4	S14°22'52"E	10.18'
L5	S12°19'07"E	15.11'
L6	S04°47'57"E	18.58'

N

TEMPORARY CONSTRUCTION EASEMENT CONTAINING 3,570 S.F.

0 40 80

SCALE 1" = 40'

JERRE F. CHAPMAN
STATE OF WASHINGTON
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12-27-2023

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APR 2 9 2024

AGENDA ITEM SUMMARY

(Must be submitted NLT 3PM Wednesday for next week agenda)

Department: Public Works

WORK SESSION ☒ **Meeting Date: 04/29/2024**

REGULAR AGENDA ☒ **Meeting Date: 05/07/2024**

Required originals approved and attached? ☒
Will be provided on:

Item summary:

☐ Call for Hearing
☐ Contract/Agreement/MOU - Contract #
☐ Resolution
☐ Proclamation
☐ Budget Item
☐ Draft Ordinance
☐ Final Ordinance
☒ Other – Call for Bids

Documents exempt from public disclosure attached: ☐

Executive summary:
This item is the solicitation of bids for the annual supply contract for the 2024 Hot Mix Asphalt and CSS-1 Liquid Asphalt products for the year 2024.

Budgetary impact: (Is there a monetary impact? If so, are funds for this already allocated or is a budget change necessary? If this is a contract and a budget change is necessary, the budget change form must be submitted with the item at work session and for the regular agenda) **If a budget action is required, has it been submitted and a copy attached?** ☐

The 2024 Road Fund budget includes the necessary monies required for the purchase of these materials.

Recommended action: (Does the Board need to act? If so, what is the department's recommendation?)

We recommend that the Commissioners review, approve and authorize the Chair to sign the Invitation to Bids and schedule the bid opening for May 28, 2024.

County Official signature & print name: Joe Donisi, Joe Donisi

Names of Relevant Departments/Employees/Stakeholders attending meeting:

Public Works

Date submitted: 04/23/2024

NOTICE OF INVITATION TO BID

SEALED BIDS will be received by the Board of Clallam County Commissioners at 223 E. Fourth Street, Room 150, Port Angeles, Washington, until 10:00 a.m., Tuesday, **May 28, 2024**, at which time they will be publicly opened and read aloud for the **2024 Hot Mix Asphalt and CSS-1 Liquid Asphalt Requirements** of the Clallam County Public Works Department.

Bid price is to include all applicable taxes and to include delivery to various locations. Complete specifications and bid forms may be obtained from the Public Works Department, 223 E. Fourth Street, Suite 6, Port Angeles, WA 98362, or by calling (360) 417-2319. Bidding related questions regarding this supply contract may be directed to Jason O'Dell at (360) 417-2434.

Sealed bids must be clearly marked on the outside of the envelope, **"BID PROPOSAL - 2024 HOT MIX ASPHALT REQUIREMENTS".** Address bid proposal to: Board of Clallam County Commissioners, 223 East 4th Street, Suite 4, Port Angeles, WA 98362, or hand deliver to 223 East 4th Street, Room 150, Port Angeles, Washington. Bid documents delivered to other offices and received late by the Commissioners' Office will not be considered, nor will bids received by facsimile or e-mail.

Clallam County hereby notifies all bidders that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises as defined in Title VI of the Civil Rights Act of 1964 at 49 CFR Part 23 will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, national origin, or sex in consideration for an award.

Clallam County will determine the lowest responsible bidder in accordance with the terms of Clallam County Code Section 3.12.070; and reserves the right to reject any and all bids and to waive informalities in the process or to accept the bid which in its estimation best serves the interests of Clallam County.

APPROVED THIS _____ DAY OF _____, 2024.

BOARD OF CLALLAM COUNTY COMMISSIONERS

_____
Mike French, Chair

ATTEST:

_____
Loni Gores, CMC,Clerk of the Board

PLEASE PUBLISH: May 10 & May 17

PLEASE BILL: Clallam County Public Works Department
223 E. 4th St., Ste. 6
Port Angeles, WA 98362

CLALLAM COUNTY PUBLIC WORKS DEPARTMENT
223 East Fourth Street, Suite 6
Port Angeles, Washington 98362

SPECIFICATIONS

for

2024 HOT MIX ASPHALT AND CSS-1 LIQUID ASPHALT REQUIREMENTS

APPROVED THIS 24th DAY OF April, 2024.

Joseph E. Donisi

Joseph Donisi, P.E.
County Engineer

CLALLAM COUNTY

2024 HOT MIX ASPHALT AND CSS-1 LIQUID ASPHALT REQUIREMENTS

1. The supplier or suppliers shall furnish hot mix asphalt and CSS-1 liquid asphalt to the Clallam County Public Works Department in the approximate total amounts shown on the attached Bid Proposal form, to meet the County's requirements for hot mix asphalt and for liquid asphalt. The tonnage amounts shown on the Bid Proposal form represent the County's good faith estimates of its projected requirements, although smaller amounts may be purchased at the County's option.

2. The supplier is advised that Clallam County has entered into interlocal agreements with other agencies for co-operative purchasing; and that such other agencies may desire to procure hot mix asphalt and/or liquid asphalt at the same bid price, terms, and conditions. Therefore, the supplier is expected to extend this bid to any other governmental agencies with whom the County shares an interlocal agreement. The supplier is advised that the City of Port Angeles has historically obtained its requirements through the County's bid process and is expected to do so for 2024. At this time, the County has no reason (other than the existence of such agreements) to anticipate that any other entity will request to "piggyback" on this solicitation.

3. Bidders shall state the beginning and ending dates that asphalt products will be available to the County during the year 2024. Between these dates all products are expected to be available upon request at all times with 24 hours' notice. However, realizing the supplier may periodically undertake other obligations which preclude supply of particular products (in particular Commercial HMA - 3/8") the County agrees to go up to seven (7) consecutive days without product, provided the supplier gives five (5) days' advance notice. Within each month, products shall be available to the County, during County work hours, more often than not.

4. Bidders shall submit unit bid prices for "EZ Street" Asphalt (or approved equal), Commercial HMA - 3/8", and CSS-1 (for tack coat or fog seal).

5. The "point of delivery" of the above-specified asphalt products shall be Port Angeles. The County will take delivery in its own trucks at the "Point of Delivery" at which point the supplier shall load the product into the County vehicle.

6. Loading temperatures shall conform to those specified by the Pacific Coast Division of the Asphalt Institute.

7. HMA and liquid asphalt products bid under this contract shall conform to all applicable sections of the current Washington State Department of Transportation Standard Specifications for Road, Bridge, and Municipal Construction (English Version) and all current amendments thereto. Particular attention is directed to Section 1-06, Control of Material; Section 5-04, Hot Mix Asphalt; Section 9-02, Bituminous Materials; and Section 9-03, Aggregates. The following revisions are made to the above-referenced specifications:

    a. The degradation factor for Commercial HMA - 3/8" and wearing course aggregates, specified in Section 9-03.8, is revised to 20 minimum.

b. The supplier is required to submit a proposed mix design to the County Engineer for approval.

11. The County reserves the right to reject any HMA or liquid asphalt products supplied to the County based on visual inspection of the HMA or liquid asphalt product. If the supplier disputes the County's basis of rejection, the County reserves the right to test the material or to have it tested by others for conformance to the specifications. The Supplier shall cease delivery of the product in dispute until test results are known. No payment will be made for rejected HMA or liquid asphalt products that do not meet specifications. If test results indicate that the product meets specifications, it will be accepted by the County, production may resume, and the County will pay for all testing costs for that particular occurrence. If test results indicate that the product does not meet specifications, all costs for testing for that particular occurrence shall be deducted from the final payment. If a non-conforming product has been delivered to a project site, it shall be removed and disposed of by the supplier at no cost to the County. The County reserves the right to terminate this material supply contract if, on two separate occasions, testing reveals that the material being supplied does not meet the specifications. The County also reserves the right, in this situation, to award the contract to one of the other bidders.

12. Supplier shall provide load tickets showing product, date, time, tonnage, mileage, and other relevant information for accounting and tracking purposes to the driver (if the County takes delivery) and to the on-site foreman (if the supplier delivers to a job site).

13. Realizing that current oil market prices are volatile, the County will allow the Contractor one mid-year unit price adjustment request with justification. If the Contractor chooses to submit a mid-year unit price adjustment request, he/she shall include accompanying documentation that justifies the unit price adjustment request. The Engineer will review the request to determine if the price adjustment is justified and either approve or disapprove it. To meet budget constraints, the County reserves the right to reduce quantities purchased if an increase in price is approved. The Engineer's decision will be final.

CLALLAM COUNTY

BID PROPOSAL FORM

2024 HOT MIX ASPHALT AND CSS-1 LIQUID ASPHALT REQUIREMENTS

APPROX. QTY.	UNIT	PRODUCT	UNIT PRICE	TOTAL
6,000	TON	Commercial HMA – 3/8"	$	$
50	TON	CSS-1 (for tack coat or fog seal)	$	$
300	TON	EZ Street Asphalt (or approved equal)	$	$
			Subtotal	$
			Sales Tax Rate ____ %	$
			TOTAL	$

Beginning and Ending Dates Material will be available in 2024: _____

BIDDER:

_____
(Name of Firm)

_____
(Mailing Address)

_____
(Street Address)

_____
(City, State, and Zip Code)

BY:

_____
(Signature and Title)

_____
(Date)

_____
(Telephone)

_____
(Fax Number)

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APR 2 9 2024

AGENDA ITEM SUMMARY

(Must be submitted NLT 3PM Wednesday for next week agenda)

Department: Public Works

WORK SESSION ☒ **Meeting Date: 04/29/2024**

REGULAR AGENDA ☐ **Meeting Date:**

Required originals approved and attached? ☒
Will be provided on:

Item summary:

☐ Call for Hearing
☐ Contract/Agreement/MOU - Contract #
☐ Resolution
☐ Proclamation
☐ Budget Item
☐ Draft Ordinance
☐ Final Ordinance
☒ Other – Grant Pre-application

Documents exempt from public disclosure attached: ☐

Executive summary:

Public works is seeking funding to pursue development of a county wide road Safety Plan. This item is to discuss a grant application that will request funding from the US Department of Transportation.

Budgetary impact: (Is there a monetary impact? If so, are funds for this already allocated or is a budget change necessary? If this is a contract and a budget change is necessary, the budget change form must be submitted with the item at work session and for the regular agenda) **If a budget action is required, has it been submitted and a copy attached?** ☐

Acquiring this grant would reduce the financial obligation from the road fund. The grant would partially cover employee wages as well as allow for a consultant to assist in the plan development.

Recommended action: (Does the Board need to act? If so, what is the department's recommendation?)

We recommend that the Commissioners review and support the County Administrator to approve the application for grant funding.

County Official signature & print name: Joe Donisi, Joe Donisi

Names of Relevant Departments/Employees/Stakeholders attending meeting:

Public Works

Date submitted: 04/23/2024

Clallam County
Grant Application Information

DEPARTMENT: **Public Works** DATE SUBMITTED TO W/S: **04/29/2024**

GRANT NAME: **Safe Streets and Roads for All** APPLICATION DEADLINE: **05/16/2024**

ISSUING AGENCY: **US Department of Transportation** IS THIS A RENEWAL? **no**

LENGTH OF GRANT: **3 years** RENEWAL POSSIBLE? **no**

TOTAL AWARD: **$209,040** ANNUAL AMOUNT :**varies**

MATCH REQUIRED? **yes** MATCH AMOUNT: $**52,260**

DESCRIPTION OF GRANT AND PURPOSE:
The purpose of this grant is to assist local governments in improving road safety.

EXPLAIN HOW THIS GRANT WILL BE USED FOR THE GOOD OF CLALLAM COUNTY CITIZENS:
The monies obtained from this grant will be used to analyze the county road system, identify safety needs, establish priorities and obtain funding.

DOES THE GRANT ACTIVITY FURTHER THE DEPARTMENT'S MISSION OR CORE FUNCTIONS? HAS IT BEEN A PART OF LONG TERM DEPARTMENT OR COUNTY GOALS?
Yes, the grant would fund the development of a county wide road safety plan.

DOES THE GRANT ACTIVITY INCREASE AN EXISTING SERVICE OR ADD A NEW SERVICE? TO WHAT DEGREE? IF THE GRANT WERE NOT AVAILABLE, WOULD THE SERVICE HAVE BEEN NECESSARY?
no

WHAT MEASUREMENTS (PERFORMANCE MEASURES) WILL BE USED TO EVALUATE THE SUCCESS OF THE ACTIVITIES PROVIDED BY THE GRANT? WILL PERFORMANCE MEASURES BE DEVELOPED?
The end goal of developing a Safety Plan through this grant funding is that it will demonstrate needed safety projects and bolster the county's ability to secure future road safety grants for projects.

DOES THE GRANT ACTIVITY CREATE A NEW SERVICE OR LEVEL OF SERVICE WHICH IS EXPECTED TO BE CONTINUED FROM LOCAL FUNDING AT THE END OF THE GRANT PERIOD?
no

IF MATCHING FUNDS ARE REQUIRED, WHERE WILL THEY COME FROM? DOES THE DEPARTMENT HAVE EXISTING RESOURCES TO COVER MATCH REQUIREMENTS? FROM WHERE?
Grant matching will be accomplished through budgeted personnel wages.

WILL THE ACTIVITY IN THIS GRANT HAVE IMPACTS ON OTHER DEPARTMENTS? HAS THIS BEEN DISCUSSED? DO OTHER DEPARTMENTS HAVE SUFFICIENT RESOURCES TO DEAL WITH ADDITIONAL IMPACTS?

Yes, Public Works will be seeking input from the Sheriff's Department and Department of Community Development in putting together the safety plan. Additional costs to those departments will be covered by the grant.

WILL NEW POSITIONS BE ADDED? IF SO, HOW MANY AND WHAT TYPE ARE EXPECTED? ARE ALL WAGES AND BENEFITS PAID IN THE GRANT? WHAT WILL HAPPEN TO THE POSITIONS WHEN THE GRANT PERIOD ENDS?

no

DOES YOUR DEPARTMENT HAVE SUFFICIENT RESOURCES TO ADMINISTER THE GRANT? PROVIDE FOR TIMELY REIMBURSEMENT AND ACTIVITY REPORTS?

yes

ARE THERE IMPACTS TO THE COUNTY IF THE GRANT IS NOT RECEIVED? WHAT ARE THEY?

Yes, a road Safety Plan assists the county in developing projects and securing future grant funding. Safey Plan development is something that we will be pursuing in the near future; this grant will help offset costs of that pursuit.

ARE INDIRECT COSTS ALLOWABLE ON THIS GRANT? IF SO, ARE THERE LIMITATIONS? WILL THEY BE CHARGED AND ALLOCATED AS INDIRECT?

Yes, indirect charges are covered by the grant source.

ARE THERE OTHER ACTIVITIES (GRANT OR OTHERWISE) THAT ARE BUDGETED FOR THIS YEAR THAT WILL NOT BE COMPLETED IF THIS GRANT IS APPROVED?

no

WHAT BUDGET CHANGES ARE NECESSARY? INCLUDE REVENUES AND EXPENDITURES.

none

OTHER COMMENTS

This grant would allow us to bring additional revenue to offset the cost of developing a road Safety Plan which is something that we will be pursuing even without a grant.

Joe Donnelli

ELECTED OFFICIAL/DEPARTMENT HEAD SIGNATURE

APPROVAL

Todd Mielke, ADMINISTRATOR

Submit in **duplicate** to the Board of Commissioners for Work Session discussion and approval by the Administrator prior to application for any grant. The approved form must be included with the grant contract when it is submitted to the Board for approval. Refer to Administrative Policies 120 and 562.

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AGENDA ITEM SUMMARY

APR 29 2024

(Must be submitted NLT 3PM Wednesday for next week agenda)

Department: Public Works

WORK SESSION ☒ **Meeting Date: April 29, 2024**

REGULAR AGENDA ☒ **Meeting Date: May 7, 2024**

Required originals approved and attached? ☐
Will be provided on:

Item summary:

☐ Call for Hearing
☐ Contract/Agreement/MOU - Contract #
☐ Resolution
☐ Proclamation
☐ Budget Item
☐ Draft Ordinance
☐ Final Ordinance
☒ Other: Approval of Position

Documents exempt from public disclosure attached: ☐

Executive summary: The Olympic Discovery Trail (ODT) and related Olympic Adventure Trail (OAT) under County jurisdiction are managed by the Public Works Department. The growth of the ODT and the plan to complete remaining ODT gaps across the County require a position dedicated and focused on both day-to-day management and future expansion of this regional shared use trail. In addition, staff resources to support planning, grant writing, and project coordination for other bicycle and pedestrian improvements associated with County roads and transportation facilities is needed to address safe alternative modes of travel. To address these current and expanding work needs, the Public Works Department is requesting approval of a new Regional Trails and Active Transportation Coordinator. Attached is a job description, needs assessment, and updated org chart in support of this new position.

Budgetary impact: (Is there a monetary impact? If so, are funds for this already allocated or is a budget change necessary? If this is a contract and a budget change is necessary, the budget change form must be submitted with the item at work session and for the regular agenda) **If a budget action is required, has it been submitted and a copy attached?** ☐

The position will be funded out of the road fund. Grant funding will support part of the work of this position. A key multi-year source of funding will be the 3.75 million federal RAISE grant that will be under contract in 2024 to address planning and design in five major ODT gaps (spanning over 36-miles) and two bridge crossing studies. This is in addition to current grant administration and work that will be supported by this position related to the ~ 13-mile ODT-Forks to La Push segment that is underway with over $8.0 million of local, state, and federal grant funding secured to date to support trail corridor acquisition, design, and construction. The position will also be key to writing and administering future ODT and other active transportation program grant projects (e.g., sidewalks).

Recommended action: (Does the Board need to act? If so, what is the department's recommendation?)

The Public Works Department recommends approval of creating the new Regional Trails and Active Transportation Coordinator.

County Official signature & print name: Steve Gray

Names of Relevant Departments/Employees/Stakeholders attending meeting:

Joe Donisi & Steve Gray

Date submitted: April 24, 2024

* Work Session Meeting - Submit 1 single sided/not stapled copy
** Regular Meeting – Submit 1 single sided/not stapled copy and originals (1 or 3 copies)

BOCC_Agenda Position Request
Revised: 3-04-2019

Questions? Call Loni Gores, Clerk of the Board, ext 2256

Clallam County Job Description

The job description is intended to describe the general nature and level of work being performed by the incumbent and is not to be construed as an exclusive list of responsibilities, duties and skills required by the incumbent on this position. The job description does not imply an offer of employment, nor a contract for employment. It is subject to change at the discretion of the employer.

Job Title: Regional Trails & Active Transportation Coordinator

Salary Range: 64

Department: Public Works Department

Reports to: Deputy Director or Director of Public Works **Pages: 1-8**

Summary

The Regional Trail and Active Transportation Coordinator position has lead responsibility for coordinating the maintenance, improvement, and expansion of the County managed sections of the over 55-miles of paved, shared use Olympic Discovery Trail (ODT) and the over 20-mile natural tread Olympic Adventure Trail (OAT). The position will also support planning and coordination of bicycle, pedestrian, and other active transportation facility needs and improvements associated with County roads and related transportation facilities. Areas of assignment typically involve multiple stakeholders and partners and includes overseeing projects often requiring multi-disciplinary coordination.

Scope of Responsibility

Perform a variety of professional and technical duties related to coordinating regional trail and active transportation facilities throughout Clallam County. Primary responsibilities include coordinating ODT and OAT maintenance and improvement projects; leading County efforts related to trail corridor planning, acquisition, and development to complete the planned 135-mile ODT across Clallam County; and assisting with active transportation planning and improvement projects associated with other County-managed transportation facilities. Related areas of responsibility include but are not limited to policy and regulation development; project management, budgeting; grant writing; capital project consultation; conducting public outreach; and building and maintaining relationships with a multitude of stakeholders.

The incumbent will represent the Department and County on regional trail and active transportation program areas and issues. This includes, but not limited to, supporting the Clallam County Trails Advisory Committee; providing program reports, updates, and recommendations to the Board of County Commissioners; representing the County on various work groups and advisory committees; representing the County at various public meetings and events; collaboration with other government agencies, Tribes, trail organizations, public interest groups, volunteers, etc. The incumbent will serve as a primary contact and spokesperson on regional trail and active transportation program areas.

There is considerable expectation and latitude for independent action and decisions within the scope of authority. The position requires effective communication and coordination in a team approach. The incumbent works primarily under the supervision and direction of the Deputy Director and/or Director of Public Works in coordination with the County Engineer. The incumbent will coordinate the work of the County Trail Maintenance/Volunteer Coordinator.

Typical Duties

- Lead and coordinate the planning, funding, and implementation of County regional trail and active transportation facility program.
- Support planning, development, and implementation of the comprehensive plan, six-year transportation improvement program, capital improvement programs, and other county plans related to regional trails and active transportation.
- Develop policies and regulations that promote regional trails and active transportation.
- Provide concept level design of regional trail and active transportation projects.
- Assist in working with landowners to reach agreement on trail corridor acquisition.
- Lead the development, update, and implementation of ODT/OAT corridor operations and maintenance, signage, and related infrastructure (e.g., memorial benches, restrooms) plans and best practices.
- Conduct periodic inspections and ongoing assessments of the ODT and OAT to identify and establish action plans to address operation and maintenance needs.
- Coordinate and facilitate regional trail corridor and related facilities (e.g., signage, trailheads, restrooms) operation and maintenance improvements.
- Direct and assist with inventory and update of County GIS, data bases, and maps related to County regional trail and other County active transportation facilities.
- Work collaboratively with other government and regulatory agencies, coalitions, or departments to address projects, policies, and issues.
- Develop partnerships with local, state, federal and tribal governments, community-based organizations, and other stakeholders to identify, fund, and implement regional trail and active transportation projects.
- Collaborate with community-based trail organizations to support volunteer trail stewardship programs (e.g., Adopt-A-Trail).
- Serve as a primary contact and key spokesperson County regional trails and active transportation program.
- Lead, develop and generate public interest and awareness in regional trail and active transportation facilities.
- Facilitate and gather public input through public outreach and stakeholder involvement activities.
- Receive and investigate complaints related to regional trails and active transportation facilities and take or recommend remedial actions.
- Coordinate and support the work of the Trails Maintenance/Volunteer Coordinator.
- Coordinate regional trail and active transportation maintenance projects with the Department Trails Maintenance/Volunteer Coordinator and regional Road Maintenance Supervisors.
- Provide staff support to the Clallam County Trails Advisory Committee.

- Provide program reports, updates, and recommendations to the Board of County Commissioners and various County advisory committees.
- Represent County on work groups and advisory committees as assigned.
- Represent the Department and County at public meetings and community events.
- Research available grant and funding opportunities, prepare grant applications, and administer awarded grants.
- Prepare, develop, and manage contracts for outside consulting services.
- Manage the work of consultants for delivery of regional trail and active transportation projects.
- Review construction drawings, plans, and similar project documents.
- Implement procurement policies and procedures for contracting and bidding purposes.
- Maintain records and files of projects.
- Assist and support the preparation, management, reporting, and compliance efforts related to awarded trail and active transportation grants.
- Assist with updates to Department budget and capital improvement plans.
- Consult with Department leadership on a regular basis to ensure the County's regional trails and active transportation program objectives are met.
- Collaborate in a team approach with Department administrative, engineering, maintenance, environmental, right-of-way, and survey staff.
- Assists in the development, update, and implementation of ADA transition plans in compliance with state and federal requirements associated with County transportation facilities.
- Assist with other Department transportation planning and project efforts as needed.
- Perform other duties as assigned.

Essential Functions

Project Planning: Develop project plans, objectives, and strategies in collaboration with stakeholders.

Project Coordinator: Coordinate project activities, resources, and timeliness to ensure successful project execution.

Budget Management: Monitor project budgets, expenses, and financial resources to ensure cost-effective project delivery.

Contract Administration: Oversee the preparation, review, and management of project contracts, including bid evaluation and contractor selections.

Permitting & Compliance: Ensure compliance with local, state, and federal regulations by securing necessary permits and approvals for the project.

Stakeholder Communication: Facilitate effective communication and collaboration among project team members, county departments, contractors, and the public.

Risk Assessment & Management: Identify and mitigate project risks through comprehensive risk assessment and management strategies.

Quality Control: Implement quality control measures to ensure project deliverables meet specified standards and requirements.

Schedule Management: Develop and maintain project schedules, monitor progress, and address any schedule-related issues or delays.

Documentation & Reporting: Maintain accurate project documentation, prepare progress reports, and provide regular updates to county officials and stakeholders.

Initiative: Work independently, exercise initiative, and act resourcefully under varying conditions.

Judgement: Exercise sound and independent judgment in the performance of assigned duties based on law, applicable policies and procedures, and ethical responsibilities.

Organizational: Strong organizational and project management skills.

Key Competencies for this Position

Ethics and Integrity: Respects and maintains confidentiality. Earns trust, respect, and confidence through honesty, forthrightness, and professionalism in all interactions.

Valuing Diversity: Help create a work environment that embraces and appreciates diversity, treats all with acceptance and respect; and values diverse perspectives.

Communication: Effective communication skills to convey thought and information clearly and concisely to a broad audience. Strong writing and editing skills.

Relationship Building: Proven skills to create and maintain effective teams and partnerships.

Multi-tasking: Proven multi-tasking skills with the ability to handle multiple assignments in various stages simultaneously. Ability to work in a fast-paced environment with changing priorities.

Analytical Skills: Analytical skills with exceptional attention to detail.

Qualifications

To perform this job successfully, an individual must be able to perform each essential function satisfactorily. The requirements listed below are representative of the knowledge, skills, and/or abilities required. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

Knowledge of:

- Knowledge of the job assignment sufficient to perform thoroughly and accurately the full scope of responsibility as illustrated by examples in the above job description.
- Knowledge of customer service etiquette.
- Knowledge of appropriate physical standards for computer work such as appropriate seating, arm and/or wrist use.
- Knowledge of planning principles, public process involvement.
- Knowledge of environmental regulations.

- Knowledge of Complete Street and active transportation design principles.
- Knowledge of Local, State and Federal Laws related to the field.
- Knowledge of Microsoft Office suite including word processing, spreadsheet work, and PowerPoint presentations.
- Knowledge of grant sources and application requirements.
- Knowledge of determining impacts of developments and how to mitigate those impacts.
- Knowledge of current requirements related to the design of shared use and active transportation facilities; familiarity with AASHTO, NACTO, and MUTCD standards.
- Knowledge of maintenance of natural tread, multi-user trails used for mountain biking, horseback riding, hiking, and running.
- Knowledge of rights-of-way, easements, and other access related issues.
- Knowledge of local government structure, functions, and operations.
- Knowledge of contract administration, including bid evaluation, contract negotiation, and vendor management.
- Knowledge of project management principles, methodologies, and tools to effectively plan, execute, monitor, and control public works projects.
- Knowledge of budgeting principles, financial management, and cost control methods relevant to public works projects.
- Knowledge of GIS principles and technologies to analyze spatial data, create maps, and support project planning and decision-making.
- Knowledge of public outreach strategies, community engagement techniques, and public relations principles to effectively communicate and collaborate with the public, stakeholders, and community organizations.

Skill in:

- Skill in interpersonal relationships.
- Skill in organization and prioritizing work.
- Skill in being analytical.
- Skill in research.
- Skill in problem-solving and troubleshooting.
- Skill in conflict resolution.
- Skill in word processing, spreadsheets, and specialized software programs.
- Skill in working on multiple projects simultaneously and adapting to changes in workload demand.
- Skill in maintaining confidentiality of sensitive matters.
- Skill in working in a team setting.
- Skill in determining validity of information received.
- Skill in reading and interpreting applicable documents specific to position assignment.
- Skill in developing public interest and awareness and in managing public communication.
- Skill and proficiency in project management methodologies, including planning, organizing, budgeting, and resource allocation.

- Skill in written and verbal communication to effectively convey project updates, collaborate with stakeholders, and facilitate coordination among team members, county officials and other relevant parties.
- Skill in understanding budgeting, cost estimation, and financial management principles to monitor project expenses and maintain budget compliance.
- Skill in working collaboratively with diverse stakeholders, including county officials, other agencies, Tribes, community organizations, consultants, contractors, consultants, and community members.
- Skill in analyzing complex problems, evaluating alternatives, and making well-reasoned decisions.
- Skill in ensuring accurate project documentation, adherence to specifications, and compliance with regulations.
- Skill in effective time and project management to prioritize tasks, meet deadlines, and ensure efficient project progress.
- Skill in both flexibility and adaptability to navigate changing project circumstances, adjust plans as needed, and manage unexpected challenges.

Ability to:

- Ability to demonstrate competency in required job skills and knowledge.
- Ability to communicate clearly and effectively, both verbally and in writing.
- Ability to work independently and as part of a team, coordinating with others to facilitate teamwork.
- Ability to perform multiple tasks simultaneously under tight deadlines, prioritizing work and managing own time.
- Ability to learn and apply new skills.
- Ability to keep abreast of current developments using available resources effectively.
- Ability to be inquisitive.
- Ability to be methodical and logical.
- Ability to demonstrate attention to detail.
- Ability to always demonstrate accuracy and thoroughness.
- Ability to be organized, showing excellent administrative skills.
- Ability to select and use appropriate communication methods.
- Ability to get along well with others.
- Ability to cooperate in a team environment.
- Ability to problem solve in a group environment.
- Ability to confront difficult situations while maintaining objectivity.
- Ability to keep emotions under control.
- Ability to establish and maintain effective relations.
- Ability to exhibit good listening and comprehension.
- Ability to understand and follow written and verbal instructions.
- Ability to provide guidance, direction, and motivation to project teams and stakeholders, and facilitate coordination among team members.

- Ability to identify project risks, assess their potential impact, and develop strategies to mitigate and manage risks throughout the project lifecycle.
- Ability to develop comprehensive project plans, set objectives, establish timelines, and coordinate project activities effectively.
- Ability to administer project contracts, including evaluating bids, negotiating terms and ensuring compliance with contract requirements.
- Ability to develop and manage project budgets, monitor expenditures, and make informed financial decisions to ensure cost-effective project delivery.
- Ability to build and maintain relationships with stakeholders, including county officials, other agencies, Tribes, community organizations and members, and consultants.
- Ability to analyze complex problems, assess alternatives, and make informed decisions to overcome project challenges and achieve project goals.
- Ability to implement quality control measures, monitor project deliverables, and ensure adherence to specified standards and requirements.
- Ability to manage multiple projects and a variety of tasks in an organized, systematic fashion.
- Ability to interpret policies, laws, and governing regulations to ensure project compliance.
- Ability to work independently and determine when information needs to go to others in the organization for input or decisions.
- Ability to remain calm and professional in stressful times and at difficult public meetings or workshops.
- Ability to meet attendance standards necessary for successful job performance.

Education and Experience Required

Requires knowledge of the field of assignment sufficient to perform thoroughly and accurately the full scope of responsibility as illustrated by examples in the above job description.

Education/Training

Bachelor's degree from an accredited college or university in planning, recreation, engineering, landscape architecture, natural resources, or a similar discipline or related field.

Experience

A minimum of two years of directly applicable experience. Experience with grant writing and management, maintaining of shared use trails, and project planning and coordination related to supporting regional trails and/or active transportation is desired.

Licensing/Certification Requirements

Washington State Driver's License
U.S. citizenship or proof of legal right to work in the United States
Drug testing (selected positions)
Pass Background Check
Pass OSHA/Designated Required Training
Note: Any first aid rendered by such persons is rendered only as a collateral duty responding solely to injuries resulting from workplace incidents, generally at the location where the incident occurred.

Physical Demands and Environment

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job.

Primarily in an office setting, but also expected to work in the field, attend seminars, training, conferences and other job-related activities and functions. Requires sitting, standing, walking on all types of terrain, climbing stairs and inclines, kneeling, bending, stooping, crouching, reaching, pushing, pulling and twisting; requires a sense of touch, finger dexterity and the ability to grip with fingers and hand; requires lifting and carrying up to 30 pounds; ability to operate a passenger vehicle; ability to work alone and in remote locations, subject to outside temperature extremes, including ice and snow; ability to hear voice conversation; requires close, side and far vision with color and depth perception.

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

High Exposure Designation

The employee assigned to this position may work within a high exposure classification as defined under the Occupational Safety & Health Act and Washington Administrative Code governing Washington Industrial Safety & Health Act for blood borne pathogens protocols.

Essential Worker Designation

The employee assigned to this position may be designated as an "essential worker." Essential workers are required by the county to respond and perform work functions during an emergency in order to ensure the protection of the health, safety, and welfare of the citizens of Clallam County and public facilities and property located therein. The county maintains the right to recall essential workers during any emergency and/or as necessary to restore governmental functions during extended emergencies.

Requirement for Confidentiality

The employee assigned to this position works in the capacity of a confidential employee and is required to maintain confidentiality with regard to a broad range of matters including, but not limited to: employee performance, the management of protected health information, and matters protected by the attorney – client privilege. Any breach of this requirement of employment may result in immediate discipline, up to and including termination.

General Disclaimer

The statements contained herein reflect general details as necessary to describe the principal functions of this position, the level of knowledge and skill typically required, and the scope of responsibility, but should not be considered an all-inclusive listing of work requirements. The individual may be directed to perform other duties as assigned including work in other functional areas to cover absences or relief, to equalize peak work periods or otherwise to balance the workload.

CLALLAM COUNTY

223 E. 4th Street
Port Angeles, WA 98362-3015

TODD MIELKE, COUNTY ADMINISTRATOR
TOM REYES, DEPUTY COUNTY ADMINISTRATOR | RISK MANAGER

POSITION REQUEST NEED ASSESSMENT QUESTIONNAIRE

In order to move forward with your hiring request (PRF), please submit your answers to the questions below that will assist in the decision making process for approval of the position.

(1) Not filling the position will have a direct, significant and measurable impact on revenue generation for the County; Yes ☒ No ☐

If Yes, Please Explain:**This position will support Olympic Discovery Trail (ODT) and related Olympic Adventure Trail (OAT) facility and program management. The ODT connects peninsula communities and destinations. The ODT is a regional alternative transportation facility that draws not only an extensive visitor user group, but also provides a regional transportation route that supports the use of zero carbon emission commuter alternatives. Local and visiting trail users benefit our local economy by frequenting a variety of area businesses. Trail events held throughout the year attract thousands of participants and their travelling companions that also frequent local businesses (e.g., bike shops, lodging, restaurants, stores, etc...). Sales and lodging taxes generated related to use of the trail benefits County revenue generation. This position is also part grant funded with current grants totaling over 12 million dollars to complete ODT trail corridor acquisition, planning and design in gaps, supporting construction of the ODT-Forks to La Push segment, and other ODT infrastructure improvements.**

(2) Not filling the position will significantly impede the provision and quality of mandated services vital to the operation of the County and its citizens; Yes ☒ No ☐

If Yes, Please Explain:**The Public Works Department is responsible for maintaining the County's transportation system and related facilities and improvements. The ODT is a popular and heavily used regional transportation and recreational facility. Not filling this position will result in significant impacts to the Public Works ability to: operate and maintain the ODT to protect the public investment and safety, implement current ODT grant projects, successfully implement upcoming $3.75 million federal RAISE grant to conduct route planning and design in remaining ODT gaps in Clallam County, provide effective outreach to public, support the Clallam County Trails Advisory Committee, and other duties.**

(3) Position opening created by promotion (where we need to back fill the role to enable the promoted person to fulfill their new duties) where there is no capacity for the promoted person or other department personnel to retain/absorb the promoted person's prior duties;

Yes ☒ No ☐

If Yes, Please Explain:**The current job duties related to ODT program coordination were previously done by Transportation Program Manager (TPM). That position has been vacant since December 2022 with the promotion of the TPM to Deputy Director Public Works. ODT program and project management were a significant and expanding part of TPM duties. The Deputy Director has continued to spend significant part of his time on ODT program and management, including support of the County Trail Advisory Committee. This continued direct and main staff support lessens the ability of the Deputy Director in his expanded Department program and leadership duties. The work load related to current ODT/OAT facility management and efforts to complete the planned ODT corridor across over 36-miles of across the County have grown to a need for a full-time position.**

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The need to fill this position is further underscored based on the 3.75 million federal RAISE grant that will be under contract soon to address planning and design in five major ODT gaps (spanning over 36-miles) and two bridge crossings studies to improve trail user safety. This is in addition to current grant administration and work that this position will support related to the ~ 13-mile ODT-Forks to La Push project that is underway with over $8.0 million of local, state, and federal grant funding secured to date to support trail corridor acquisition, design, and construction.

The position will also support planning, grant writing, and project coordination for bicycle and pedestrian facility needs and improvements associated with County roads and related transportation facilities to implement comprehensive plan goals to encourage non-motorized modes of travel and improve bike and pedestrian safety. This position is needed to help address this work.

(4) Position's salary and benefits are fully funded through grant funds; Yes ☒ No ☐
If Yes, Please Explain:**Position would be part funded by grants. A key multi-year grant will be Clallam County's seven project areas that are part of the County's $3.75 federal RAISE grant. This position will be the County lead for RAISE grant administration and implementation together with other current and future ODT and active transportation grant adminstration.**

(5) Position is required to be filled in order to perform specific duties required by contractual commitments the County has under an existing contract/agreement for which there is no other available personnel to perform those duties without significantly impairing the delivery of mandated services; Yes ☒ No ☐
If Yes, Please Explain:**Position will be coordinating and administering ODT related grant contracts currently totaling over 12 million dollars. See also responses to Questions 2, 3, and 4 above.**

(6) Not filling the position will put the department at significant risk of violating RCW or other regulatory requirements; Yes ☒ No ☐
If Yes, Please Explain:**The ODT is functionally classified as a transportation facility. As such the Public Works-Road Department is mandated to maintain county-managed segments of the ODT to meet the needs of alternative transportation users. All County (as a subdivision of the State) roads, and now the ODT as a dedicated alternative transportation facility, are governed by the RCW. Maintenance of the ODT like County roads is a responsibility of the County under state law.**

(7) Not filling the position will lead to additional overtime, extra help, excessive turnover, or professional services costs being incurred that equal or exceed the cost savings of not filling the position;

Yes ☒ No ☐
If Yes, Please Explain:**See responses to Questions 2, 3, and 4 above.**

(8) The position is being filled with an acting or provisional appointment; Yes ☐ No ☒
If Yes, Please Explain:

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(9) The position will be funded through the end result of a department reorganization effort; Yes ☒ No ☐
If Yes, Please Explain:**See response to Question #3 above.**

(10) The position is a budgeted seasonal worker position; Yes ☐ No ☒

(11) Is the position budgeted and do you have sufficient budget remaining within your department budget to fund the full cost and benefits of the position? Yes ☒ No ☐
Please Explain:**This is a new position approved to proceed by the County Administrator and supported in past discussions on the need for this position with the County Commissioners. It will be part grant funded. The 2024 department budget under the road fund has sufficient budget for the full cost and benefits of the position. The position will also be significantly funded by both current grant project funding and under the soon to be under contract $3.75 million of federal RAISE grant funding.**

Please include the following additional documents with your request and completed questionnaire:

1. Current (including the requested position) Organizational Chart
2. Schedule A
3. Other supporting schedules/analysis/documents as needed for each question requiring an explanation

SIGNATURE

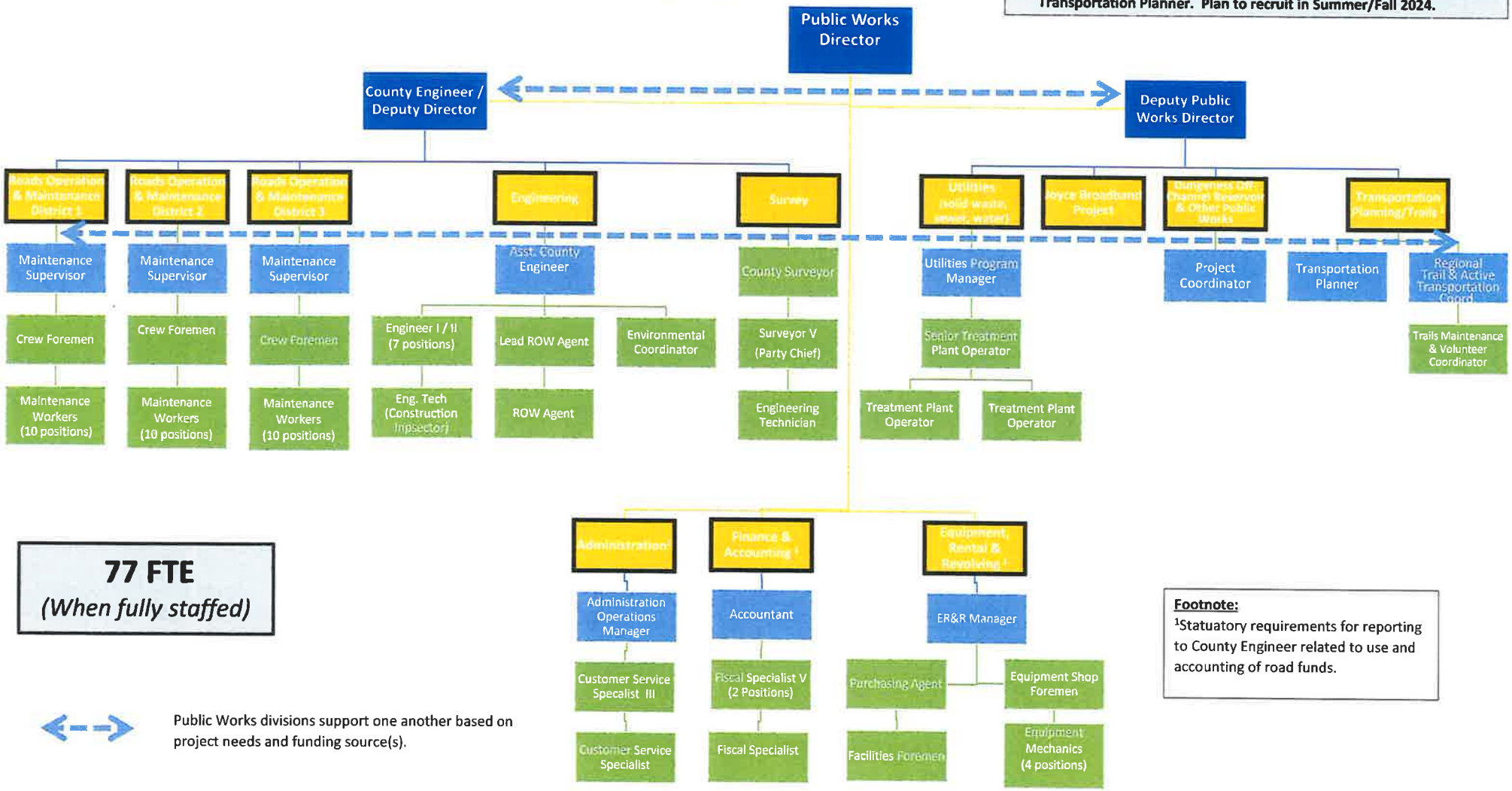
Department Head/Elected Official Requestor

04/24/24
Date

2024 Public Works Organizational Chart – Draft Update
(April 2024)

Proposed Changes from Current Organizational Chart

- **Adds New Regional Trail & Active Transportation Coordinator Position.**
- **Reclassifies the currently open Transportation Program Manager to Transportation Planner. Plan to recruit in Summer/Fall 2024.**



77 FTE
(When fully staffed)

Public Works divisions support one another based on project needs and funding source(s).

Footnote:
[1]Statuatory requirements for reporting to County Engineer related to use and accounting of road funds.

20

AGENDA ITEM SUMMARY

APR 2 9 2024

(Must be submitted NLT 3PM Wednesday for next week agenda)

Department: DCD

WORK SESSION ☒ **Meeting Date: 4-29-24**

REGULAR AGENDA ☒ **Meeting Date: 5-7-24**

Required originals approved and attached? ☐
Will be provided on:

Item summary:

☐ Call for Hearing	☐ Contract/Agreement/MOU - Contract #	
☒ Resolution	☐ Proclamation	☐ Budget Item
☐ Draft Ordinance	☐ Final Ordinance	☐ Other

Executive summary:

Pursuant to RCW 84.24.230 and Clallam County Ordinance 958 – Clallam County Code Section 5.45, Clallam County adopted and imposed a property tax levy and created a special fund known as the Conservation Futures Fund to which all such levy proceeds shall be credited. The purpose of the fund is to acquire interest or rights in real property in order to maintain, preserve, conserve and otherwise continue in existence adequate open space lands for the production of food, fiber and forest crops, and to assure the use and enjoyment of natural resources and scenic beauty for the economic and social well-being of the county and its citizens.

The conservation Futures Program Advisory Board shall recommend to the Board of County Commissioners criteria for selection of the projects to be funded, make annual or more frequent recommendation to the Board of County Commissioners for projects to be funded as part of the Conservation Futures program and shall develop strategic, long-term plans for the program.

The Conservation Futures Board met on April 17, 2024, to review applications and make a recommendation to the Board of Commissioners.

The requested action is for the BOCC to review, approve, and sign a resolution authorizing an expenditure from the Conservation Futures Fund for the approved 2024 applications. Contract will be completed at a later date.

Budgetary impact:

Conservation Futures Fund:
Cameron Farm Estates, LLC up to $630,000
Short Hill, LLC up to $1,400,000
Troy A. Smith and Bennett L. Smith and Maple View Heritage, LLC up to $630,000

Recommended action: Approve and sign resolution authorizing expenditure from the Conservation Futures Fund for the approved 2024 applications.

County Official signature & print name: Bruce Emery Bruce W. Emery

Names of Relevant Departments/Employees/Stakeholders attending meeting:

Board of Commissioners; Finance- Mark Lane; Conservation Futures Board Chair- Babara Pappas; Department of Community Development- Donella Clark, Enrique Valenzuela

Date submitted: April 22, 2024

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* Work Session Meeting - Submit 1 single sided/not stapled copy
** Regular Meeting – Submit 1 single sided/not stapled copy and originals (1 or 3 copies)

Questions? Call Loni Gores, Clerk of the Board, ext 2256

RESOLUTION _____, 2024
AUTHORIZING EXPENDITURES FROM THE
CONSERVATION FUTURES FUND FOR APPROVED 2024 APPLICATIONS

THE BOARD OF CLALLAM COUNTY COMMISSIONERS finds as follows:

1. Pursuant to RCW 84.24.230 and Clallam County Ordinance 958 – Clallam County Code Section 5.45, Clallam County adopted and imposed a property tax levy and created a special fund known as the Conservation Futures Fund to which all such levy proceeds shall be credited. The purpose of the fund is to acquire interest or rights in real property in order to maintain, preserve, conserve and otherwise continue in existence adequate open space lands for the production of food, fiber and forest crops, and to assure the use and enjoyment of natural resources and scenic beauty for the economic and social well-being of the county and its citizens.

2. The statute requires the establishment of a Conservation Futures Program Advisory Board

3. The conservation Futures Program Advisory Board shall recommend to the Board of County Commissioners criteria for selection of the projects to be funded, make annual or more frequent recommendation to the Board of County Commissioners for projects to be funded as part of the Conservation Futures program and shall develop strategic, long-term plans for the program.

4. The Conservation Futures Program Advisory Board received three applications from North Olympic Land Trust for Cameron Farm Estates, Inc, Short Hill, LLC, Troy A. Smith and Bennett L. Smith, and Maple View Heritage, LLC.

5. The Conservation Futures Board met on April 17, 2024, to review applications and make a recommendation to the Board of Commissioners.

NOW, THEREFORE, BE IT RESOLVED by the Board of Clallam County Commissioners, in consideration of the above findings of fact:

1. Concurs in the recommendation of the Conservation Futures Program Advisory Board.

2. Authorizes a one-time expenditure from the Conservation Futures Fund total allocation not to exceed $1,500,000, and to be allocated as follows:
   2.1. Cameron Farm Estates, LLC (Cameron Estates) up to $630,000 now
   2.2. Short Hill, LLC (Heifer Farm North) up to $870,000 now. If less funding is needed for Cameron Farm Estates, we recommend that the remaining funds be applied to Heifer Farm North, up to $1,400,000 total
   2.3. If less funding is needed for the two properties above, we recommend that the remaining funds be applied to Troy A. Smith and Bennett L. Smith and Maple View Heritage, LLC up to a total of $630,000

PASSED AND ADOPTED this _____ day of _____ 2024

BOARD OF CLALLAM COUNTY COMMISSIONERS

_____
Mike French, Chair

_____
Randy Johnson

ATTEST:

_____
Loni Gores, MMC, Clerk of the Board

_____
Mark Ozias

NORTH OLYMPIC
Land Trust

Farms • Fish • Forests

602 E. Front St.
P.O. Box 2945 (mailing)
Port Angeles, WA 98362
Phone: (360) 417-1815
NorthOlympicLandTrust.org
info@nolt.org

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North Olympic Land Trust is accountable:

- Sound Finances
- Ethical Conduct
- Responsible Governance
- Lasting Stewardship

March 11, 2024

Conservation Futures Program Advisory Board
Board of Commissioner's Office
223 East 4th Street, Suite 4
Port Angeles WA 98362-3015

Dear Conservation Futures Program Advisory Board,

North Olympic Land Trust is honored to present to you three applications for funding in our effort to conserve some of the highest quality and most threatened agricultural lands in Clallam County.

If successful, the outcome of this effort will be permanently protecting for farming Cameron Estates and the Heifer Farm, which consists of two properties (and two applications) under different ownership groups which we are calling Heifer Farm North and Heifer Farm South.

The Land Trust requests consideration from the Conservation Futures Program to provide partial funding for these efforts. Conserving these key farms advances the goals of the Conservation Futures Program and the County Comprehensive Plan by preserving prime agricultural soils, providing land and opportunities for future farmers, and extinguishing up to 30 development rights on lands best suited for agriculture. Each property is comprised of lots smaller than called for by zoning, which could be easily developed, and their rich local agricultural heritage lost forever.

Conserving the 133-acre Heifer Farm, currently under two separate ownerships, is integral to the operations of one of only two remaining dairies in the area, Maple View Farm.

Conservation of the 40-acre Cameron Estates will ensure that its 100% prime farmland soils remain available for agriculture into the future. The property is in the heart of a greater agricultural landscape, and is adjacent to No Goat Farm, currently being conserved with support from the Conservation Futures Program.

The Land Trust is a community-based nonprofit with a mission to conserve the land and natural resources that continue to be the foundation of our culture, economy, and way of life. Since 1990, the Land Trust has been dedicated to the conservation of open spaces, local food, local resources, healthy watersheds, and recreational opportunities. Over the past 34 years, the Land Trust has permanently protected more than 3,900 acres of land for farms, fish, and forests, including over 1,000 acres on 25 local farms.

With these applications, the Land Trust requests Clallam County to allocate up to $2,660,000 of Conservation Futures funds toward the estimated total cost of $5,701,500 (pending an appraisal) to conserve these farms. As with prior Land Trust applications to the Conservation Futures Program, these applications reflect the highest level of support possible for the fund. The Land Trust will aggressively seek additional support and with success the actual disbursement from Clallam County would be significantly lower than requested.

The current plan is to seek additional funding through the upcoming Legislative cycle of approximately $2.5M from the State's Washington Wildlife and Recreation Program – Farmland Preservation program for these properties. We also intend to seek approximately $2M from the USDA's Natural Resource Conservation Service's Agricultural Conservation Easement Program and allocate approximately $450,000 of funding already secured by the Jamestown S'Klallam Tribe through the State's Floodplains by Design program toward the total project costs. Finally, we expect a community fundraising effort once purchase and sale agreements are signed to help cover any remaining costs.

Each of these future efforts would be greatly bolstered by strong, positive, support from Clallam County's Conservation Futures Program.

I would be happy to give a tour of the properties at your convenience and please do not hesitate to contact me or if you have any questions for the Land Trust. Thank you for your consideration.

Sincerely,

Michael Auger
Conservation Director

A. APPLICANT INFORMATION

1. Name of Applicant: North Olympic Land Trust

2. Mailing Address: P.O. Box 2945, Port Angeles, WA 98362

3. Property Address, if different from mailing address:

444 Towne Road

Sequim, WA 98362

4. Telephone: (360) 417-1815 ext. 7

5. Email Address: michael@northolympiclandtrust.org

6. Contact Person: Michael Auger, Conservation Director

7. Type of legal entity:

( ) individual

(X) corporation incorporated in the State of Washington (non-profit)

( ) general partnership created in the State of_____

( ) limited partnership created in the State of_____

( ) limited liability company created in the State of_____

8. LANDOWNER(S):

Legal Name: Cameron Farm Estates, Inc

Mailing address: 444 Towne Road, Sequim, WA 98382

Telephone/Fax/Email: pcameron@olypen.com

9. Are there any material facts or circumstances (e.g. pending litigation, bankruptcy, etc.) relating to any of the parties to the proposed transaction which have not been described and may potentially affect the transaction? ( ) Yes (X) No If Yes, please explain:

This was confirmed with the landowners.

B. PROPERTY INFORMATION

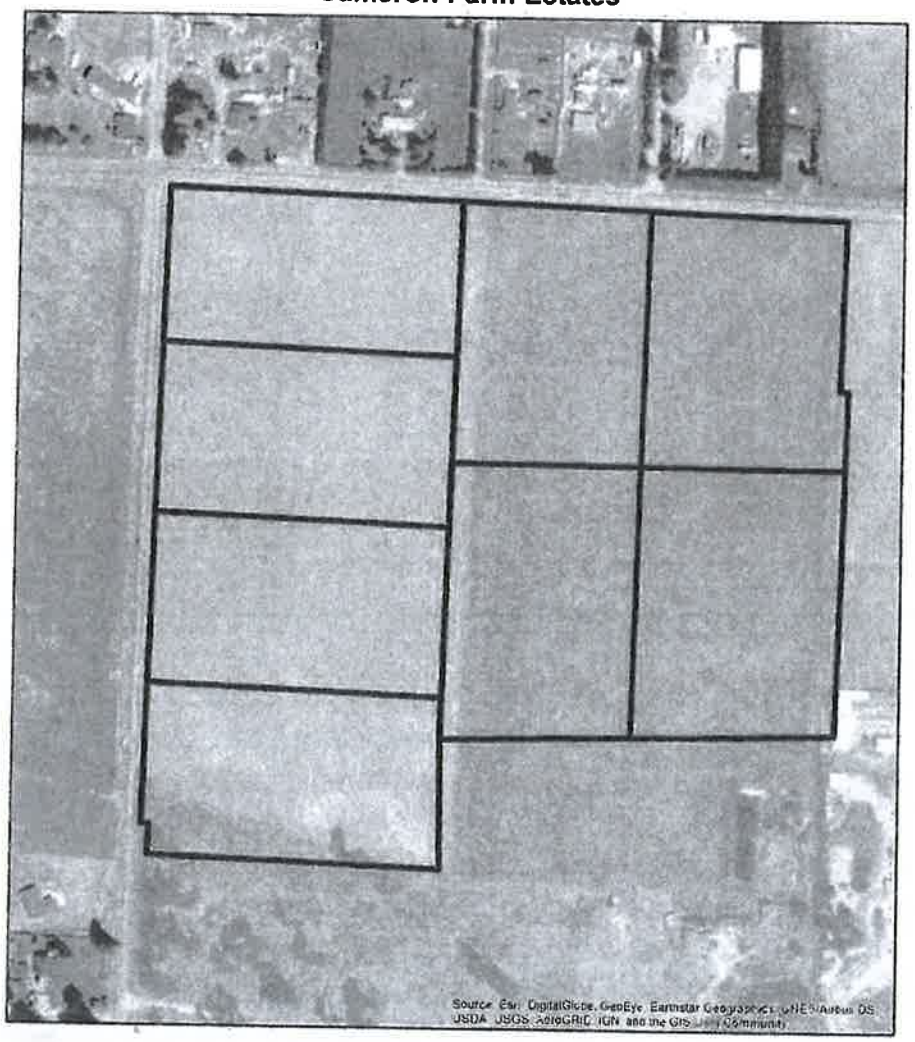
1. Is the property within the Agricultural Retention Zone?

   (X) Yes ( ) No

What is the proximity to other conserved farmland?

Cameron Farm Estates (39 acres) is located in the Sequim-Dungeness Valley, at the corner of Woodcock and Towne Roads. Immediately to the west is No Goat Farm, which will be permanently conserved as farmland by the Land Trust, using Conservation Futures and other funding, at the end of March 2024. Cameron Farm Estates is actively farmed and zoned for Agricultural Retention. The property was divided into ~5 acre lots prior to this zoning being placed on the land.

Cameron Farm Estates



Aside from the aforementioned No Goat Farm, the closest conserved farmland is about ½ a mile away, what we refer to as Historic Ward Farm to the northwest and River's Edge a little over ½ mile to the north.

There is additional conserved land (including farmland) nearby as shown on the map below. Cameron Farm Estates is shown in red, and lands conserved through Conservation Futures funding are outlined in yellow, and green depicts other conserved land.

The Land Trust has worked with partners to conserve farmland and habitat in the Lower Dungeness area since 1995 when our first conservation easement was placed on the Quacker Farm in the heart of the Lower Dungeness Basin. Partners include the Jamestown S'Klallam Tribe, Clallam County, the Land Trust, Clallam Conservation District, Washington Farmland Trust, Dungeness River Management Team, Washington Department of Fish and Wildlife, and private landowners. These efforts are aligned with the Clallam County Comprehensive Plan with a shared purpose to ensure lands best suited for farming can remain as farmland, those best suited for wildlife are available for the wildlife, and that the area retains its rural character.

In 2021, the Land Trust did an extensive study prioritizing farmland conservation possibilities that included recent analysis on the climate resilience of these lands. The study also considered zoning, soil type, water access, cultural and historic use, parcel

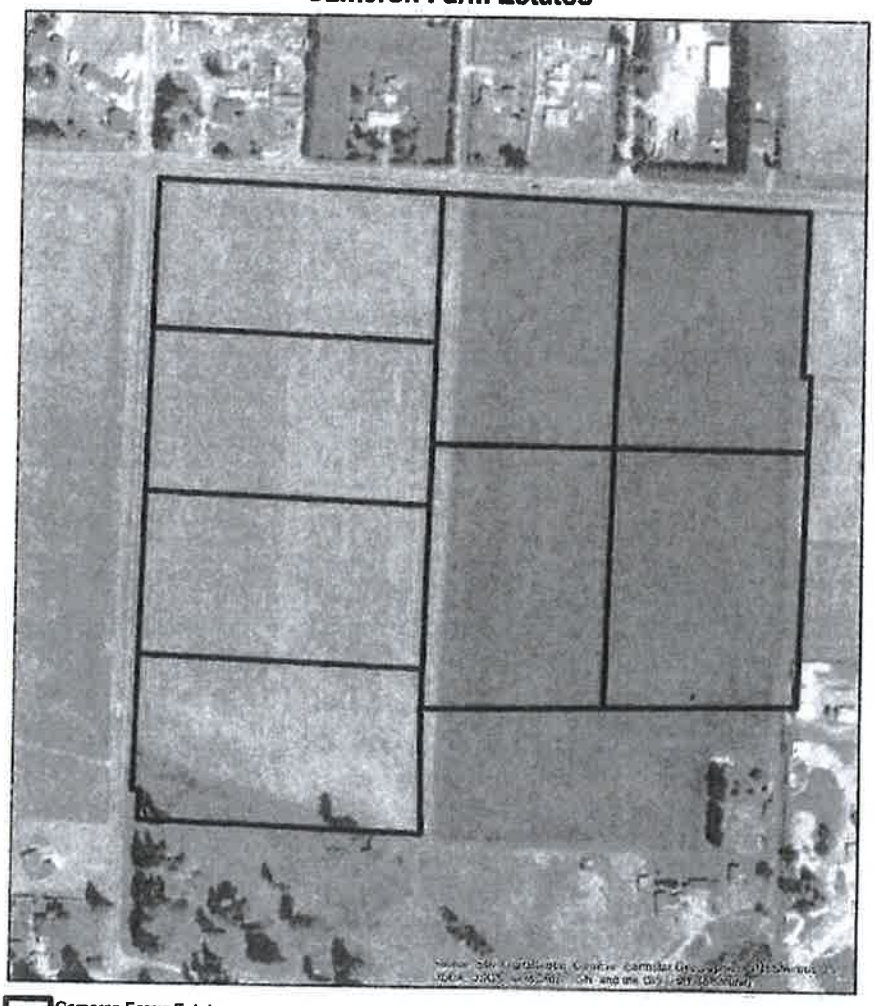
layout, threat, current and potential use, aesthetic and scenic value, and other knowledge regarding the properties appropriateness as farmland. That study prioritized Cameron Farm Estates in the top tier of Clallam County farmland for conservation.

2. Please attach a legal description of the land, recent title report, and copies of any survey maps of the property. (Size and shape)

The title report is attached, which includes a legal description and older surveys. If this property is conserved, an updated survey would be completed.

The property is 38.62 acres according to the County website, and is shown on the map below.

Cameron Farm Estates



Cameron Farms Estates

N

3. Are there any water rights associated with the parcels? (X) Yes ( ) No

Please describe:

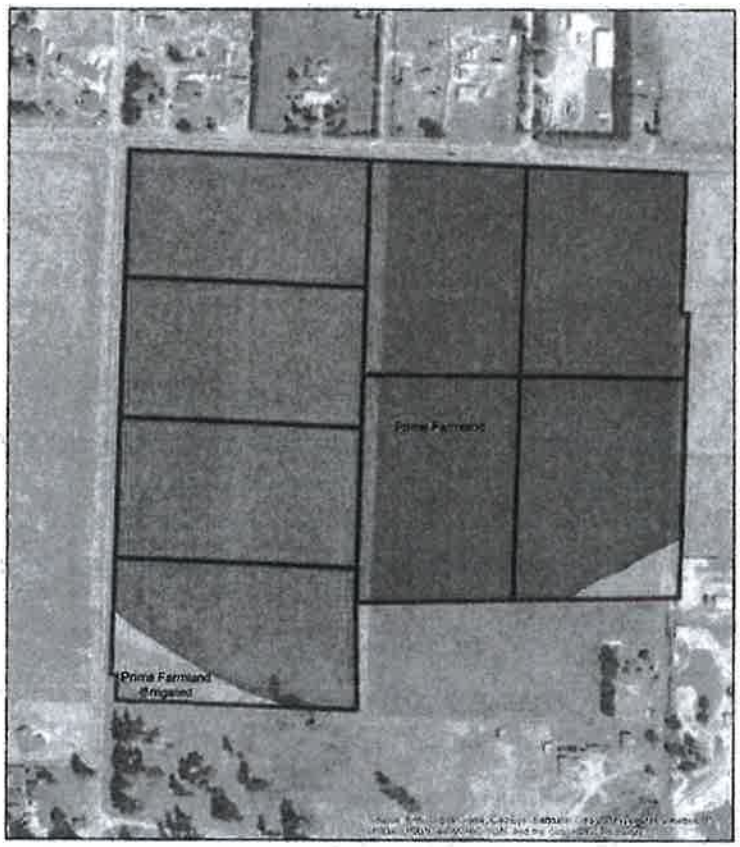
Yes, there are water rights associated with the parcels. There is water for a viable farming operation as the landowner is supplied irrigation water through the Dungeness Irrigation District and all of the parcels have access to this water.

4. Please indicate the percentage of "prime soil", as defined by the USDA Natural Resource Conservation Service, on the property:

( ) 0-49% ( ) 50-75% (X) 76-100%

The property is 100% prime farmland soils as defined by the U.S. Department of Agriculture. There are 2 soil types on the property as shown on the map below.

Cameron Farm Estates Soils



5. Please describe the agricultural use of the land, including number of livestock, general description of crops or specialty crops etc.

The property has been leased to farmer Jason Swanberg since 2018 who uses the property primarily to grow hay. With the landowner's permission, Jason can sublease a portion of the property to farmer Troy Smith for a seed crop (such as spinach and swiss chard). Rotations of seed crops allow the soil to have an infusion of different nutrients and the following year the land is re-seeded back into hay.

There are currently no livestock on the property and no plans for it. If conserved, in order for livestock to use the property, use will be in accordance with a farm plan which is created and approved by the landowner and the Land Trust.

6. Please list all soil and water conservation practices and plans in effect on the property.

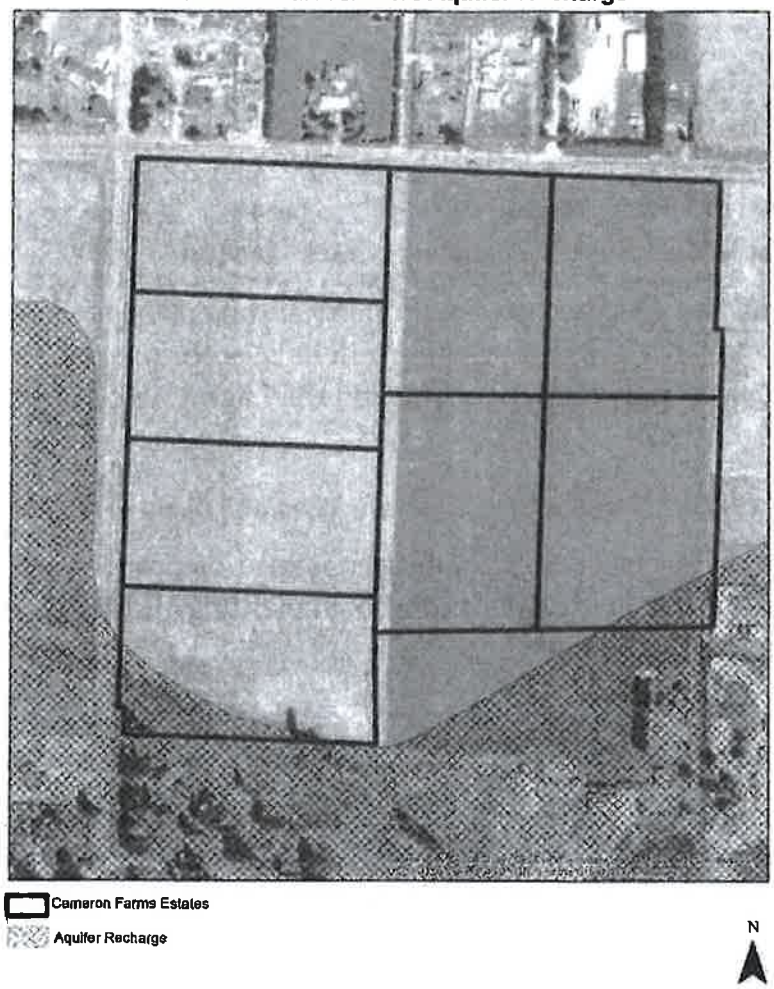
The farmers implement rotational planting conservation practices and regularly switch use between hay and seed crops. This rotational planting allows for the soil to receive a flush of nutrients, improving soil health.

7. Please identify any conservation practices that address climate change.

In 2021, North Olympic Land Trust and Jefferson Land Trust completed a study that included an analysis of the working farmland projected to be productive in light of our changing climate. The majority of this farm was identified as a Working Farms Conservation Opportunity within that climate resiliency analysis. This means that, when considering all the implications of a warming and changing climate, this farm is likely to retain its robust productive capacity for food and fiber, and is likely to continue to have adequate water supplies. By conserving this land, we are conserving land that should be more resilient with a changing climate regardless of conservation practices.

The southwestern and southeastern portions of this land is in a critical aquifer recharge area according to Clallam County. By protecting these areas, we are helping conserve the community's water by preventing pollution and maintaining supply. This is particularly critical due to water scarcity exacerbated by our changing climate. This is shown on the map below.

Cameron Farm Estates Aquifer Recharge



8. Please disclose all residences and buildings on the property

There are no structures on this property. When a conservation easement is placed, the landowner wishes to designate a one-acre portion in the NE corner of the property as a building envelope as shown below on the map. With this conservation easement, all permanent structures will need to be within the building envelope to ensure the prime agricultural soils on the remainder of the property are available to farm.

Cameron Farm Estates Proposed Building Envelope

9. Please provide a brief history of the property.

As the ice sheet retreated following the last Ice Age, what is now the Dungeness River basin formed and quality soils were deposited on this land. Post glaciation, prairies became a predominant ecosystem in this area. These prairies were maintained often through fire by ancestors of the S'Klallam people to provide open space and support vital plants for the community such as camas, then a staple food source.

When Arthur and Fanchon Towne immigrated to the area, they acquired 160 acres at the intersection of what is now Towne and Woodcock Roads. The Townes deeded a piece of the western portion of the farm to Clallam County and the State of Washington to help create Towne Road in 1930. In 1959, Val and Pearl Cameron purchased the western half of the Towne dairy farm to raise hay, and produce peas for the Seattle

market. In 1962, they began to lease the land for growing silage and hay. In 1976, Val and Pearl transferred the farm to Cameron Farm Estates, which is now owned by their children Pam and Bill Cameron.

10. Please describe how the farm is integrated/connected with the broader community/benefits to the community.

This farm is located in the heart of the greater agricultural landscape of the Dungeness Valley. The extensive open fields of this property contain prime farmland soils for agriculture and provide visual relief for traffic along Woodcock and Towne Roads. The property is also used by Trumpeter Swans (*Cygnus buccinators*). Trumpeter Swans are a protected species under state law and the Washington Department of Fish and Wildlife (WDFW) considers them priority species for conservation.

In addition, Val Cameron served as a Clallam County Commissioner in the late 1950s and early 60s, was the Irrigation Festival's Honorary Grand Pioneer in 2000, and was a founding Board member of North Olympic Land Trust in 1990.

C. VIABILITY OF PROPOSAL

1. Are there any anticipated or pending threats to convert the land to a non-agricultural use?

(X) Yes ( ) No If Yes, please describe.

The property contains high-quality farmland with good access to irrigation water. It is zoned Agricultural Retention (AR), which calls for a minimum lot size of 16 acres. However, prior to this zoning being placed on the land, a minimum lot size of 5 acres was allowed. This property was divided into 8 five-acre lots prior to AR zoning being placed on the land and those lots were grandfathered in and remain today. Therefore, prior to a conservation easement being placed on the land, 8 homesites and their associated accessory dwelling units and infrastructure can be developed on these 40 acres.

The landowners have a strong desire to keep this land available for agriculture while also being fairly compensated for the potential development value on their land. They are interested in receiving an appraised fair-market offer to sell the Land Trust a conservation easement including all of the remaining development rights and intend to move forward with the transaction if the offer makes financial sense.

Understanding the potential need for future infrastructure to maintain a viable farm, the landowners would like to reserve a 1-acre building envelope on the property to allow for an associated residence and farm infrastructure. This would allow for the extinguishment of 7 development rights. The remaining 39 acres to be available for hay and crop production.

It is worth noting that the landowners own an additional 40 acres immediately to the south of the proposed conservation easement. At this time, that property is not being considered for permanent conservation.

2. Please describe your plan for stewardship of this farmland.

The landowner's current plan is to continue leasing the farmland to Jason Swanberg. The conservation easement purchased on the property would be associated with a farm plan created by the landowner and the Land Trust, that the Land Trust would monitor assuring quality stewardship of the land. Securing this conservation easement will help ensure this important farmland remains viable.

As the Land Trust places a conservation easement on the property, a baseline documentation report will be created, and the Land Trust and the current and future landowners will be entered into a permanent, binding relationship to ensure that the property's documented current agricultural and conservation values are maintained and improved. To fund the Land Trust's costs associated with monitoring and enforcement,

the Land Trust maintains an invested Stewardship Fund to endow its conservation easement stewardship costs. Currently, to support the monitoring and enforcement costs of the Land Trust's 83 permanent conservation easement and 12 fee-owned properties, the fund has a value of over $1.7 million. Additional funds are added for each new stewardship obligation. When this property is conserved, the Land Trust will add an additional $40,000 to the Stewardship Fund to address the additional obligations.

North Olympic Land Trust is nationally accredited with the Land Trust Accreditation Commission. This means we follow all of the Land Trust Alliance's ethical and technical guidelines for responsible land trust operations and are audited regularly to ensure compliance. In addition, North Olympic Land Trust is a member of the Terrafirma insurance program. This insurance pool was created by land trusts across the country to provide robust legal defense funds for any potential easement violations. Both of these contribute to our promise of being around forever and stewarding each and every property well.

3. Are you applying to receive monies from other funding sources as well as the Conservation Futures Fund? (X) Yes ( ) No If Yes, please describe.

In addition to the Clallam County Conservation Futures Fund, the Land Trust will seek funding from the State's Washington Wildlife and Recreation Program - Farmland Preservation (WWRP - Farmland). This fund could cover up to 45% of eligible costs, including acquisition, due diligence, and transactional costs. This proposal is due on May 1, 2024. Statewide rankings are expected by the end of October 2024. Funding will be allocated to the ranked list through the 2025-2027 biannual capital budget to be created by the Legislature and approved by the Governor in mid-2025.

The Land Trust currently has support for this project through the State's Floodplains by Design program in a grant secured by the Jamestown S'Klallam Tribe that we intend to use toward the due diligence, transaction costs, and easement acquisition for this property.

If the Land Trust is successful in securing funding from WWRP, the amount necessary from the Conservation Futures Fund would drop dramatically. This is similar to the scenario that occurred for the recent Mid Valley Farm and Dungeness Hub projects. However, if the Land Trust is unsuccessful with its WWRP request, the need from Conservation Futures is reflected in the request level below.

If these funding requests are successful, it is expected that this purchase would occur mid-2025 and County funds would not be needed until they are placed in an escrow account just prior to closing.

Finally, the Land Trust intends to seek funding from the local community toward this and other upcoming farmland conservation projects late in the easement acquisition process.

4. Please share the economic viability of the farming business. Attach the landowner's business plan if available.

Cameron Farm Estates has no business plan. The economic viability of farming is dependent upon having farmers to farm the property, similar to the current lease and sublease situation and having irrigation water, which this property has.

5. How long has the current farmer been farming this property and what are their plans to continue farming this property into the future? Please attach a farm plan for expected use of this property.

While there is currently no written farm plan for Cameron Farm Estates, Jason Swanberg has successfully farmed this land for years, and the plan, if finances allow, is for this land to be leased for farming for the foreseeable future.

There is currently no farm plan, but prior to closing the conservation easement, a farm plan will be created and approved by the landowner and North Olympic Land Trust.

6. Project Funding: Please disclose all funding sources and expected amounts from each source necessary for the completion of the Conservation Project (see table below).

North Olympic Land Trust is requesting **up to $630,000** from the Conservation Futures Fund toward the acquisition of a permanent conservation easement on the Cameron Farm Estates. With success with the WWRP application discussed above, this amount would decrease substantially. In no scenario, would Clallam County be obligated for more than 46% of the project costs.

The budget below reflects the Land Trust's current assumptions for the acquisition of this easement. The estimated value of the easement is the largest and most variable cost associated with this sort of project. The value shared below is based on the high-end of our estimate, and prior to the purchase will be determined by an independent 3rd-party appraisal that will be verified by an independent 4th-party review appraisal.

Project Name	Acquisition	O & M *	Totals	% Match (maximum)
Conservation Futures Commitment	$630,000	–	$630,000	46%
Sponsor Contribution	$745,500	–	$745,500	54%
Estimated Total Cost	**$1,375,500**	–	**$1,375,500**	**Total match provided is 54%**

* Not covered for farm easements.

A more detailed budget is below.

Budgeted Costs	Total	Conservation Futures Request	Secured or to be secured from other sources*
Estimated Hi-End Easement Cost	**$1,260,000**	$630,000	$630,000
Transaction Costs (Closing)	**$29,000**	–	$29,000
Due Diligence (Appraisals, Survey, Legal Review, Env Assessment)	**$46,500**	–	$46,500
Allocated to Land Trust Stewardship Fund	**$40,000**	–	$40,000
Total	**$1,375,500**	**$630,000**	**$745,500**
Match		46%	54%

* The Land Trust currently has funding on hand for due diligence, and some transaction and easement purchase costs from the State's Floodplains by Design Program, via a grant through the Jamestown S'Klallam Tribe. The Land Trust intends to seek funding for this project also from the State's Washington Wildlife and Recreation Program - Farmland Preservation (WWRP). If funding is successful WWRP the necessary funds from Clallam County would decrease significantly. In addition, the Land Trust will engage in additional private fundraising later in the conservation process.

D. APPLICATION AGREEMENT

It is understood that the above information is submitted in good faith, based on present expectations of the Applicant, to aid the Conservation Futures Advisory Board of Clallam County in its consideration of this application for the sale of a conservation easement.

The information in this application and supporting documents are true and complete to the best of my/our knowledge and are submitted for the purpose of the sale of a conservation easement. I/We understand that this application is subject to review by the Conservation Futures Advisory Board and the Board of Clallam County Commissioners in order to properly evaluate and process this application.

Dated at PORT ANGELES (City) WA (State), on the 11 day of MARCH, 2024

Name and Signature of Applicant:

MICHAEL ANDER

Name and Signature of Landowner:

William L. Cameron Wm. L. Cameron

PAMELA CAMERON Pamela Cameron

APPLICATION INSTRUCTIONS – GENERAL GUIDELINES

APPLICATION DEADLINE:
Applications must be received at the Department of Community Development Office, 223 East 4th Street, Suite 5, Port Angeles WA 98362-3015 (Clallam County Courthouse, main level, Suite 5) until
12 p.m., Monday March 11, 2024 .

The Clallam County Conservation Futures Program Advisory Board will review applications in a public meeting as determined at the Clallam County Courthouse, Commissioner's Boardroom 160. Applicants will be notified and attendance by the applicant's representative is required for presentation and questions. Following review, Clallam County Conservation Futures Program Advisory Board will forward its recommendation to the Board of County Commissioners.

APPLICATION SUBMITTAL INFORMATION:
Submit the **original application and one copy to**:
Conservation Futures Program Advisory Board
Department of Community Development
223 East 4th Street, Suite 5
Port Angeles WA 98362-3015
All copies need to be single sided and not stapled and no folders. All documents and brochures must be printed on 8.5 x 11 letter size paper to be accepted. Documents delivered to other offices and received late by the Department of Community Development will not be considered nor will ones received by facsimile or e-mail. Submittals made in an incorrect format will not be considered.

CONTACT INFORMATION:
Questions can be directed to the Conservation Futures Coordinator by email at Enrique.valenzuela@clallamcountywa.gov or phone 360-417-2322

Clallam County Conservation Futures Program Advisory Board website can be found at this link: Conservation Futures Program Advisory Board (CFPAB) | Clallam County, WA (clallamcountywa.gov)

A. APPLICANT INFORMATION

1. Name of Applicant: North Olympic Land Trust

2. Mailing Address: P.O. Box 2945, Port Angeles, WA 98362

3. Property Address, if different from mailing address:

414 Lamar Lane

Sequim, WA 98362

4. Telephone: (360) 417-1815 ext. 7

5. Email Address: michael@northolympiclandtrust.org

6. Contact Person: Michael Auger, Conservation Director

7. Type of legal entity:

( ) individual

(X) corporation incorporated in the State of Washington (non-profit)

( ) general partnership created in the State of_____

( ) limited partnership created in the State of_____

( ) limited liability company created in the State of _____

8. LANDOWNER(S):

Legal Name: Short Hill, LLC

Mailing address: 97 Black Forest Run, Douglasville, GA 30134

Telephone/Fax/Email: 770-778-1587

9. Are there any material facts or circumstances (e.g. pending litigation, bankruptcy, etc.) relating to any of the parties to the proposed transaction which have not been described and may potentially affect the transaction? ( ) Yes (X) No If Yes, please explain:

This was confirmed with the landowner.

B. PROPERTY INFORMATION

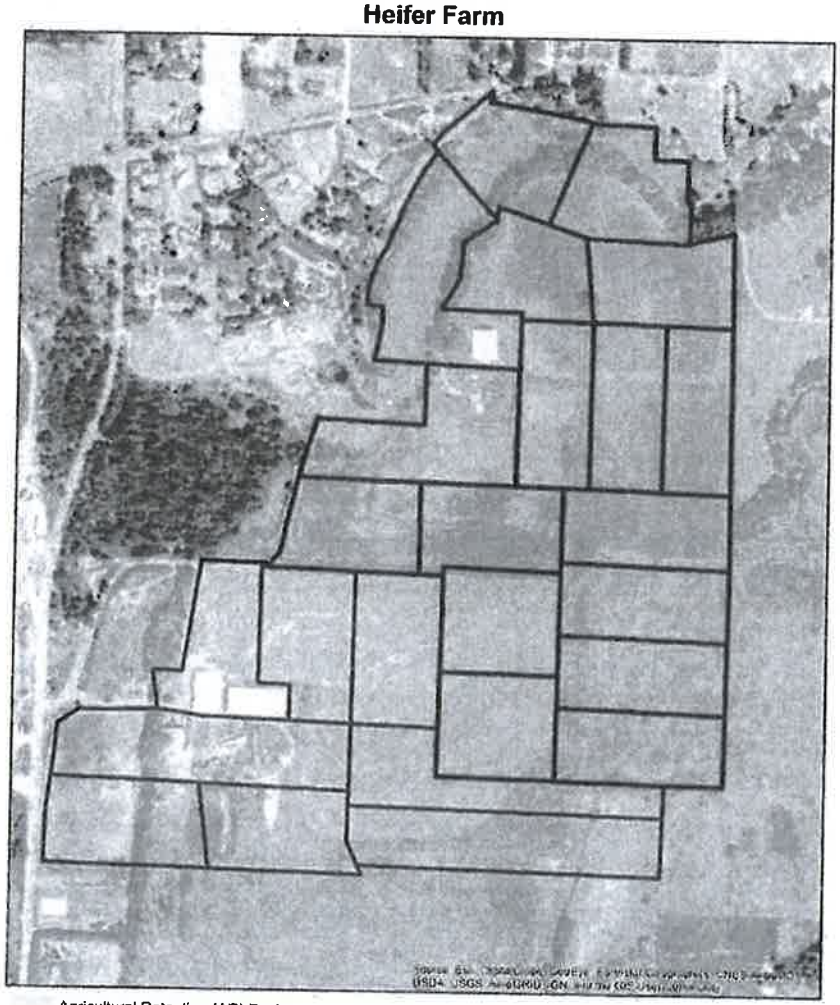
1. Is the property within the Agricultural Retention Zone?

   (X) Yes ( ) No

What is the proximity to other conserved farmland?

Heifer Farm North (84.94 acres) is located in the Sequim-Dungeness Valley. North Olympic Land Trust is also seeking to conserve the adjacent Heifer Farm South, which is under different ownership. Heifer Farm South is proposed for consideration for support from the Conservation Futures Fund under a separate application. The Heifer Farm (North and South) is farmed as one farm by Maple View Farm, one of the two remaining dairies in Clallam County, for silage and staging of its youngest cows. The farm is zoned for Agricultural Retention, however is divided into ~5 acre lots as it was subdivided prior to this zoning being placed upon the land.

Heifer Farm



Agricultural Retention (AR) Zoning

HEIFER FARM NORTH (85-acre property to be conserved with this proposal).

HEIFER FARM SOUTH (48-acre property to be conserved with a seperate proposal).

N

The Historic Ward Farm (to the southeast) and River's Edge (to the east) are the closest currently conserved working farms and each are about a ½ mile away. Immediately to the east of Heifer Farm is a wetland property owned by Northern Conservation Farm, Inc. for conservation purposes. Additional conserved land is nearby as shown on the map below. Heifer Farm is shown in red, and conserved lands are highlighted in green. Farmland conserved with funding from the Clallam Conservation Futures Fund is shown in yellow.

The Land Trust has worked with partners to conserve farmland and habitat in the Lower Dungeness area since 1995 when our first conservation easement was placed on the Quacker Farm in the heart of the Lower Dungeness Basin. Partners include the Jamestown S'Klallam Tribe, Clallam County, the Land Trust, Clallam Conservation District, Washington Farmland Trust, Dungeness River Management Team, Washington Department of Fish and Wildlife, and private landowners. These efforts are aligned with the Clallam County Comprehensive Plan with a shared purpose to ensure lands best suited for farming can remain as farmland, those best suited for wildlife are available for the wildlife, and that the area retains its rural character.

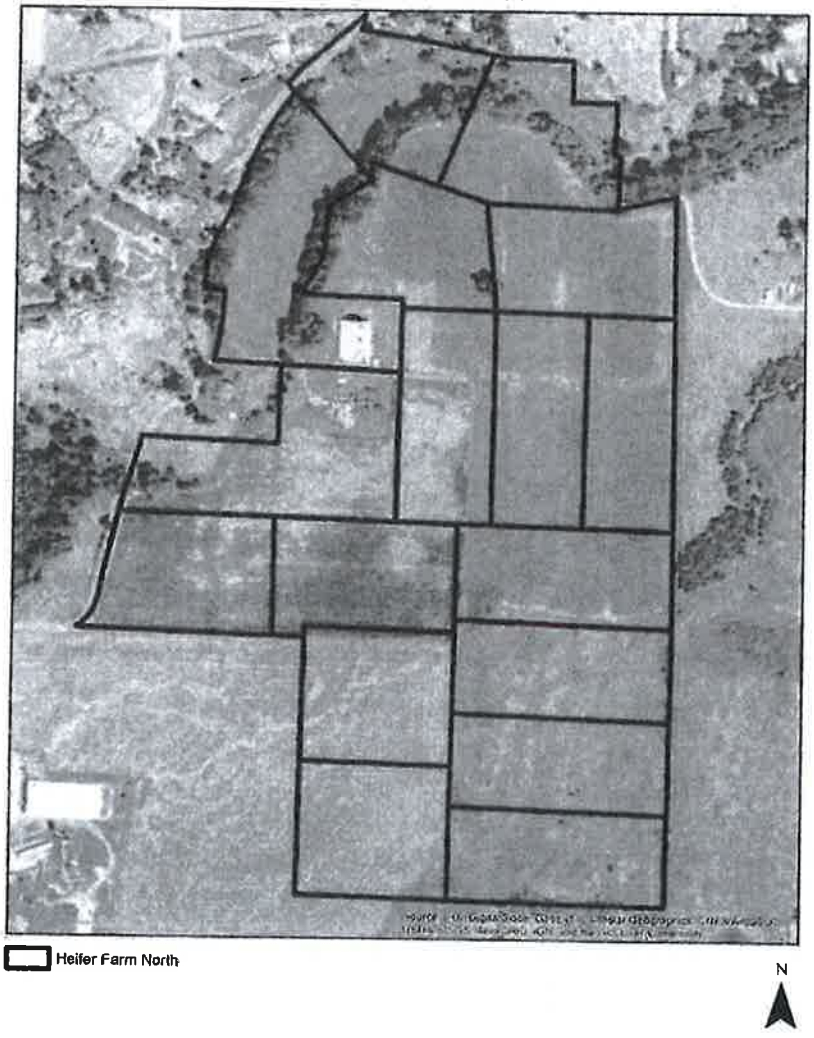
In 2021, the Land Trust did an extensive study prioritizing farmland conservation possibilities that included recent analysis on the climate resilience of these lands. The study also considered zoning, soil type, water access, cultural and historic use, parcel layout, threat, current and potential use, aesthetic and scenic value, and other knowledge regarding the properties appropriateness as farmland. That study prioritized the Heifer Farm in the top tier of Clallam County farmland for conservation.

2. Please attach a legal description of the land, recent title report, and copies of any survey maps of the property. (Size and shape)

The title report is attached, which includes a legal description and surveys. If this property is conserved, an updated survey would be completed.

The property to be conserved is 84.94 acres according to the County website, and is shown on the map below.

Heifer Farm North



3. Are there any water rights associated with the parcels? (X) Yes ( ) No

Please describe:

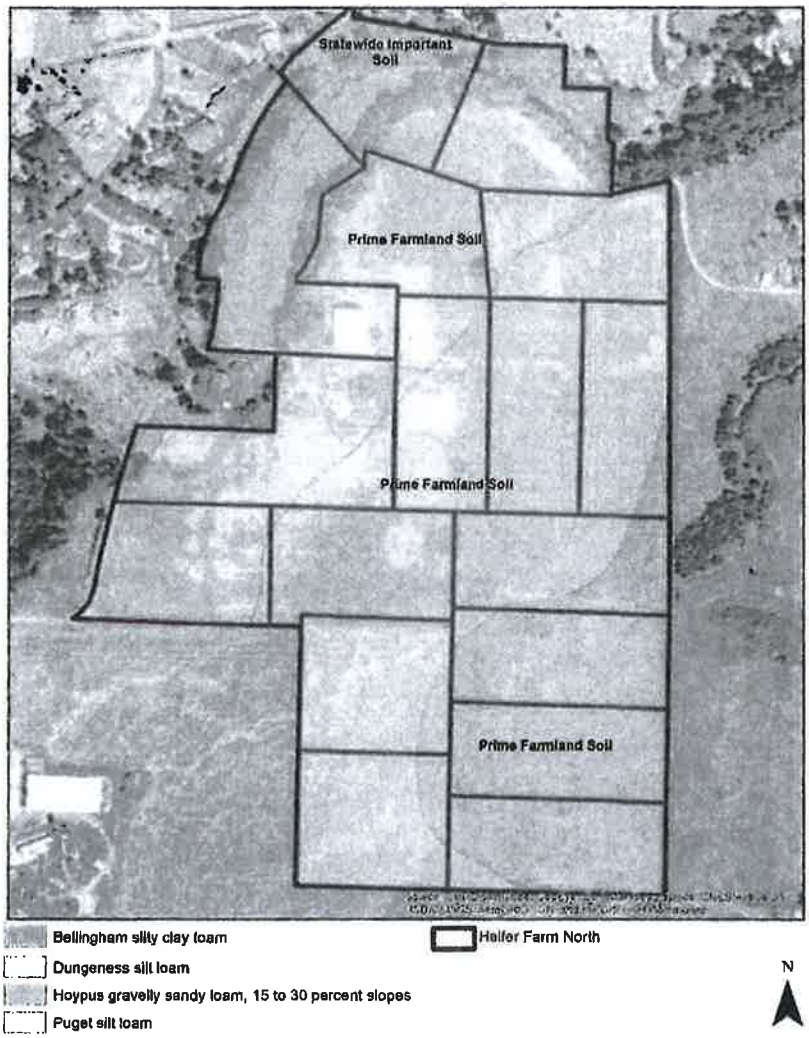
Yes. The property has a water right which is used to irrigate all of the lots on the property.

4. Please indicate the percentage of "prime soil", as defined by the USDA Natural Resource Conservation Service, on the property:

( ) 0-49% ( ) 50-75% (X) 76-100%

The property contains 92% prime farmland soils as defined by the U.S. Department of Agriculture. The remaining 8% of the property are rated farmland soils of statewide importance. Therefore, 100% of the property contains high quality farmland soils. There are 4 soil types on the property as shown on the map below.

Heifer Farm North Soils



5. Please describe the agricultural use of the land, including number of livestock, general description of crops or specialty crops etc.

Maple View Farm which was founded in 1996, is one of the two remaining dairies in Clallam County and has leased this since the current landowner purchased the property in 2018, and for many years prior to that. They cultivate mostly hay and corn to support the nearby Heifer Farm South property and the dairy itself at Washington Harbor. Intermittently, the property is planted in small areas with crops such as spinach.

There are currently no livestock on the property and no plans for it. If conserved, in order for livestock to use the property, use will be in accordance with a farm plan which is created and approved by the landowner and the Land Trust.

6. Please list all soil and water conservation practices and plans in effect on the property.

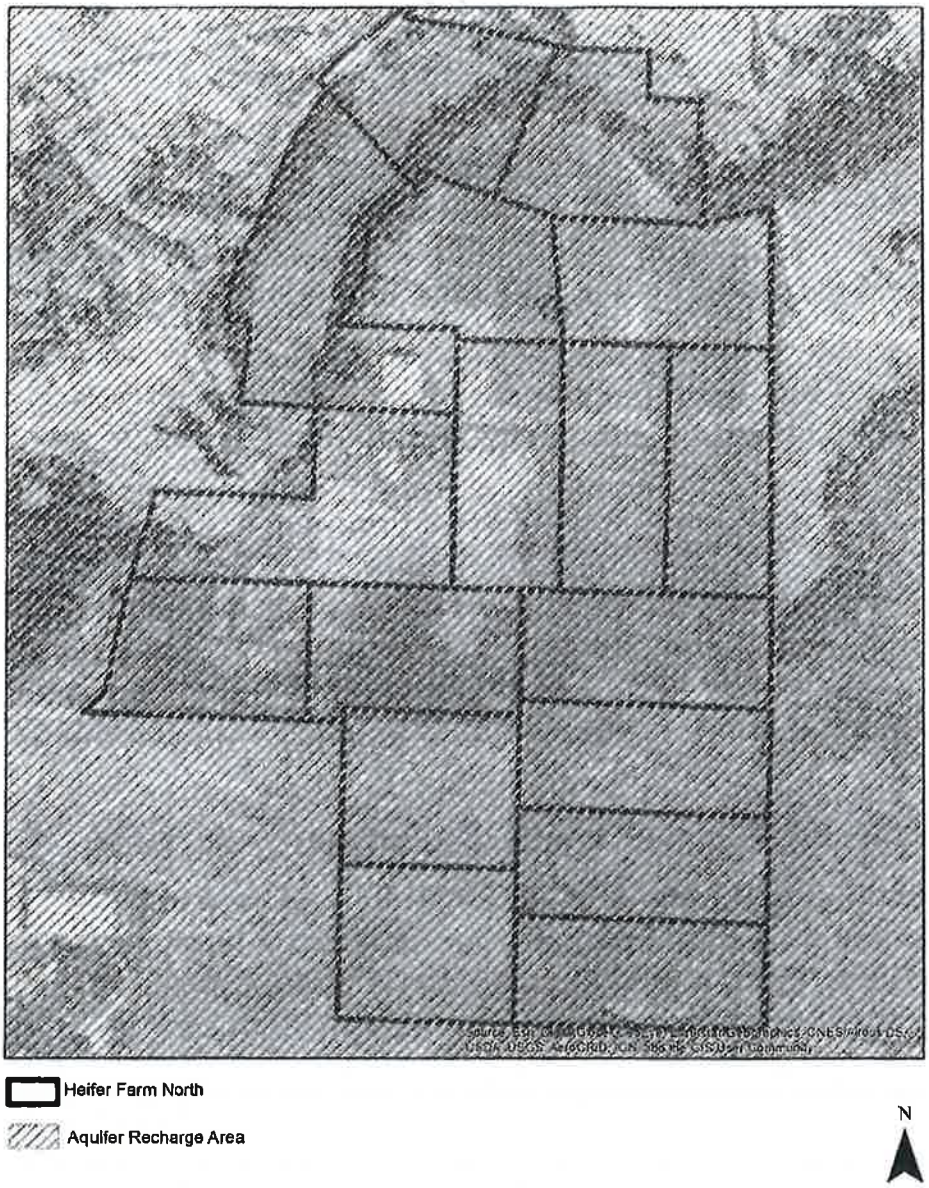
The farmer implements cover cropping and rotational planting conservation practices. Cover crops prevent bare soils, reducing soil loss and increasing soil organic matter over time, resulting in improvements in soil structure, stability, and increased moisture and nutrient holding capacity for plant growth. Crop rotation helps maintain soil fertility.

7. Please identify any conservation practices that address climate change.

In 2021, North Olympic Land Trust and Jefferson Land Trust completed a study that included an analysis of the working farmland projected to be productive in light of our changing climate. This farm was identified as a Working Farms Conservation Opportunity within that climate resiliency analysis. This means that, when considering all the implications of a warming and changing climate, this farm is likely to retain its robust productive capacity for food and fiber, and is likely to continue to have adequate water supplies. By conserving this land, we are conserving land that should be more resilient with a changing climate regardless of conservation practices.

This land is completely within a critical aquifer recharge area according to Clallam County. By protecting these areas, we are helping conserve the community's water by preventing pollution and maintaining supply. This is particularly critical due to water scarcity exacerbated by our changing climate. This is shown on the map below.

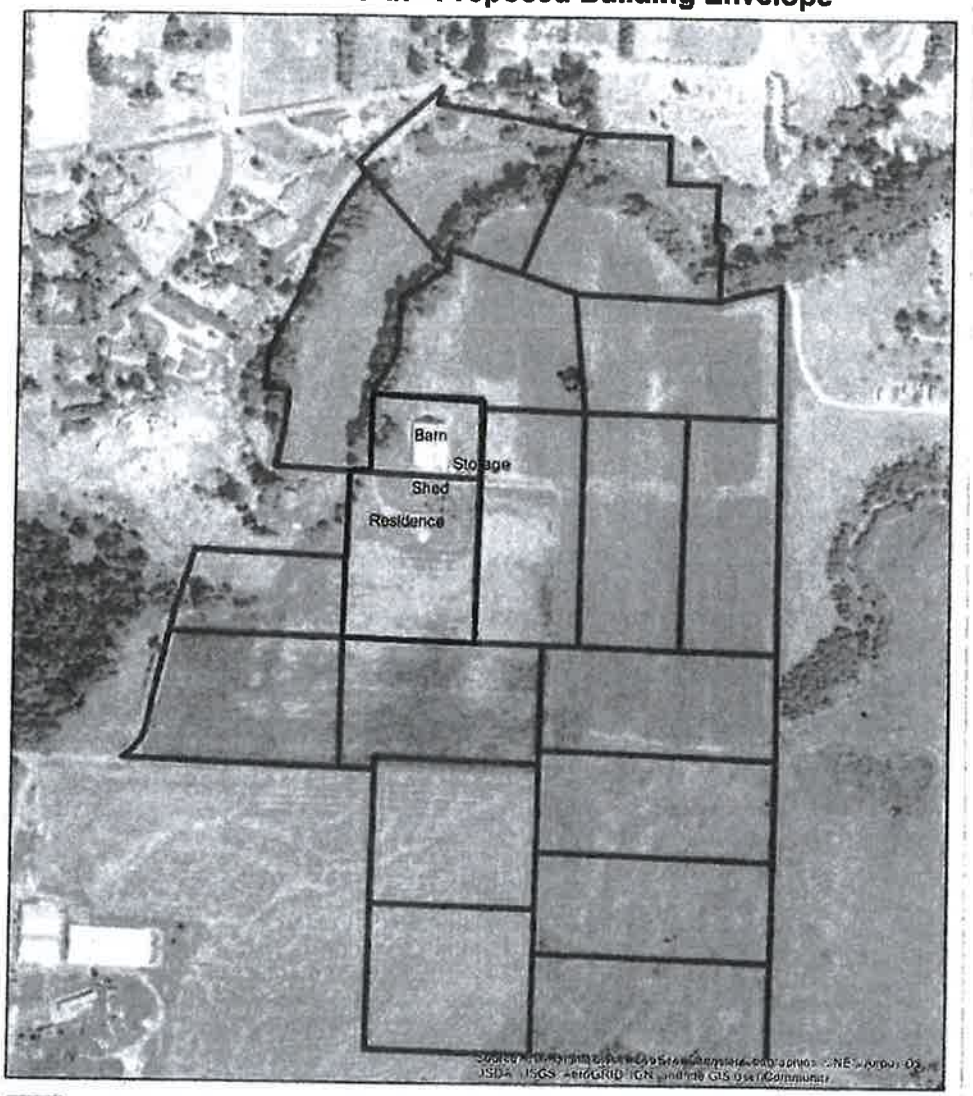
Heifer Farm North Aquifer Recharge



8. Please disclose all residences and buildings on the property

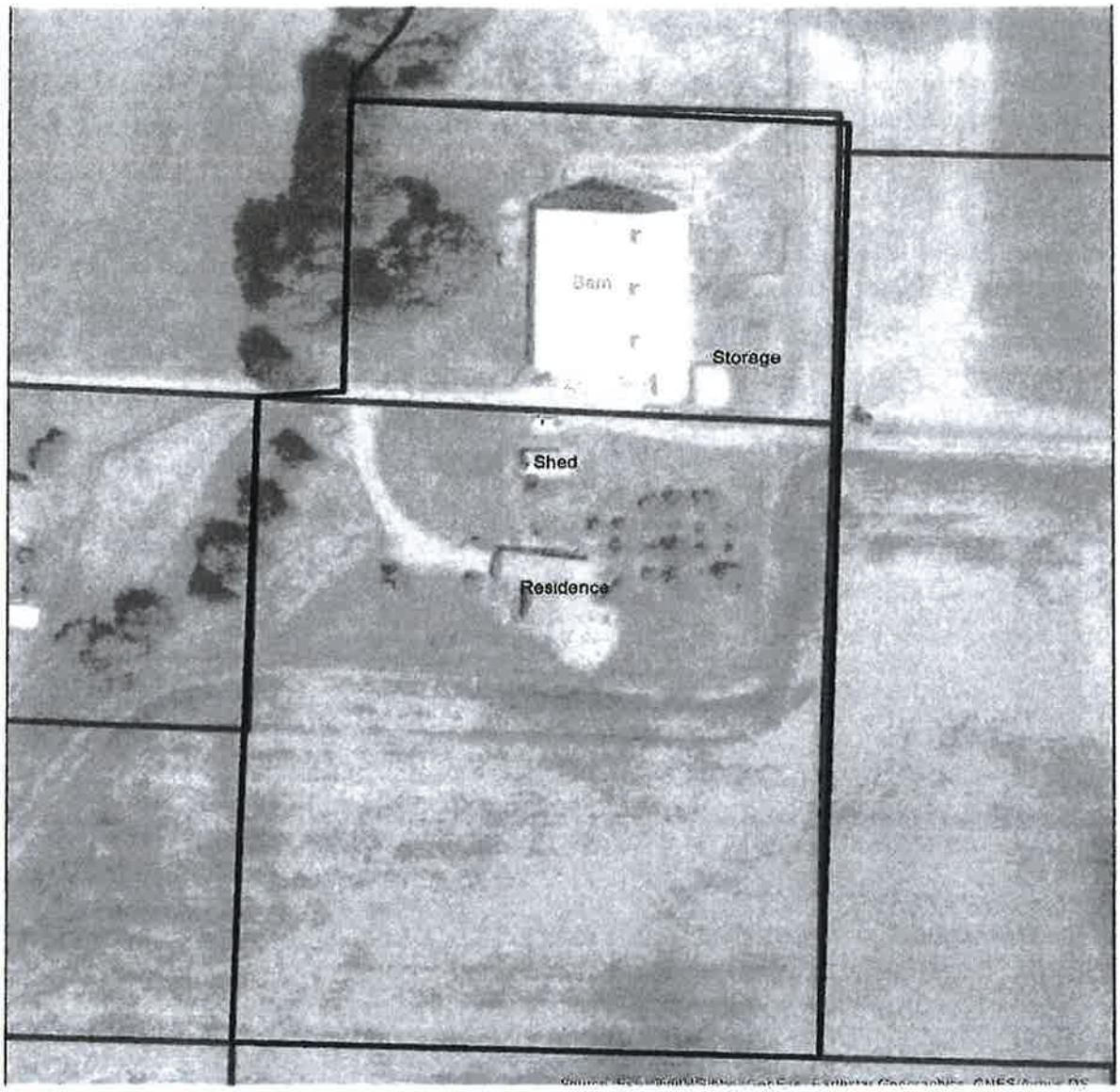
The property includes a barn, a residence, a shed and a storage structure as permanent structures. All are included in the proposed 6.5-acre building envelope, shown below on the maps. There are also two temporary greenhouses on the property, also within the proposed building envelope.

Heifer Farm North - Proposed Building Envelope



Heifer Farm North

Proposed Building Envelope



Closeup of proposed building envelope, showing existing buildings

Barn

Residence (photo courtesy of Clallam County website)

Shed

Shop

Temporary Greenhouses

9. Please provide a brief history of the property.

As the ice sheet retreated following the last Ice Age, what is now the Dungeness River basin formed and quality soils were deposited on this land. Post glaciation, prairies became a predominant ecosystem in this area. These prairies were maintained often through fire by ancestors of the S'Klallam people to provide open space and support vital plants for the community such as camas, then a staple food source.

The farm was settled in 1859 and later homesteaded by Henry Lotzgesell. Henry and his wife Gertrude immigrated from Germany and worked this land along with their 10 children. Over the next 15 decades, the property was farmed by 5 generations of Lotzgesells. In 2018, Short Hill LLC purchased the land from the Lotzgesell Family and continued the farming tradition on this land with a lease to Maple View Farm.

10. Please describe how the farm is integrated/connected with the broader community/benefits to the community.

The Heifer Farm is one of the region's remaining iconic farms. Pictures of this farm are featured on numerous postcards, websites, and in print. As one of the oldest farms in the area, it has a rich documented history as the large Lotzgesell family was prominent

in the community. Two Lotzgesell family members (Henry 1910s and 1920s, & Dick 1970s) were County Commissioners.

Today, the Heifer Farm is integral to the Maple View Farm, one of the last two dairies in Clallam County. Heifer Farm North provides the dairy with silage, and occasional income from seed crops. Heifer Farm South provides the same in addition to housing the infrastructure for the dairy's youngest cows.

Additionally, Trumpeter Swans (*Cygnus buccinators*) regularly use this and the adjacent land during the winter. Trumpeter Swans are a protected species under state law and the Washington Department of Fish and Wildlife considers them priority species for conservation.

C. VIABILITY OF PROPOSAL

1. Are there any anticipated or pending threats to convert the land to a non-agricultural use?

(X) Yes ( ) No If Yes, please describe.

The property contains among the highest quality farmland in Clallam County, with good access to water. It is zoned Agricultural Retention (AR), which calls for a minimum lot size of 16 acres. However, prior to this zoning being placed on the land, a minimum lot size of 5 acres was allowed. This property was divided into 17 five-acre lots prior to AR zoning being placed on the land and those lots were grandfathered in and remain today. Therefore, prior to a conservation easement being placed on the land, an additional 16 homesites and their associated accessory dwelling units and infrastructure could be developed on this property.

The current landowner purchased the property in order to both enjoy its peaceful agrarian aesthetic, and as an investment. Since purchasing the land, they have learned about conservation easements and are very interested in maintaining the property's agricultural values while also being made whole on their investment. They are interested in receiving an appraised fair-market offer to sell the Land Trust a conservation easement including all of the remaining development rights and intend to move forward with the transaction if the offer makes financial sense.

The landowners, understanding the need for future infrastructure to maintain a viable farm, have agreed to an approximately 6.5-acre building envelope on the property, which allows for existing and future infrastructure, as shown on the map. This would allow for 16 development rights to be extinguished and leaves the rest of the farm without permanent structures and available to crop production in perpetuity.

2. Please describe your plan for stewardship of this farmland.

The landowner's current plan is to continue the farmland lease with Maple View Farm and remain an integral part of the entire Heifer Farm. The conservation easement purchased on the property would be associated with a farm plan that the Land Trust would monitor assuring quality stewardship of the land. Securing this conservation easement will help ensure this important farmland and the associated dairy remain viable.

As the Land Trust places a conservation easement on the property, a baseline documentation report will be created, and the Land Trust and the current and future landowners will be entered into a permanent, binding relationship to ensure that the property's documented current agricultural and conservation values are maintained and improved. To fund the Land Trust's costs associated with monitoring and enforcement, the Land Trust maintains an invested Stewardship Fund to endow its conservation easement stewardship costs. Currently, to support the monitoring and enforcement

costs of the Land Trust's 83 permanent conservation easement and 12 fee-owned properties, the fund has a value of over $1.7 million. Additional funds are added for each new stewardship obligation. When this property is conserved, the Land Trust will add an additional $40,000 to the Stewardship Fund to address the additional obligations.

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3. Are you applying to receive monies from other funding sources as well as the Conservation Futures Fund? (X) Yes ( ) No If Yes, please describe.

In addition to the Clallam County Conservation Futures Fund, the Land Trust will seek funding from:

- The State's Washington Wildlife and Recreation Program - Farmland Preservation (WWRP - Farmland). This fund could cover up to 45% of eligible costs, including acquisition, due diligence, and transactional costs. This proposal is due on May 1, 2024. Statewide rankings are expected by the end of October 2024. Funding will be allocated to the ranked list through the 2025-2027 biannual capital budget to be created by the Legislature and approved by the Governor in mid-2025.
- The U.S. Department of Agriculture's Agricultural Conservation Easement Program - Agricultural Land Easement (ACEP-ALE). This fund could cover up to 50% of acquisition costs. The next application date has not yet been announced, but should occur in late 2024 with results announced in the spring of 2025.

If the Land Trust is successful in securing both of these competitive grants, the amount necessary from the Conservation Futures Fund would drop dramatically, which occurred for the recent Mid Valley Farm and Dungeness Hub projects. However, if the Land Trust is successful with only one of these proposals, the need from Conservation Futures is reflected in the request level below.

In addition, the Land Trust currently has support through the State's Floodplains by Design program in a grant secured by the Jamestown S'Klallam Tribe that we intend to use toward the due diligence process for this property.

Therefore, it is expected that if successful this purchase would occur later in 2025 and County funds would not be needed until they are placed in an escrow account just prior to closing.

Finally, the Land Trust intends to seek funding from the local community toward this and other upcoming farmland conservation projects late in the easement acquisition process.

4. Please share the economic viability of the farming business. Attach the landowner's business plan if available.

Maple View Farm and the Heifer Farm are operated by the Smith family that have farmed in this area since the 1930's. In 1970, the farming operations were transitioned to Gary and Janice Smith. They ran the farm business for 38 years. In 2008, Gary and Janice transitioned the business to their children Ben, Troy, and Wendy. Several of Gary and Janice's grandchildren are active in the agricultural operations: the 5th generation. While there is currently no written business plan on this property, the Smiths have run a successful farming operation for many decades.

5. How long has the current farmer been farming this property and what are their plans to continue farming this property into the future? Please attach a farm plan for expected use of this property.

The current plan is to continue to lease the land to Maple View Farm into the future. There is currently no farm plan for this property, but prior to closing the conservation easement, a farm plan will be created and approved by the landowner and North Olympic Land Trust.

6. Project Funding: Please disclose all funding sources and expected amounts from each source necessary for the completion of the Conservation Project (see table below).

North Olympic Land Trust is requesting **up to $1,400,000** from the Conservation Futures Fund toward the acquisition of a permanent conservation easement on the Heifer Farm North. With success on all of the other grants discussed above, this amount would decrease substantially. In no scenario, would Clallam County be obligated for more than 47% of the project costs.

The budget below reflects the Land Trust's current assumptions for the acquisition of this easement. The estimated value of the easement is the largest and most variable cost associated with this sort of project. The value shared below is based on the high-end of our estimate, and prior to the purchase will be determined by an independent 3rd-party appraisal that will be verified by an independent 4th-party review appraisal.

Project Name	Acquisition	O & M *	Totals	% Match (maximum)
Conservation Futures Commitment	$1,400,000	–	$1,400,000	47%
Sponsor Contribution	$1,550,500	–	$1,550,500	53%
Estimated Total Cost	**$2,950,500**	–	**$2,950,500**	**Total match provided is at least 53%**

* Not covered for farm easements.

A more detailed budget is below.

Budgeted Costs	Total	Conservation Futures Request	Secured to to be secured from other sources*
Estimated Hi-End Easement Value	**$2,800,000**	$1,400,000	$1,400,000
Transaction Costs (Closing)	**$64,000**	–	$64,000
Due Diligence (Appraisals, Survey, Legal Review, Env Assessment)	**$46,500**	–	$46,500
Allocated to Land Trust Stewardship Fund	**$40,000**	–	$40,000
Total	**$2,950,500**	**$1,400,000**	**$1,550,500**
Match		47%	53%

* The Land Trust currently has funding on hand for due diligence costs from the State's Floodplains by Design Program, via a grant through the Jamestown S'Klallam Tribe. In addition the Land Trust intends to seek funding for this project from the State's Washington Wildlife and Recreation Program - Farmland Preservation, and the federal Agricultural Conservation Easement Program - Agricultural

Land Easements. If funding is successful from both entities, the necessary funds from Clallam County would decrease significantly.

D. APPLICATION AGREEMENT

It is understood that the above information is submitted in good faith, based on present expectations of the Applicant, to aid the Conservation Futures Advisory Board of Clallam County in its consideration of this application for the sale of a conservation easement.

The information in this application and supporting documents are true and complete to the best of my/our knowledge and are submitted for the purpose of the sale of a conservation easement. I/We understand that this application is subject to review by the Conservation Futures Advisory Board and the Board of Clallam County Commissioners in order to properly evaluate and process this application.

Dated at Port Angeles, WA, on the 11 day of March, 2024
(City) (State)

Name and Signature of Applicant:
Michael Auer

Name and Signature of Landowner:
Taikang Wang

A. APPLICANT INFORMATION

1. Name of Applicant: North Olympic Land Trust

2. Mailing Address: P.O. Box 2945, Port Angeles, WA 98362

3. Property Address, if different from mailing address:

34 Lamar Lane

Sequim, WA 96362

4. Telephone: (360) 417-1815 ext. 7

5. Email Address: michael@northolympiclandtrust.org

6. Contact Person: Michael Auger, Conservation Director

7. Type of legal entity:

( ) individual

(X) corporation incorporated in the State of Washington (non-profit)

( ) general partnership created in the State of_____

( ) limited partnership created in the State of_____

( ) limited liability company created in the State of_____

8. LANDOWNER(S):

Legal Name: Troy A and Bennett L. Smith (Property ID #s 33443, 33446, 33447, 33472, 33473, and 33474) and Maple View Heritage, LLC (Property ID #s 33449 and 33450)

Mailing address: 193 Dairy View Lane, Sequim 98382

Telephone/Fax/Email: bens@olypen.com

9. Are there any material facts or circumstances (e.g. pending litigation, bankruptcy, etc.) relating to any of the parties to the proposed transaction which have not been described and may potentially affect the transaction? ( ) Yes (X) No If Yes, please explain:

This was confirmed with all of the landowners.

B. PROPERTY INFORMATION

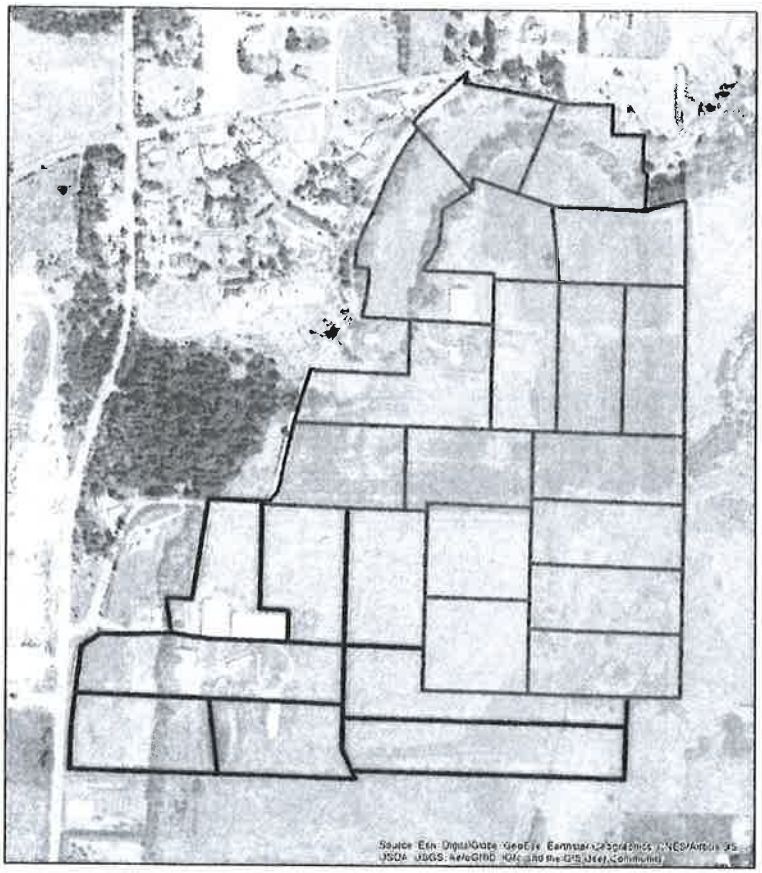
1. Is the property within the Agricultural Retention Zone?

   (X) Yes ( ) No

What is the proximity to other conserved farmland?

Heifer Farm South (48.66 acres) is located in the Sequim-Dungeness Valley. North Olympic Land Trust is also seeking to conserve the adjacent Heifer Farm North, which is under different ownership. Heifer Farm North is proposed for consideration for support from the Conservation Futures Fund under a separate application. The Heifer Farm (North and South) is farmed as one farm by Maple View Farm, one of the two remaining dairies in Clallam County, for silage and staging of its youngest cows. The farm is zoned for Agricultural Retention, however is divided into ~5 acre lots as it was subdivided prior to this zoning being placed upon the land.

Heifer Farm



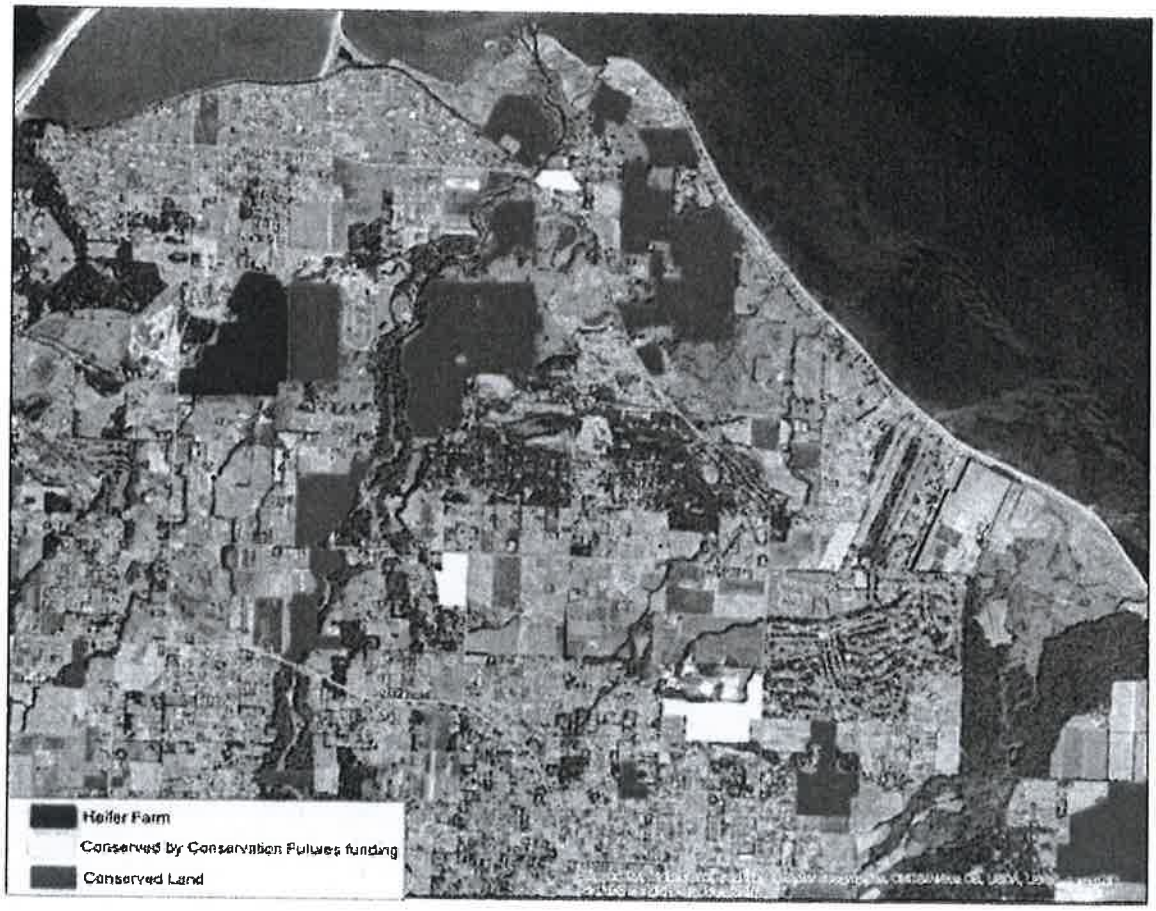
Agricultural Retention (AR) Zoning

HEIFER FARM SOUTH (48-acre property to be conserved with this proposal)

HEIFER FARM NORTH (85-acre property to be conserved with this proposal)

N

The Historic Ward Farm (to the southeast) and River's Edge (to the east) are the closest currently conserved working farms and each are about a ½ mile away. Immediately to the east of Heifer Farm is a wetland property owned by Northern Conservation Farm, Inc. for conservation purposes. Additional conserved land is nearby as shown on the map below. Heifer Farm is shown in red, and conserved lands are highlighted in green. Farmland conserved with funding from the Clallam Conservation Futures Fund is shown in yellow.



The Land Trust has worked with partners to conserve farmland and habitat in the Lower Dungeness area since 1995 when our first conservation easement was placed on the Quacker Farm in the heart of the Lower Dungeness Basin. Partners include the Jamestown S'Klallam Tribe, Clallam County, the Land Trust, Clallam Conservation District, Washington Farmland Trust, Dungeness River Management Team, Washington Department of Fish and Wildlife, and private landowners. These efforts are aligned with the Clallam County Comprehensive Plan with a shared purpose to ensure lands best suited for farming can remain as farmland, those best suited for wildlife are available for the wildlife, and that the area retains its rural character.

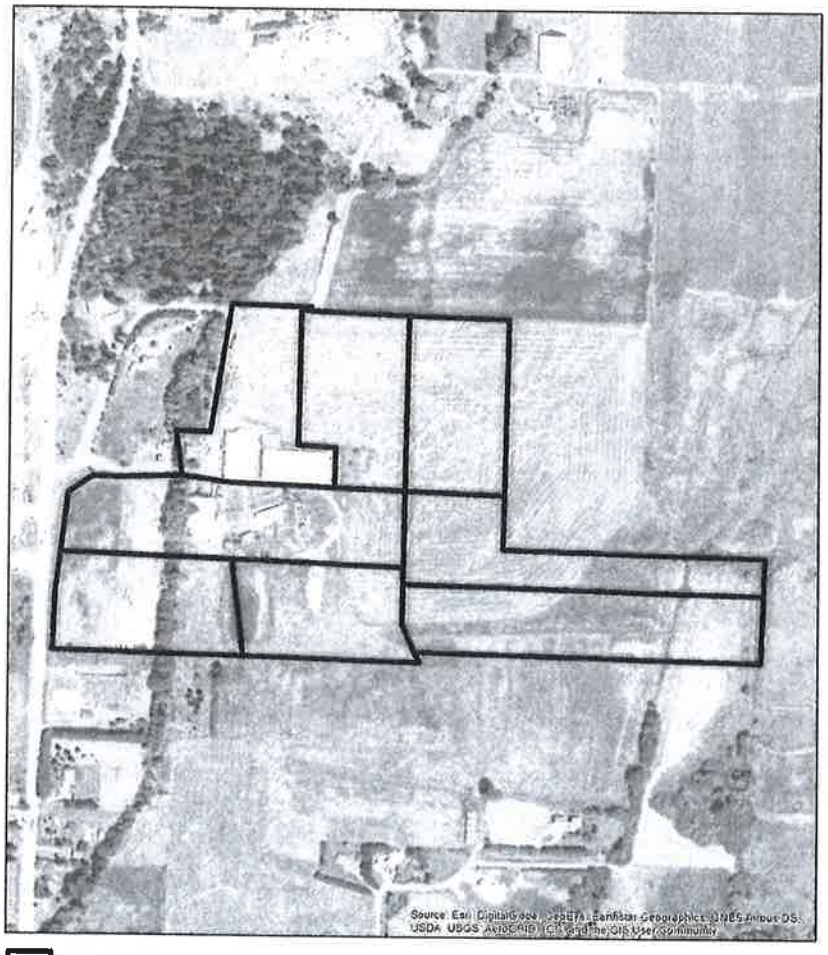
In 2021, the Land Trust did an extensive study prioritizing farmland conservation possibilities that included recent analysis on the climate resilience of these lands. The study also considered zoning, soil type, water access, cultural and historic use, parcel layout, threat, current and potential use, aesthetic and scenic value, and other knowledge regarding the properties appropriateness as farmland. That study prioritized the Heifer Farm in the top tier of Clallam County farmland for conservation.

2. Please attach a legal description of the land, recent title report, and copies of any survey maps of the property. (Size and shape)

The title report is attached, which includes a legal description and a survey. If this property is conserved, an updated survey would be completed.

The property is 48.66 acres according to Clallam County, as shown on the map below.

Heifer Farm South



3. Are there any water rights associated with the parcels? (X) Yes ( ) No

Please describe:

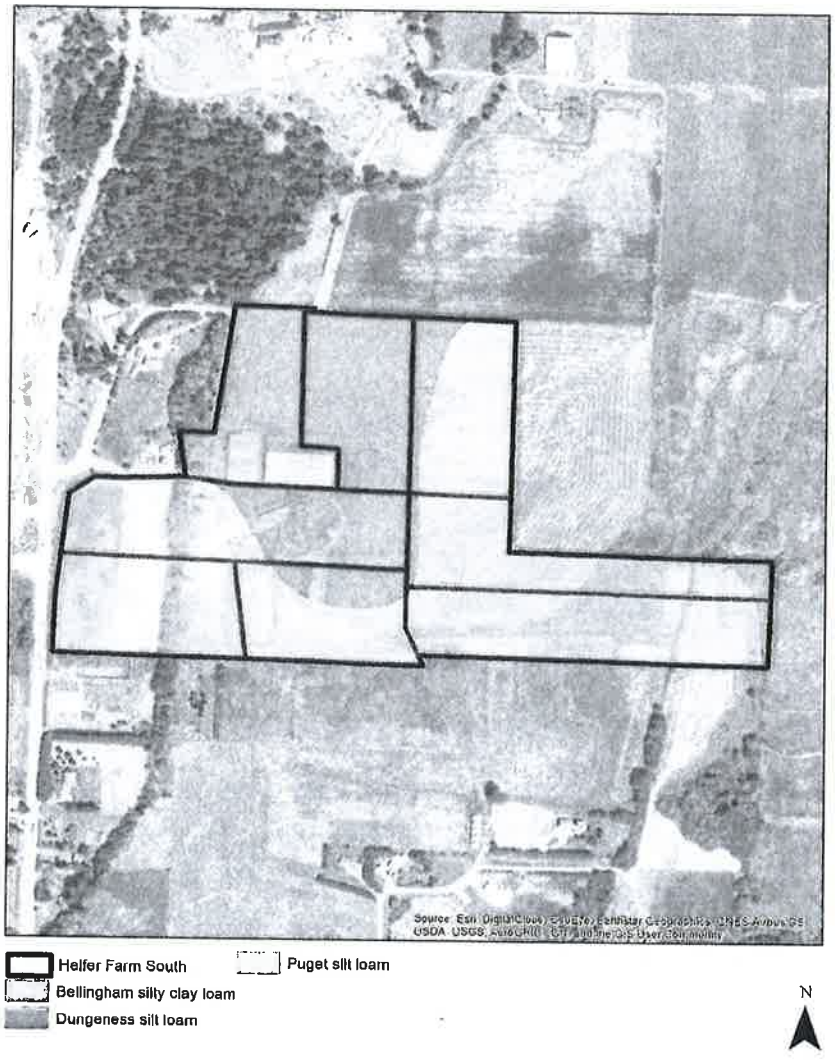
Yes. The property has a water right that supplies water for stockwater, domestic use and agricultural irrigation.

4. Please indicate the percentage of "prime soil", as defined by the USDA Natural Resource Conservation Service, on the property:

( ) 0-49% ( ) 50-75% (X) 76-100%

The property is 100% prime farmland soils as defined by the U.S. Department of Agriculture. There are 3 soil types on the property as shown on the map below.

Heifer Farm South Soils



5. Please describe the agricultural use of the land, including number of livestock, general description of crops or specialty crops etc.

Heifer Farm South is owned and operated as a part of Maple View Farm, one of the two remaining dairies in Clallam County. Approximately 350 heifers (aged from 2 to 24 months old) are raised on Heifer Farm South, in addition the fields are cultivated mostly with hay and corn for feed and silage. Hay and corn are also raised on the adjacent Heifer Farm North for this dairy operation. Livestock usage and management is in accordance with a farm plan (attached). If this property is conserved with a conservation easement, the existing farm plan will be updated and approved by the Land Trust.

6. Please list all soil and water conservation practices and plans in effect on the property.

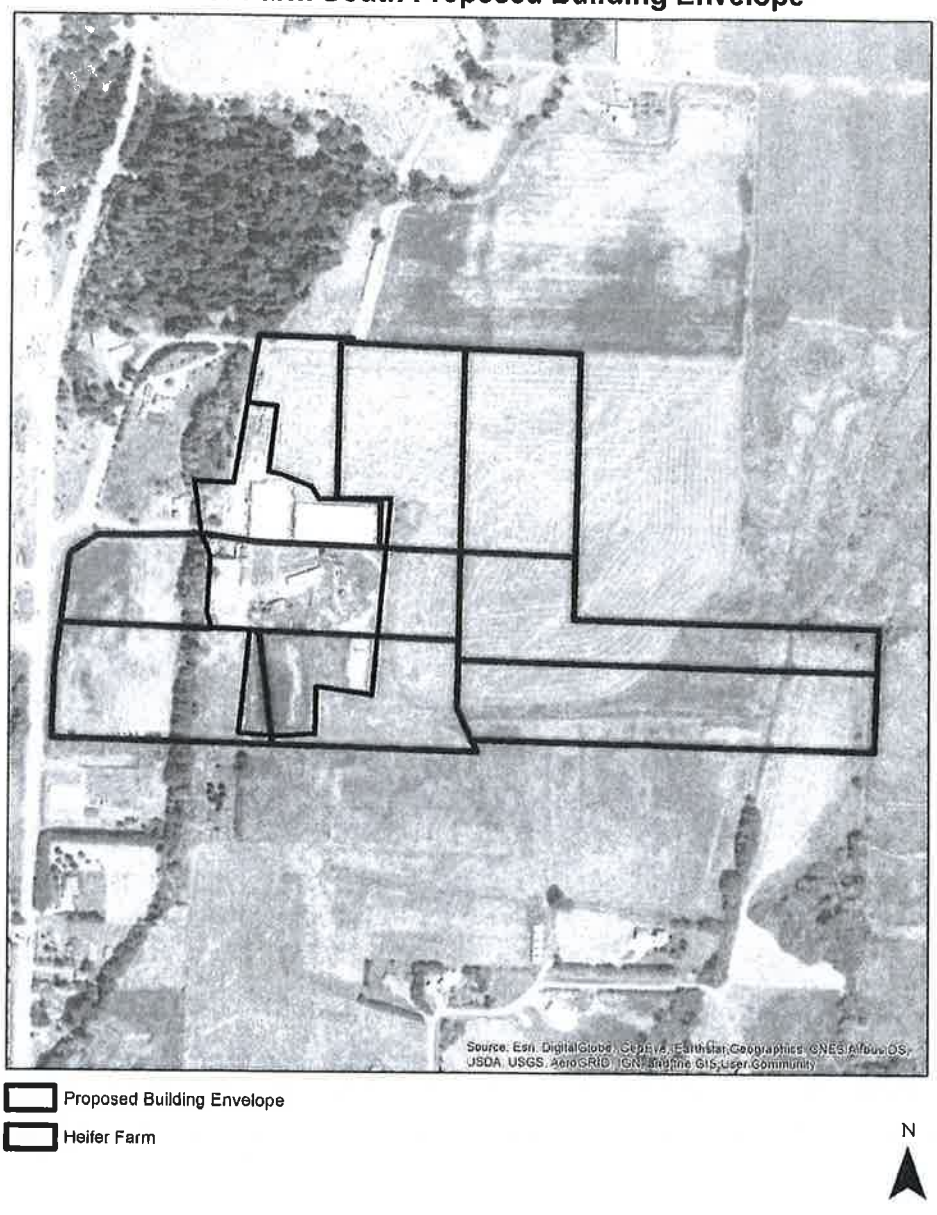
The farmer implements cover cropping and rotational planting conservation practices. Cover crops prevent bare soils, reducing soil loss and increasing soil organic matter over time, resulting in improvements in soil structure, stability, and increased moisture and nutrient holding capacity for plant growth. Crop rotation helps maintain soil fertility.

7. Please identify any conservation practices that address climate change.

In 2021, North Olympic Land Trust and Jefferson Land Trust completed a study that included an analysis of the working farmland projected to be productive in light of our changing climate. This farm was identified as a Working Farms Conservation Opportunity within that climate resiliency analysis. This means that, when considering all the implications of a warming and changing climate, this farm is likely to retain its robust productive capacity for food and fiber, and is likely to continue to have adequate water supplies. By conserving this land, we are conserving land that should be more resilient with a changing climate regardless of conservation practices.

This land is completely within a critical aquifer recharge area according to Clallam County. By protecting these areas, we are helping conserve the community's water by preventing pollution and maintaining supply. This is particularly critical due to water scarcity exacerbated by our changing climate. This is shown on the map below.

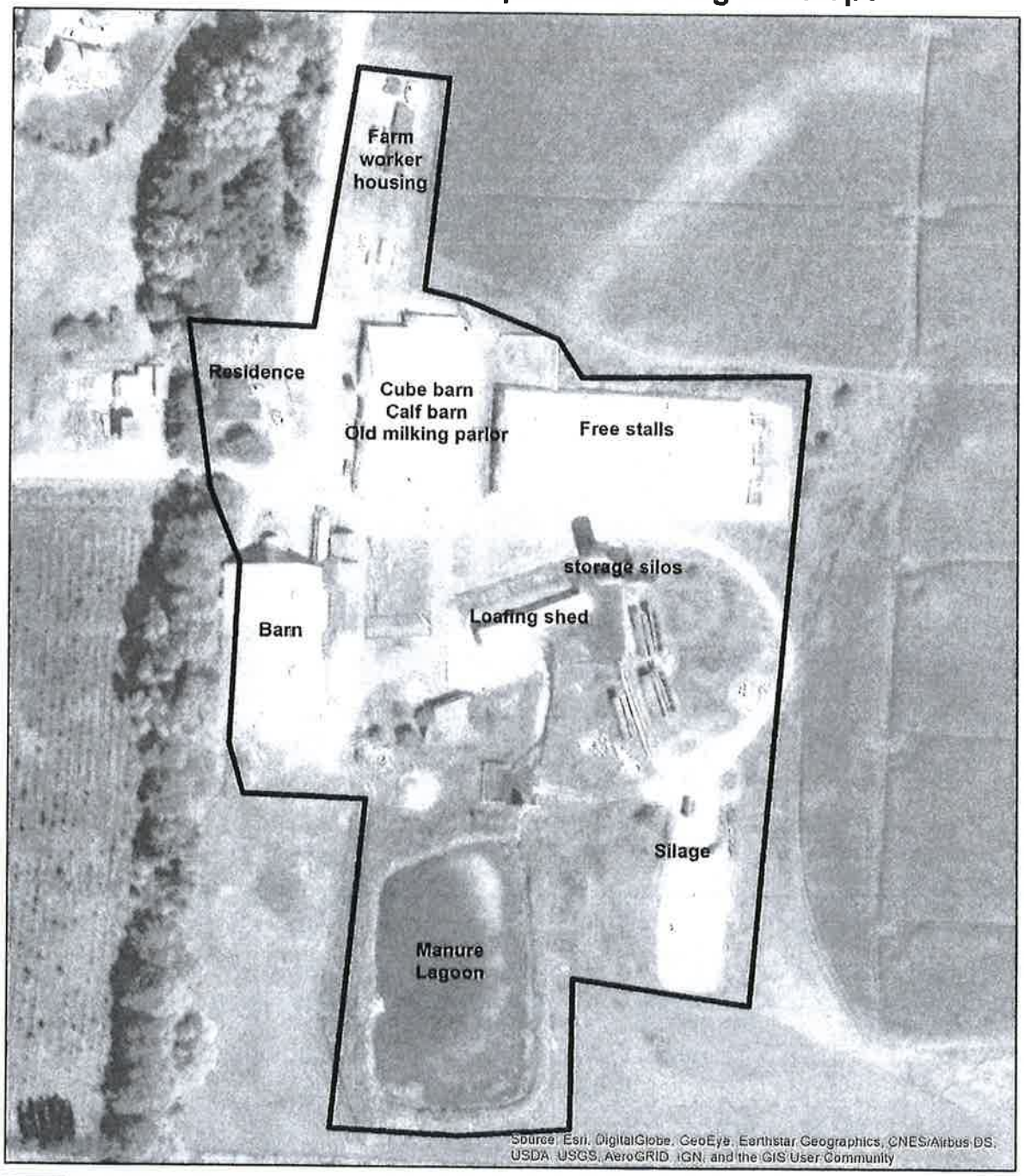
Heifer Farm South Proposed Building Envelope



8. Please disclose all residences and buildings on the property

The property includes a number of structures: a large hay barn, a house and a trailer used for farm worker housing, an old milking parlor, cube barn, calf barn, free stalls, a loafing shed, storage silos, and an open manure lagoon with its associated structures. There are also some concrete pads and pavement. All are included in the proposed 9-acre building envelope, as shown on the map below.

Heifer Farm South Proposed Building Envelope



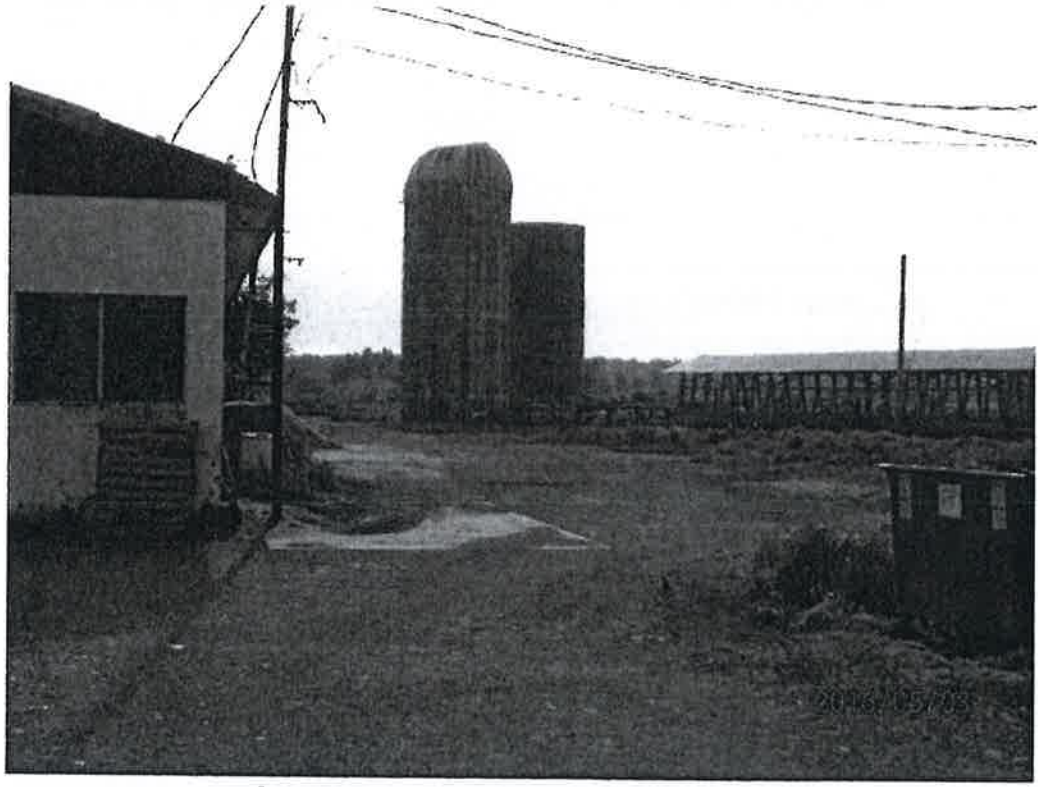
Large barn (photo courtesy of Clallam County)

Refrigeration and creamery building (photo courtesy of Clallam County)

Residence (photo courtesy of Clallam County)

Cube barn, calf barn and free stalls (photo courtesy of Clallam County)

Old milking parlor (photo courtesy of Clallam County)



Silos (photo courtesy of Clallam County)

Farmworker housing (photo courtesy of Clallam County)

9. Please provide a brief history of the property.

As the ice sheet retreated following the last Ice Age, what is now the Dungeness River basin formed and quality soils were deposited on this land. Post glaciation, prairies became a predominant ecosystem in this area. These prairies were maintained often through fire by ancestors of the S'Klallam people to provide open space and support vital plants for the community such as camas, then a staple food source.

Heifer Farm South was purchased by the Maple View Farm and the Smiths in 1996 from the Millet Family, who ran a dairy operation here known as Mil-Key Farm from the 1970s until the land was bought by the Maple View Farm. In the late 1800s through the mid 1900s, it is our understanding that this farm was owned by the Lotzgesell Family who also owned adjacent land, including what is now Heifer Farm North.

10. Please describe how the farm is integrated/connected with the broader community/benefits to the community.

The Heifer Farm is one of the region's remaining iconic farms. Pictures of this farm are featured on numerous postcards, websites, and in print. As one of the oldest farms in the area, it has a rich documented history as the large Lotzgesell family was prominent in the community. Two Lotzgesell family members (Henry 1910s and 1920s, & Dick 1970s) were County Commissioners.

Today, the Heifer Farm is integral to the Maple View Farm, one of the last two dairies in Clallam County. Heifer Farm North provides the dairy with silage, and occasional income from seed crops. Heifer Farm South provides the same in addition to housing the infrastructure for the dairy's youngest cows.

Additionally, Trumpeter Swans (*Cygnus buccinators*) regularly use this and the adjacent land during the winter. Trumpeter Swans are a protected species under state law and the Washington Department of Fish and Wildlife considers them priority species for conservation.

C. VIABILITY OF PROPOSAL

1. Are there any anticipated or pending threats to convert the land to a non-agricultural use?

(X) Yes ( ) No If Yes, please describe.

The property contains among the highest quality farmland in Clallam County, with good access to water. It is zoned Agricultural Retention (AR), which calls for a minimum lot size of 16 acres. However, prior to this zoning being placed on the land, a minimum lot size of 5 acres was allowed. This property was divided into 8 lots each slightly larger than five-acre prior to AR zoning being placed on the land and those lots were grandfathered in and remain today. Therefore, prior to a conservation easement being placed on the land. Through this conservation process, additional clarity is requested from the County and the appraiser regarding whether 6 or 7 additional homesites and their associated accessory dwelling units could be developed on the property.

The landowners have a strong desire to keep this and other farms they own or work available for agriculture. They also have a number of stakeholders associated with the business and any loss of development rights needs to be fairly compensated. They are interested in receiving an appraised fair-market offer to sell the Land Trust a conservation easement including all of the remaining development rights and intend to move forward with the transaction if the offer makes financial sense.

The landowners, understanding the need for future infrastructure to maintain a viable farm, have agreed to an approximately 9-acre building envelope on the property, which allows for the existing infrastructure, as shown on the map. This leaves the remainder of the farm without permanent structures and available for grazing and crop production.

2. Please describe your plan for stewardship of this farmland.

For the foreseeable future, the landowner's plan is to continue the operation of Maple View Farm, and Heifer Farm South is an integral part of that long-term plan. The conservation easement purchased on the property will be associated with a Land Trust approved farm plan. Securing this conservation easement will help ensure this important farmland and the associated dairy remain viable.

As the Land Trust places a conservation easement on the property, a baseline documentation report will be created, and the Land Trust and the current and future landowners will be entered into a permanent, binding relationship to ensure that the property's documented current agricultural and conservation values are maintained and improved. To fund the Land Trust's costs associated with monitoring and enforcement, the Land Trust maintains an invested Stewardship Fund to endow its conservation easement stewardship costs. Currently, to support the monitoring and enforcement costs of the Land Trust's 83 permanent conservation easement and 12 fee-owned properties, the fund has a value of over $1.7 million. Additional funds are added for each

new stewardship obligation. When this property is conserved, the Land Trust will add an additional $40,000 to the Stewardship Fund to address the additional obligations.

North Olympic Land Trust is nationally accredited with the Land Trust Accreditation Commission. This means we follow all of the Land Trust Alliance's ethical and technical guidelines for responsible land trust operations and are audited regularly to ensure compliance. In addition, North Olympic Land Trust is a member of the Terrafirma insurance program. This insurance pool was created by land trusts across the country to provide robust legal defense funds for any potential easement violations. Both of these contribute to our promise of being around forever and stewarding each and every property well.

3. Are you applying to receive monies from other funding sources as well as the Conservation Futures Fund? (X) Yes ( ) No If Yes, please describe.

In addition to the Clallam County Conservation Futures Fund, the Land Trust will seek funding from:

- The State's Washington Wildlife and Recreation Program - Farmland Preservation (WWRP - Farmland). This fund could cover up to 45% of eligible costs, including acquisition, due diligence, and transactional costs. This proposal is due on May 1, 2024. Statewide rankings are expected by the end of October 2024. Funding will be allocated to the ranked list through the 2025-2027 biannual capital budget to be created by the Legislature and approved by the Governor in mid-2025.
- The U.S. Department of Agriculture's Agricultural Conservation Easement Program - Agricultural Land Easement (ACEP-ALE). This fund could cover up to 50% of acquisition costs. The next application date has not yet been announced, but should occur in late 2024 with results announced in the spring of 2025.

If the Land Trust is successful in securing both of these competitive grants, the amount necessary from the Conservation Futures Fund would drop dramatically, which occurred for the recent Mid Valley Farm and Dungeness Hub projects. However, if the Land Trust is successful with only one of these proposals, the need from Conservation Futures is reflected in the request level below.

In addition, the Land Trust currently has support through the State's Floodplains by Design program in a grant secured by the Jamestown S'Klallam Tribe that we intend to use toward the due diligence process for this property.

Therefore, it is expected that if successful this purchase would occur later in 2025 and County funds would not be needed until they are placed in an escrow account just prior to closing.

4. Please share the economic viability of the farming business. Attach the landowner's business plan if available.

Maple View Farm and the Heifer Farm are operated by the Smith family that have farmed in this area since the 1930's. In 1970, the farming operations were transitioned to Gary and Janice Smith. They ran the farm business for 38 years. In 2008, Gary and Janice transitioned the business to their children Ben, Troy, and Wendy. Several of Gary and Janice's grandchildren are active in the agricultural operations: the 5th generation. While there is currently no written business plan, the Smiths have run a successful farming operation for many decades.

5. How long has the current farmer been farming this property and what are their plans to continue farming this property into the future? Please attach a farm plan for expected use of this property.

The current plan is for Maple View Farm to continue to farm the land in support of the dairy. There is an existing farm plan for this property, which also includes other land Maple View Farm leases, which is attached. Prior to closing the conservation easement, an updated farm plan will be approved by the landowner and the Land Trust.

6. Project Funding: Please disclose all funding sources and expected amounts from each source necessary for the completion of the Conservation Project (see table below).

North Olympic Land Trust is requesting **up to $630,000** from the Conservation Futures Fund toward the acquisition of a permanent conservation easement on the Heifer Farm South. With success on all of the other grants discussed above, this amount would decrease substantially. In no scenario, would Clallam County be obligated for more than 46% of the project costs.

The budget below reflects the Land Trust's current assumptions for the acquisition of this easement. The estimated value of the easement is the largest and most variable cost associated with this sort of project. The value shared below is based on the high-end of our estimate, and prior to the purchase will be determined by an independent 3rd-party appraisal that will be verified by an independent 4th-party review appraisal.

Project Name	Acquisition	O & M *	Totals	% Match (maximum)
Conservation Futures Commitment	$630,000	–	$630,000	46%
Sponsor Contribution	$745,500	–	$745,500	54%
Estimated Total Cost	**$1,375,500**	–	**$1,375,500**	**Total match provided is at least 54%**

* Not covered for farm easements.

A more detailed budget is below.

Budgeted Costs	Total	Conservation Futures Request	Secured to to be secured from other sources*
Estimated Hi-End Easement Value	**$1,260,000**	$630,000	$630,000
Transaction Costs (Closing)	**$29,000**	–	$29,000
Due Diligence (Appraisals, Survey, Legal Review, Env Assessment)	**$46,500**	–	$46,500
Allocated to Land Trust Stewardship Fund	**$40,000**	–	$40,000
Total	**$1,375,500**	**$630,000**	**$745,500**
Match		46%	54%

* The Land Trust currently has funding on hand for due diligence costs from the State's Floodplains by Design Program, via a grant through the Jamestown S'Klallam Tribe. In addition the Land Trust intends to seek funding for this project from the State's Washington Wildlife and Recreation Program - Farmland Preservation, and the federal Agricultural Conservation Easement Program - Agricultural

Land Easements. If funding is successful from both entities, the necessary funds from Clallam County would decrease significantly.

D. APPLICATION AGREEMENT

It is understood that the above information is submitted in good faith, based on present expectations of the Applicant, to aid the Conservation Futures Advisory Board of Clallam County in its consideration of this application for the sale of a conservation easement.

The information in this application and supporting documents are true and complete to the best of my/our knowledge and are submitted for the purpose of the sale of a conservation easement. I/We understand that this application is subject to review by the Conservation Futures Advisory Board and the Board of Clallam County Commissioners in order to properly evaluate and process this application.

Dated at SEQUIM (City) WA. (State), on the 5 day of MARCH, 20 24

Name and Signature of Applicant:

MICHAEL AUER

Name and Signature of Landowner:

BENNETT L. SMITH

21

AGENDA ITEM SUMMARY

APR 2 9 2024

(Must be submitted NLT 3PM Wednesday for next week agenda)

14

Department: BOCC

WORK SESSION ☒ **Meeting Date: 4-29-24**

REGULAR AGENDA ☒ **Meeting Date: 4-30-24**

Required originals approved and attached? ☐
Will be provided on:

Item summary:

☐ Call for Hearing
☐ Contract/Agreement/MOU - Contract #
☐ Resolution
☐ Proclamation
☐ Budget Item
☐ Draft Ordinance
☐ Final Ordinance
☒ Other - Letter

Documents exempt from public disclosure attached: ☐

Executive summary:
Jamestown Tribal Council and Floodplains by Design Letters:
Review and request approval of letters to the Jamestown Tribal Council and Floodplains by Design regarding the Dungeness Levee Setback Project.

Budgetary impact: (Is there a monetary impact? If so, are funds for this already allocated or is a budget change necessary? If this is a contract and a budget change is necessary, the budget change form must be submitted with the item at work session and for the regular agenda) **If a budget action is required, has it been submitted and a copy attached?** ☐
None.

Recommended action: (Does the Board need to act? If so, what is the department's recommendation?)
Review and recommend approval of letter to Jamestown Tribal Council and Floodplains by Design.

County Official signature & print name: Loni Gores Loni Gores, Clerk

Name of Employee/Stakeholder attending meeting: Board of Commissioners, Department of Community Development, Public Works/Road Department

Date submitted: 4-24-24

Board of Clallam County Commissioners

223 East 4th Street, Suite 4
Port Angeles, WA 98362-3015
360.417.2233 Fax: 360.417.2493
Email: commissioners@clallamcountywa.gov

MIKE FRENCH, District 3, Chair
RANDY JOHNSON, District 2
MARK OZIAS, District 1

TODD MIELKE, County Administrator

DRAFT

April 30, 2024

Loni Greninger, Vice Chair/Director of Culture
Jamestown S'Klallam Tribe
1033 Old Blyn Highway
Sequim, WA 98382

RE: Lower Dungeness Floodplain Restoration, Levee Surface/Towne Road

Dear Vice-Chair Greninger,

This response is long overdue, and for that, we offer our sincere apology.

We very much appreciate the Tribe's official comments and questions of October 10, 2023, and January 30, 2024, as well as the numerous staff-level correspondences and discussions concerning the surfacing options for the setback levee at the Lower Dungeness Floodplain restoration site. Many of those meetings and correspondence involved staff from multiple county departments, often reporting to different County elected officials.

We also recognize that under Clallam County's Charter form of government, it is sometimes difficult to decipher which part of county government is "in charge" of any particular project, thereby complicating who will coordinate communication and timelines. The Lower Dungeness Floodplain Restoration-Towne Road project is no different. The issue of land use and environmental protection generally falls under the authority of the elected Director of the Department Community Development (DCD). The Road Department and all funding allocations fall under the purview of the Board of County Commissioners, while emergency management, law enforcement, and public safety fall under the authority of the elected Sheriff. While each of these three offices operate under their own distinct authority, most projects require extensive collaboration and coordination to find solutions to best serve the citizens of Clallam County. As you are aware, discussions and coordination on this project have been occurring for several years now.

After receiving a presentation and recommendation by the Director of DCD at their work session on December 4, 2023, the Board of County Commissioners directed staff to pursue the 'Alternative 2' design concept, including a two-lane road and adjoining non-motorized trail surface. The project would provide completion of the levee surface from the current end of Towne Road to E. Anderson Road, thereby completing the nexus for the former through-road while adding an adjacent trail surface to connect the north levee and River's Edge levee to the south. This decision followed an extensive public outreach and comment effort, including a well-

attended public meeting that occurred at Guy Cole Center on September 26, 2023, and the receipt of correspondence (including the Tribe's first letter) through October 10, 2023.

We are very aware of public sentiment—recognizing that the "Alternative 2" design represents a compromise of seemingly competing interests of citizens who favor a non-motorized trail experience with less environmental impact and citizens who desire an efficient road surface to restore the former through-road, maintain efficient emergency response and alternative egress should the need of evacuation occur. But more to the point, we are also very mindful of the concerns you have raised with respect to adequate planning for the new facility and the potential environmental risks posed by the replacement road surface. We are hopeful the following will address your concerns.

Risks of non-point source pollution and protection of resources

As approved by the USACE in November 2022, a standard two-lane road with four-foot shoulders and guardrails was planned for the levee surface. The approved design included biofiltration swales to be located on both sides of the levee. With the benefit of one complete winter under our belt, we were able to observe the behavior of the restored floodplain and the inundation that resulted during mere moderate high-water events. Through this observation, it became apparent that the stormwater treatment facilities on the riverside of the levee would not be adequate to provide necessary treatment in a safe and consistent manner. An alternative design would be needed.

With the approval of the "Alternative 2' design, the need to maximize the available levee surface to accommodate a road and trail also became a challenge to the engineering team. Creating a 'mono-slope' consisting of a two-percent consistent grade across the levee surface enabled a design that maximized the available surface while avoiding the need for stormwater treatment on the riverside of the levee.

The team was also very concerned about treating road-generated contaminants—in particular, 6PPD-Q from tire particulates that have been shown to be toxic to coho salmon. In researching available treatment options, the use of compost amended vegetated filtration strips (CAVFS) were shown to provide the best-known treatment available in accordance with the Department of Ecology's Stormwater Management Manual for Western Washington. With the 'mono-slope' design and CAVFS facility placement along the outer base of the levee, the design was taking shape.

The placement of the CAVFS along the opposite side of the levee from the river included areas containing wetlands. This introduced another challenge of how to achieve a minimum 91% infiltration rate for adequate treatment by the CAVFS. The solution was to raise the CAVFS using a combination of two horizontal drainage filters (6" fine gravels) with a separating horizontal drainage blanket (12" course gravels). The engineered substrates were shown to facilitate 100% filtration through the CAVFS media resulting in full stormwater treatment. By providing level dispersion, there were no issues with point-source discharge.

Need for transportation and trail use data analysis

Central to your request for a three-year delay in proceeding with the project is that the time could be used to complete traffic counts and provide traffic and pedestrian use analysis of the facility and vicinity traffic. The vicinity road network has been extensively evaluated as part of the comprehensive planning effort under the Growth Management Act. In accordance with CCC 31.03.140, Transportation Policies, "...the circulation system of County roads in rural and resource land areas should be considered completed for this planning area." The Sequim-Dungeness Regional Plan was written and adopted under the assumption of the existence of Towne Road as part of the subregional road network. Since the re-establishment of Towne Road is not a "new" road, it requires no additional analysis.

Towne Road was closed under Emergency Resolution No. 5, 2022. According to the resolution, the closure was to run "between July 5, 2022 until construction activities are complete or September 30, 2023, whichever comes first." The delay beyond the original scope of the emergency resolution highlights one level of urgency for completing this project. But more importantly, the public comments widely received from area residents

included adamant support for immediate completion of the road—citing convenience of use, emergency response and alternative egress during an evacuation event. Any unnecessary delay in proceeding with the project would neglect these concerns and the constituents who hold these views plus would be contrary to the intent of the Emergency Resolution.

Lastly, a study could still be done with the completion of the road and trail as described. We are certainly open to additional improvements and design concepts for enhancing the trail to expand its recreation use as well as other opportunities presented by this unique environment. We certainly would welcome the Tribe's involvement in pursuing these alternatives in a joint effort for mutual benefit.

We thank you for your comments and concerns regarding this project as well as your partnership in expanding the scope and quality of the floodplain restoration effort. If you have any questions or would like to discuss this information, please feel free to contact us at Clerk of the Board Loni Gores at 360-417-2256 or loni.gores@clallamcountywa.gov

Sincerely,

BOARD OF CLALLAM COUNTY COMMISSIONERS

Mike French, Chair

Randy Johnson

Mark Ozias

DEPARTMENT OF COMMUNITY DEVELOPMENT

Bruce Emery, Director

DRAFT

JAMESTOWN S'KLALLAM TRIBE
1033 Old Blyn Highway, Sequim, WA 98382 360/683-1109 FAX 360/681-4643

January 30, 2024

Board of Clallam County Commissioners
223 E. 4th Street, Suite 4
Port Angeles, WA 98362

Re: Levee surface/ Towne Rd. - Dungeness Floodplain Restoration

Dear County Commissioners,

I write regarding the matter of whether Towne Rd. would be constructed atop the lower Dungeness levee. Our Tribal Council would like to reiterate our October 10, 2023 recommendation to delay your decision until neighborhood traffic and the demand/benefits analysis of recreational use are better understood with respect or restoring traffic access.

Jamestown stands ready to assist Clallam County with data gathering. Pending Clallam County's request and direction, we will purchase, install, and monitor a pedestrian counter along the levee. Prior to installing the counter, the 'no pedestrian access' signs should be removed. For context regarding potential use, the Tribe recorded nearly 1,000 daily pedestrian trail users at the Railroad Bridge Park in 2023 (annual count of 333,915). As a reminder, our Tribe remains willing to convey 5.1 acres of property to the County (known as the 'Transverse property', near the 0.41 acre already transferred) for trailhead parking and amenities. Additionally, Wendy Clark-Getzin, PE will be available to assist Clallam County retain a traffic study consultant to evaluate the neighborhood traffic and emergency response routes.

As you know, our Tribe has made a significant commitment to the project and has high interest in the ecological integrity of the Dungeness River floodplain and wetland mitigation sites. It is essential that any development is protective of our Treaty resources. Would you please forward the latest stormwater plan and detailed treatment criteria directly to Wendy Clark-Getzin, at wclark@jamestowntribe.org?

We look forward to continuing our great partnership.

Sincerely,

Loni Greninger, MPA
Vice-Chair/ Director of Culture

cc: Bruce Emery, Director of Community Development, Clallam County

JAMESTOWN S'KLALLAM TRIBE

1033 Old Blyn Highway, Sequim, WA 98382 360/683-1109 FAX 360/681-4643

October 10, 2023

Board of Clallam County Commissioners
223 E. 4th Street, Suite 4
Port Angeles, WA 98362

Re: Dungeness Floodplain Restoration

Dear County Commissioners,

On behalf of the Jamestown S'Klallam Tribe, I would like to comment on the completion of the floodplain levee as it was intended to become part of the local road network. The new levee is functioning as an outdoor classroom for drawing the public close to the river and watching restoration in progress. It's the Tribe's recommendation to leave the levee incomplete for three years as a better plan transpires. A delay in future decisions to restore the local road network would give time to examine the usage as an unofficial trail and watch the functionality of the levee through storm events without concern for the proposed 2024 road investment. After the nearby neighborhood's traffic generation has been examined for level of service, better decisions can be made with three or more years of transportation data.

Thank you for requesting global and community input for determining the future use of the new levee surface. For further information about this recommendation, please contact Hansi Hals, hhals@jamestowntribe.org or me wclark@jamestowntribe.org.

Sincerely,

Wendy Clark-Getzin, PE
Tribal Transportation Program Manager

Board of Clallam County Commissioners

223 East 4th Street, Suite 4
Port Angeles, WA 98362-3015
360.417.2233 Fax: 360.417.2493
Email: commissioners@clallamcountywa.gov

MIKE FRENCH, District 3, Chair
RANDY JOHNSON, District 2
MARK OZIAS, District 1

TODD MIELKE, County Administrator

DRAFT

April 30, 2024

Kathleen Guillozet, PhD
Senior Director for Watersheds
Bonneville Environmental Foundation
1500 Southwest 1st Ave., Suite 885
Portland, OR 27201

RE: Letter of January 29, 2024, Proposed Dungeness/Towne Rd Levee Road Project

Dear Dr. Guillozet,

Thank you for your letter of January 29, 2024. We appreciate your attention to the challenges our community and other communities face as we look ahead to the future. We are grateful for the support and funding provided by the Floodplains by Design program and other programs that understand the benefits of setting back the levee and relocating a road that bisected the floodplain. Through these actions we have reconnected the river to its floodplain and reduced flood risk while improving river processes and habitat. The project has received awards from the American Society of Engineers, the American Council of Engineering Consultants, and is a featured project in the US Army Corps of Engineers third edition of its atlas, *Engineering with Nature* (to be published in May 2024).

The road is a component of our regional road network and as such is best positioned on the levee well away from the river. This section of the road is 0.78 miles in length. The project was reviewed during an exhaustive public outreach effort in 2015. As envisioned by the community, the County, and its partners, the project was funded, designed, engineered, permitted, and built for this segment of the road to be relocated atop the setback levee. An extensive public outreach effort was again conducted in 2023, with the conclusion of that process reiterating community support for the reestablishment of Towne Road along with the proposed pedestrian trail, atop the setback levee.

6 PPD-q

We are aware of the issues surrounding 6PPD-Q and wish to prevent it and other road-related materials from entering the receiving waters. To that end we have moved all stormwater treatment from the river side of the levee to the landward side of the levee. We will treat any runoff with elevated compost amended vegetated filter strips (CAVFS), consistent with Ecology's 2019 *Stormwater Management Manual for Western Washington* (publication number 19-10-021) https://apps.ecology.wa.gov/publications/documents/1910021.pdf ; Stormwater Treatment of Tire Contaminants – Best Management Practices (June 2022) https://fortress.wa.gov/ecy/ezshare/wq/Permits/Flare/2019SWMMWW/Content/Resources/DocsForDownload/2

022_SWTreatmentOfTireContaminants-BMPEffectiveness.pdf; and *6PPD in Road Runoff: Assessment and Mitigation Strategies* (publication number 22-03-020) https://apps.ecology.wa.gov/publications/documents/2203020.pdf. Additional treatment provided by the levee side slopes is not included in the design.

Recreation

We are proud of our residents' active lifestyles and the opportunities offered in our area to enjoy the outdoors. Specifically, the Comprehensive Plan sets forth numerous policies for the creation of additional non-motorized trail segments with specific emphasis on access to other recreational opportunities, such shorelines including the Dungeness River (CCC 31.03.130(1), 31.03.140(4)(a), 31.03.190(1), 31.03.195(2)&(3), 31.03.260(1), and 31.03.465(4)). Our design for this 0.78 mile segment of road includes an elevated pedestrian walkway on the river side of the levee that will connect nonmotorized levee segments to the northwest and south of this segment, while maintaining the historic through-road access—consistent with the policies of the Comprehensive Plan.

Risks from storm events and king tides

Due to its abundance of marine and riverine shoreline, the North Olympic Peninsula is uniquely vulnerable to climate change. Storm events and king tides pose a risk, which is why the levee is designed to accommodate high levels of water and why the road is relocated to a safer location atop the levee. Comments received from emergency responders have indicated strong support for the retention of Towne Road for emergency response as well as alternative egress route in the case of natural disaster.

Cost increases

Cost increases are indeed a concern in this project. We appreciate and share your views on this issue. The levee is designed, engineered, and built for inundation of the floodplain and has passed inspection with the US Army Corps of Engineers, which annually conducts inspections of the levees which it has authorized. The redesign of the proposed road and trail surface include strategies to integrate best management practices for stormwater treatment and attenuation and with reduced reliance on infrastructure. The result has placed the current design on budget and within available resources.

We thank you for your comments and concerns regarding this project. If you have any questions or would like to discuss our response, please feel free to contact the Clerk of the Board Loni Gores at 360-417-2256 or loni.gores@clallamcountywa.gov

Sincerely,

BOARD OF CLALLAM COUNTY COMMISSIONERS

Mike French, Chair | Randy Johnson | Mark Ozias

DEPARTMENT OF COMMUNITY DEVELOPMENT

Bruce Emery, Director

DRAFT

Floodplains by Design
REDUCING RISK, RESTORING RIVERS

January 29, 2024

223 E 4th Street
Suite 4
Port Angeles, WA 98362

RE: Proposed Dungeness/Towne Rd Levee Road Project - Paving of Levee Located Within New Floodplain Restoration Project

Dear Clallam County Board of Commissioners,

I respectfully submit this letter on behalf of the Bonneville Environmental Foundation, who serves as the non-governmental organization partner in the Floodplains by Design program. In this role, we work to support broad efforts to increase resilience to floods while also supporting salmon recovery, agricultural resilience, recreation, and smart growth. We do not speak on behalf of any state agency, but rather work to respond to and support communities such as yours who are implementing large-scale integrated floodplain management projects. In this capacity I write to bring information to your attention and offer our support to you and community partners in determining the most effective next steps regarding the Lower Dungeness Floodplain Restoration Project.

I would also like to share concerns regarding the proximity of the proposed paving to a newly completed floodplain restoration project, and the road location on a levee. This levee setback project received approximately $10 million in grant funding from the Department of Ecology alone, reflecting the strong vision of the County and partners. Now more than ever, communities need the right infrastructure, designed in the right way, and set in the right place. While it can be tempting to move projects ahead with expedience, we have learned that process matters, and can lead to lasting positive solutions that are broadly supported by communities. I offer the following notes for your consideration:

Road Infrastructure: Studies show that road infrastructure plays a significant role in climate change impacts, loss of natural habitat, loss of habitat connectivity and impacts to people and wildlife. Because of limited knowledge years ago, road infrastructure was often placed in floodplains, along shorelines and rivers without an understanding of the negative environmental ramifications and risks to safety and infrastructure. We consider these to be legacy impacts. New environmental knowledge, climate change impacts and updated science should play a role in informing where roads are best located, rather than replacing what went before.

Flooding is the costliest natural disaster in the state of Washington and across the country. Removing infrastructure from harm's way and not placing it there moving forward is a sensible and proactive means of reducing flood risk and protecting communities for the long term.

While context matters, placing road infrastructure on top of levees can lead to hazardous conditions. The pressure, vibrations, and tread marks from vehicles can cause additional stress on an already saturated levee located within a wetland and can lead to necessary closure of level roads during flooding.

6 PPD-Q: In November 2023, EPA granted a petition from three Tribes in recognition of contaminants in tires containing 6 PPD-Q which kills coho salmon and harms aquatic ecosystems. As we look to scenarios of more frequent and severe flooding events consideration of road construction and placement becomes even more important.

Recreation: We understand from local reports that the levee receives significant use by walkers, runners, bikers, birders, and other outdoor visitors. This use occurs despite the County's signs prohibiting pedestrian access. People are thirsty for opportunities to passively recreate outdoors. The nearby (5 miles away Olympic Discovery Trail at the Dungeness River Nature Center, for example, received 333,915 pedestrian visits (915 per day on average in 2023). The Dungeness River levee, bordering a major riverine restoration project, creates an ideal opportunity for outdoor recreation and education. Before the County paves the levee and forever diminishes the recreational experience, we recommend that the County gage public use by removing the "no pedestrian access" signs, provide rudimentary facilities (porta potties and dog stations), and install and monitor pedestrian counters for a period of at least one year.

Risks from storm events and king tides: The volume of water in major flood events is expected to increase by 20-70% this century. By 2050, high tide flooding on a national scale is expected to be between about 45 - 70 days/year on average. Studies from UW's Washington Sea Grant program that have emerged as recently as December 2023 indicate that risks from king tides hold potential that is far greater than previously thought to damage or destroy homes, farms and infrastructure across Puget Sound. Infrastructure placed within such areas can become hazards themselves, as they can present a false sense of security, burden public works during times of emergency, or dislodge and become a risk to life and property.

Cost increases: The Floodplains by Design team has been tracking construction cost increases that have occurred since 2019 in response to input from regional grantees that budgets were falling short at alarming rates. The region has seen price increases for materials including steel, lumber, cement, and asphalt anywhere from 50-400% between 2019-2022. Budget shortfalls are becoming the norm and can be disruptive to communities managing multiple urgent priorities.

The County may also want to consider additional costs it may incur from updated hydraulic modeling and Quality Assurance Project Plans (QAPPs) that could be required prior to construction because the water is now at the toe of the levee, which was not anticipated during earlier modeling.

Our team recognizes and is humbled by the challenges that communities like yours face and we would be pleased to meet with you to discuss ways that we or other local groups could support collaborative planning to identify pragmatic and feasible approaches to increasing safety for local residents and public works personnel while also honoring the significant

[illegible]
1500 southwest 1st ave., ste 885 | 503.248.1905
portland, oregon 97201 | www.bieri.org

investments that have been made to restore the places and habitats needed by salmon in places that people love and treasure.

We have relationships with local and regional scientists and planning professionals who could provide information and would be able to support conversations to yield durable outcomes for the public, nature, and future generations of Clallam County residents.

As a next step we would be keen to meet on site together with you. BEF could also coordinate with agency experts who provide technical assistance, including members of Ecology's Water Quality and Flood Units. Please feel free to reach out to me at kguillozet@b-e-f.org or by phone at 971-678-2605.

Sincerely,

Kathleen Guillozet

Kathleen Guillozet, PhD
Senior Director for Watersheds

Cc; Mr. Bruce Emery, Director of Community Development

[illegible] Environmental Foundation
[illegible] Southwest 1st Ave Ste 1[illegible]
Portland, Oregon 9720[illegible]
503 248 1905
www.b-e-f.org

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AGENDA ITEM SUMMARY

APR 2 9 2024

(Must be submitted NLT 3PM Wednesday for next week agenda)

Department: BOCC

WORK SESSION ☒ **Meeting Date: 4-29-24**

REGULAR AGENDA ☐ **Meeting Date:**

Required originals approved and attached? ☐
Will be provided on:

Item summary:

☐ Call for Hearing
☐ Contract/Agreement/MOU - Contract #
☐ Resolution
☐ Proclamation
☐ Budget Item
☐ Draft Ordinance
☐ Final Ordinance
☒ Other – Discussion and next steps

Executive summary:
The Department of Natural Resources DNR reached out to inform the Board of Commissioners BOCC that the review of Trust Land Transfer applications for the 2025-2027 biennium that includes State Forest Lands is now open.
DNR received one application in Clallam County that includes State Forest Lands – a request from the City of Port Angeles to transfer 3,082 acres of DNR-managed trust lands in the Elwha River watershed to the city to manage for conservation. Of those lands, 1,877 acres are managed to support Clallam County and junior taxing districts, primarily through the sustainable harvest of timber.
DNR will be accepting comments regarding all of the Trust Land Transfer proposals through May 15.
BOCC will hold a discussion on next steps in providing a comment and forwarding this to the Revenue Advisory Committee for discussion.

Budgetary impact: (Is there a monetary impact? If so, are funds for this already allocated or is a budget change necessary? If this is a contract and a budget change is necessary, the budget change form must be submitted with the item at work session and for the regular agenda) **If a budget action is required, has it been submitted and a copy attached?** ☐
None.

Recommended action: (Does the Board need to act? If so, what is the department's recommendation?)
Discussion and next steps on providing comment and forwarding the Revenue Advisory Committee.

County Official signature & print name: Loni Gores Loni Gores, Clerk

Name of Employee/Stakeholder attending meeting: Board of Commissioners

Date submitted: 4-24-24

* Work Session Meeting - Submit 1 single sided/not stapled copy
** Regular Meeting – Submit 1 single sided/not stapled copy and originals (1 or 3 copies)

Questions? Call Loni Gores, Clerk of the Board, ext 2256

DEPARTMENT OF NATURAL RESOURCES

COMMISSIONER OF PUBLIC LANDS OFFICE
1111 WASHINGTON ST SE
MS 47001
OLYMPIA, WA 98504-7001

360-902-1000
WWW.DNR.WA.GOV

April 23, 2024

Clallam County Commissioners
223 E 4th Street, Suite 4
Port Angeles, WA 98362

Dear Clallam County Commissioners,
We are reaching out to you to inform you that the opportunity for county review of Trust Land Transfer applications for the 2025-27 biennium that include State Forest Lands (lands that support your county government) is now open.

DNR received one application in Clallam County that includes State Forest Lands – a request from the City of Port Angeles to transfer 3,082 acres of DNR-managed trust lands in the Elwha River watershed to the city to manage for conservation. Of those lands, 1,877 acres are managed to support Clallam County and junior taxing districts, primarily through the sustainable harvest of timber.

Given your request in December 2023 to create a collaborative relationship between our agency and county officials, we want to ensure that you have an opportunity to provide feedback regarding the City of Port Angeles' Trust Land Transfer application, which is attached.

The parcels included in the City's application have generated significant revenue for trust beneficiaries and continue to produce regular revenue for beneficiaries, while also protecting and growing habitat for the marbled murrelet, Northern spotted owl, and Taylor's checkerspot butterfly under DNR's State Uplands Habitat Conservation Plan. Future timber sales remain planned inside the boundaries of the proposed Trust Land Transfer indicate an ongoing potential for these lands to generate revenue for both present and future generations.

These are prime forestlands, zoned for forestry, blocked up with other DNR-managed lands, facing limited development pressures, and close to milling infrastructure. These parcels are not economically underperforming and their transfer may compromise the management of other trust parcels that benefit Clallam County and junior taxing districts west of Port Angeles.

DNR will be accepting comment regarding all of the Trust Land Transfer proposals through May 15, and emails can be sent to dnrtltprogram@dnr.wa.gov.

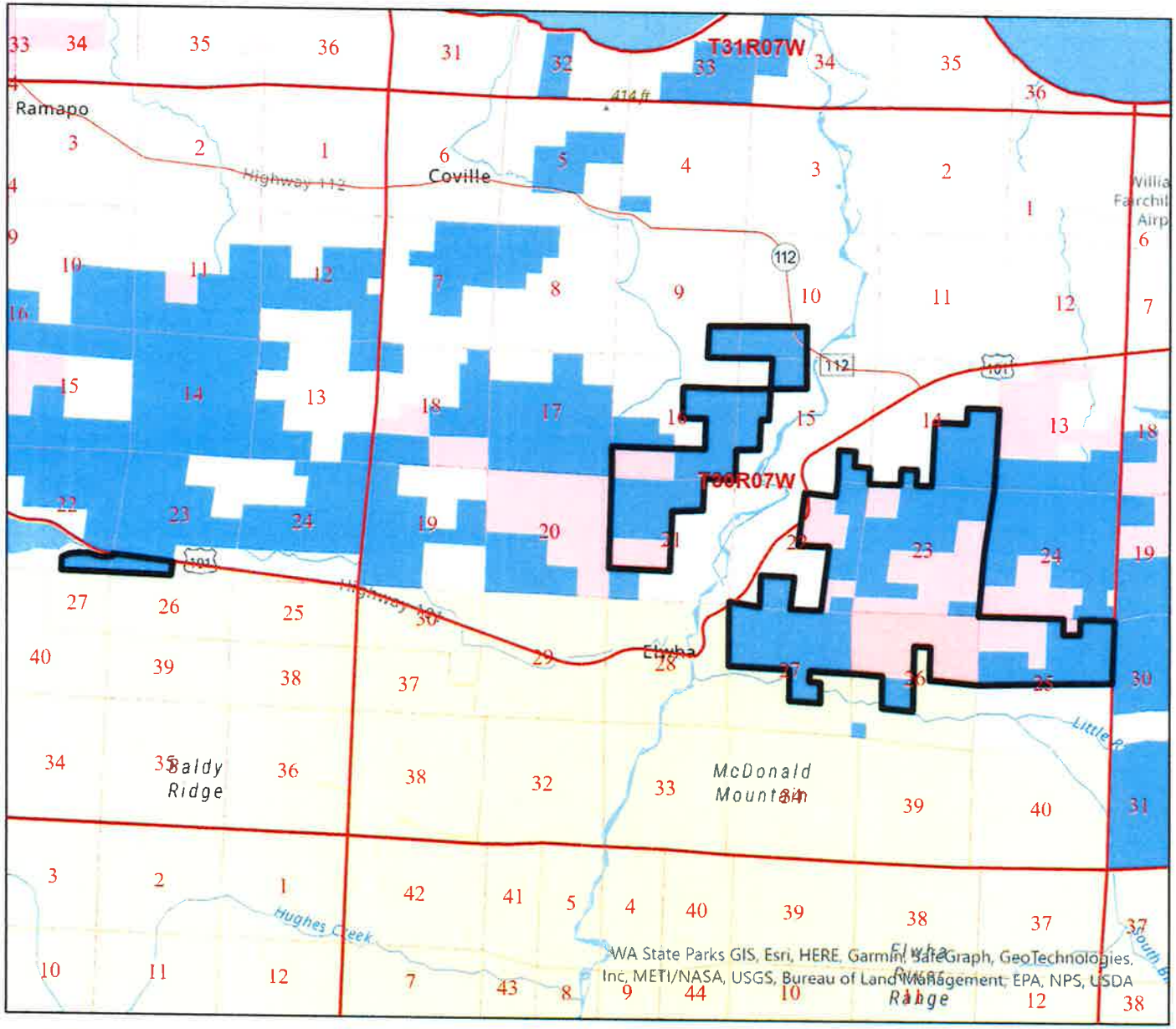
For more information on the Trust Land Transfer process, please click here. If you have any further questions, please reach out to Program Manager Kenny Ocker at kenny.ocker@dnr.wa.gov or 360-810-1217 and he will be happy to assist you.

Sincerely,

Todd Welker

Todd Welker
Deputy Supervisor, State Uplands

Port Angeles - Elwha Clallam County Trust Ownership Map



Legend

- Survey - Section Lines
- Public Land Survey Townships

DNR Managed Surface Lands by Surface Trust

- Common School (3)
- State Forest Transfer (1)
- Other DNR-Managed Lands
- State Outline
- County Boundaries

Survey - Section Lines

Highway Shields

ROADSYM

112 112

Highways

- U.S.
- State

Survey - Section Lines

Highway Shields

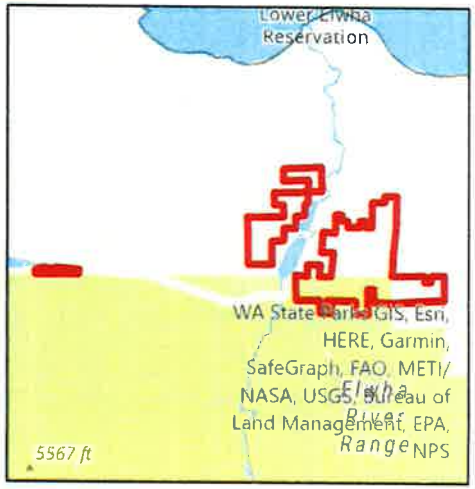
ROADSYM

112 112

Highways

- U.S.
- State

- Elwha



WASHINGTON STATE DEPT OF NATURAL RESOURCES

N

0 0.350.7 1.4 2.1 2.8 Miles

Disclaimer: Extreme care was used during the compilation of this map to ensure accuracy. However, due to changes in ownership and the need to rely on outside information, the Department of Natural Resources cannot accept responsibility for errors or omissions and, therefore, there are no warranties which accompany this material.

Washington State Department of Natural Resources (DNR)

Trust Land Transfer Program Parcel Application Cover Sheet

Date: 9/29/2023

Name of parcel: Elwha Watershed Protection Project

County/counties in which parcel is located: Clallam

Contact Information

Provide contact information as indicated below. All fields are required unless indicated otherwise.

A receiving agency also can serve as an applicant, in which case the receiving agency primary contact name and applicant name would be the same. The primary contact at the receiving agency does not need to be the same person who signs the receiving agency's letter of intent.

➢ Applicant

Name: Nathan A. West

Professional affiliation (if any): City of Port Angeles

Job title (if any): City Manager

Mailing address*: 321 E Fifth Street Port Angeles, WA 98362

Best phone number to reach you: 3604174500

Email address: nwest@cityofpa.us

*Optional

➢ Receiving Agency

Name of receiving agency: City of Port Angeles

Mailing address: 321 E Fifth Street Port Angeles, WA 98362

Primary contact name: Nathan West

Job title: City Manager

Primary contact phone number: 3604174500

Primary contact email address: nwest@cityofpa.us

Washington State Department of Natural Resources

Trust Land Transfer Program Parcel Application

Fill out this application to nominate a parcel of state trust lands for the Trust Land Transfer (TLT) Program. All fields are required. Submit the following attachments with your application:

- A map of the proposed parcel. Include section boundary lines for geographic reference so DNR can map the parcel in its GIS data system.
- A letter of intent from the receiving agency to accept and manage the parcel (required). The letter must be signed by someone at the receiving agency who has the authority to accept the transferred parcel.
- Letters of support from the community, receiving agency, advocacy groups, neighborhood associations, or others. Letters of support are optional but strongly recommended. If you need more time to obtain letters of support, you may submit them separately from your application. Letters should be sent to dnrtltprogram@dnr.wa.gov no later than April 1, 2024.

Submit this application, including the cover sheet and requested attachments, to dnrtltprogram@dnr.wa.gov by 5pm on September 30, 2023. Make sure the application is signed by both the applicant and the primary contact at the receiving agency. The primary contact does not have to be the same person who signs the receiving agency letter of intent.

Please do not send attachments that are not specifically requested in this application, such as fact sheets, press releases, or other materials. These additional attachments will not be reviewed or provided to the advisory committee for use in scoring. Also, do not send photos. If your parcel is considered eligible for the TLT program, you will be asked to give a presentation to the advisory committee; photos can be included in your presentation.

For more information on the TLT program and instructions for filling out this application, visit www.dnr.wa.gov/managed-lands/land-transactions/trust-land-transfer.

Part A: Parcel, Applicant, and Receiving Agency Names

Date: 9/29/2023

Name of parcel: Elwha Watershed Protection Project

Applicant name: Nathan A. West

Name of receiving agency: City of Port Angeles

Name of primary contact at receiving agency: Nathan West

Part B: Parcel Information

Parcel Location and Zoning

If the entire parcel is in one county, fill out the top three lines only. If the parcel crosses county boundaries, provide information for the portion of the parcel that is located in each county.

County in which parcel is located: Clallam

Township, range, and section: See Attachment A

Current zoning: RCC3 and RCC5

County in which parcel is located:

Township, range, and section:

Current zoning:

County in which parcel is located:

Township, range, and section:

Current zoning:

Total, estimated number of acres in proposed parcel: 3089

Does this parcel include State Forestlands? ☑ Yes ☐ No

If yes, approximately how many acres of State Forestlands does this parcel include?

Parcels that are worth $15 million or more, or have 4,500 or more total acres require a pre-nomination meeting with DNR and the receiving agency before July 1, 2023.

If your parcel meets this criteria, indicate the date on which the meeting occurred:

DNR strongly recommends a pre-nomination meeting with DNR and the receiving agency for parcels that include 1,000 acres or more of State Forestlands, regardless of the parcel's total size or value. The meeting should take place before July 1, 2023.

If your parcel meets this criteria, did you attend a pre-nomination meeting? ☐ Yes ☑ No

Date on which the meeting occurred: N/A

Parcel Description

Describe the topography. For example, is the parcel flat, hilly, or mountainous?

Terrain in the Elwha watershed can best be described as hilly. Elevations in the parcels range from sea level to just under 800 feet. The relatively subtle variations in topography reflect the geologic history of the watershed, with uplift of the Olympic mountains later smoothed and shaped by glaciers and the constant, eroding processes of the Elwha River and its tributaries, Indian Creek and Little River.

What is the dominate vegetation type (for example, forested, grassland, shrub-steppe)? If forested, is the entire parcel forested or does the parcel have a mix of forest and open areas?

The dominant vegetation type in the Elwha watershed are dry Douglas-fir dominated forests which are unique to the rainshadow climate found only on this part of the North Olympic Peninsula. Within this dry climate zone, the forests respond to micro-climates and variations in topography. Mesic sites with higher soil moisture or fog can feature a high cover of western red cedar with associated moist site indicator understories of sword fern and salmonberry. Drier sites host madrone, ocean spray and baldhip rose. Elwha watershed uniquely features balds hosting less common meadow species.

Are there barns, boat launches, public restrooms, or other facilities on the parcel? If yes, describe. If the parcel has been leased for agriculture or other uses, describe any improvements the leaseholder has made, if known.

These parcels feature public trails including the Olympic Adventure Route of the Olympic Discovery Trail. Numerous other important community trails are located on these properties. There are no other noteworthy facilities on these parcels.

Describe any unique physical features of the parcel, such as local landmarks or water bodies.

The most unique feature of the parcels is the floodplain of the Elwha River, and its important tributaries Little River and Indian Creek. The parcels are adjacent to or include parts of these waterbodies and associated floodplains.

Due to the history of forest management, the parcels include a mix of forest stand ages and conditions, ranging from 100+ year old naturally regenerated forests with complex canopy structure, to very recent clearcuts.

Part C: Prioritization Criteria

In the following section, address four of the five prioritization criteria that the advisory committee will use to prioritize the parcels for transfer[1]. Answer all questions succinctly. Refer to the prioritization criteria summary for information on how each criterion is scored.

This application does not include Criterion Five, tribal support. DNR and the receiving agency together will conduct tribal outreach and provide a summary of comments received to the advisory committee in a separate document.

DNR records and files are subject to the Public Records Act (RCW 52.46). In addition, DNR will post applications for eligible parcels on its website. Do not include any confidential or sensitive information in your application that cannot be made public. For example, do not provide specific location information for rare or unique plants or specific descriptions and location information for archaeological sites, artifacts, or other sensitive cultural resources.

To protect personal contact information such as email addresses and phone numbers, the cover sheet on this application will be removed before the application is posted.

➢ *Criteria One: Community Involvement and Support*

This criterion gauges the level of community involvement and support for transfer of the proposed parcel. This criterion does not address tribal support. As noted above, tribal support is assessed through a separate process.

When scoring your parcel for this criterion, the advisory committee will consider letters of support from local citizens, local organizations, local elected officials, interest groups, volunteers, public agencies, and others, in addition to the information in your application. These letters are optional but encouraged. You may provide these letters to DNR with your application, or send them to DNR separately from your application package by April 1, 2024.

1 Some deed restrictions will be placed upon the parcel when it is transferred. Restrictions may include mineral reservations (RCW 79.11.210), ability to purchase road access (RCW 79.36.370), specific easement reservations to protect remaining state trust lands, and/or restrictions on future, permitted uses of the property for the grantee (receiving agency) and their successors (in the event the parcel is conveyed to a new owner, or the receiving agency changes their name). Use restrictions will be based on the specific legislation that authorizes and funds the transfer. DNR also may consider a DNR proprietary use and management restriction on the parcel associated with DNR's *State Trust Lands Habitat Conservation Plan* (HCP). DNR will consult the intended TLT recipient on any proposed, proprietary HCP encumbrance language prior to the transfer.

Has the community been provided an opportunity to learn about the proposed transfer and share their thoughts? If yes, describe efforts made to engage with the community.

Yes. Community awareness and concerns about logging in the Elwha River Watershed date back to the "Aldwell" timber sale. The community has expressed significant concerns about logging on state land in the Elwha River Watershed and has supported the proposed transfer of the land as a solution. Local residents active with the Elwha Legacy Forests coalition held two educational forums at the Port Angeles library. Hundreds of flyers and informational materials have been distributed in public places, including farmers markets and the County fair. The Board of Clallam County Commissioners held a work session discussing revitalization of the trust land transfer program, and in that forum numerous community members have expressed their support for trust land transfer as a revenue replacement option to protect lands in the Elwha River Watershed. On September 19, 2023, the Port Angeles City Council discussed the proposed transfer and voted unanimously to direct the City to submit this application pertaining to lands in the Elwha River Watershed.

Describe the level of involvement and support from the community for the transfer, including local citizens, local organizations, local elected officials, interest groups, volunteers, public agencies, and others.

The City of Port Angeles has received a substantial number of complaints and concerns regarding the protection of these State forest lands. No less than 228 emails have been received by Council and staff. City Council has taken action on multiple occasions to protect and support the integrity of the Elwha Watershed. These actions have included proclamations, letters, direction to staff and support of local organizations working towards the same results. City Council has held Open Public Meetings where discussion of protecting these portions of our watershed have been included. Those meetings took place on October 18, 2022, September 20, 2022, April 4, 2023, May 16, 2023, September 5, 2023 and September 15, 2023. City representatives have attended multiple Board of Natural Resource meetings, and County Commission meetings providing testimony on the protection of these watershed lands.

A broad group of residents, organizations and state and local lawmakers have voiced their support for protecting forests in the Elwha River Watershed. Nearly 2,500 people have sent letters seeking cancellation of the Power Plant timber sale.

Explain any known opposition to the transfer and any efforts to mitigate or address this opposition. Provide an explanation of why the transfer should move forward despite any community opposition.

There is no known opposition to the transfer. Emails directed to City Council have been for the protection of this forestland and watershed rather than against. Of the 228 emails referenced in the above question only one was in opposition to the Council's position. While some concerns may arise from junior taxing districts, most of those districts depend on the long term protection of the Elwha River water supply for their viability.

Describe any outreach efforts specifically to overburdened communities, underserved populations, or vulnerable populations, and summarize any feedback received from these groups.

The City of Port Angeles is largely made up of a population that can be classified within Federal guidelines as one that is an overburdened community that is also underserved and vulnerable population as this community is heavily reliant on our tourism industry as a major economic driver. The tourism sector of the community economic survivability is largely dependent on the responsible use of an ever vulnerable reliable water supply.
Specific outreach activities have centered around the discussions at City Council meeting forums and discussions, local housing community events and at forums for residents and staff to discuss water concerns such as at the County Fair.
The community is well aware of the vulnerability of the city only having but a single source of drinking water through the Elwha River and our need to continually protect that precious resource especially in these times of post Elwha River Dam Removal. Additional reminders of the importance to protect the Elwha River watershed flows and the precarious conditions present with a single source of life sustaining water on our residents especially given the annual water conservation emergency directives that they receive when the flows of the Elwha River reach perilous levels during mid to late summer into the fall months of the year.

➢ *Criteria Two: Ecological Values*

Ecological values are the water, minerals, biota, and other factors that make up natural ecosystems and support native life forms. Examples of high ecological values include but are not limited to the following:

- Habitat for fish and wildlife species, including federal or state endangered, threatened, or sensitive species; and/or wide-ranging migratory species, especially winter range for these species.
- Opportunities to create larger blocks of high-quality habitat.

- Federal or state endangered, threatened, or sensitive plant species.
- Forests that meet the definition of old growth in DNR's *Policy for Sustainable Forests.*
- Other ecological traits that make this parcel significant on a global, regional, state, ecosystem, or watershed level.

Describe the specific ecological values of the proposed transfer. Include the ecological and biological quality of wildlife habitat and the habitat's role in supporting these species. If discussing endangered, threatened, or sensitive plant species, do not provide specific location information.

Forested parcels in the Elwha Watershed offer very high quality habitat due to the mix of forest age classes and forest types found within it, in particular the structurally complex older forest, with large diameter Douglas -fir and western red cedar trees. This whole area occurs within the rainshadow of the Olympic Mountains, resulting in unique forests which have adapted to the relatively dry climate conditions and occur only in this limited geographic area. The parcels offer high quality habitat for a broad mix of species, from amphibians to passerine birds. Importantly, these forests are contiguous with documented habitat for the endangered marbled murrelet. The forests in the Elwha Watershed, and especially these parcels adjacent to the Elwha River, play an important part in restoration of the watershed where over $360 million dollars has been spent to restore native fish populations including federally listed Bull Trout and Chinook. Intact forest structure is an essential component of a hydrologic cycle beneficial to fish retain and cool surface water,reduce sediment delivery to the Elwha and guard against low flows in the summer..
Older forests such as those included in these parcels provide the additional important ecological benefit of storing and sequestering atmospheric carbon. Maintaining intact forests as well as reducing road construction associated with logging prevents the carbon loss to the atmosphere from the logging, and maintains the impressive carbon capturing power older forests provide.

Lastly, these forests enhance the climate resilience to climate stressors, and reducing the risks of blowdown, wildlife, landslides and flooding.

Describe the proximity of this parcel to other conserved areas (public, private, or tribal). Will this transfer create larger blocks of quality habitat?

These parcels are adjacent to the Elwha Project Lands, areas conserved as part of the Elwha dam removal project. They link to the Olympic National Park, thus increasing the connectivity between less disturbed forest tracts south to north along the Elwha and creating and enhancing blocks of larger quality habitat used by many species including elk, deer, cougars and bears.

These parcels are in close proximity to the Lower Elwha Klallam Tribe Creation site a location that is highly important to the Tribe's culture and history.

Describe the stewardship or management practices of the receiving agency to perpetuate the ecological values of the parcel. For example, does the agency have the ability to manage, monitor, and protect these values once the parcel is transferred? How would the parcel fit within long-term management plans?

The City of Port Angeles is a full-service city providing residents with a staff who routinely professionally practice in the areas of land management stewardship, Civil and Environmental Engineering and one with a fully staffed fulltime employee Fire Department. The City is well positioned to protect the ecological values of this parcel as a protective armor watershed especially given that it is a key sustainability component for the viability of our community. Protection of the Elwha River watershed is a major component of our Water Management Plan and is embraced in the mission and values expressed in our Climate Resiliency Plan. Management of this parcel is in the long term interest of the city and as such will be an important component of our long-term management plan.

➢ Criteria Three: Economic Values

This criterion addresses the potential positive or negative economic impact of the proposed transfer on local economic industries and the extent of those impacts. Examples of economic industries include but are not limited to the following:

- Local recreation
- Local tourism
- Forest products
- Non-forest products
- Local public services
- Shellfish
- Agriculture

In your answer, do not address the impacts to local industries of ceasing DNR's trust management activities on the parcel, now or in the future. Examples of these activities include timber harvest or leases for agriculture, grazing, or other uses. If a parcel is being nominated for this program, chances are that few, if any, of these activities are occurring on the parcel now, and the potential for these activities occurring in the future is low. DNR assesses this potential in detail when it conducts the "best interests of the trusts" analysis.

Instead, address the potential economic implications (positive or negative) of the parcel becoming a park, open space, nature preserve, or similar designation. For example, will the transfer:

- Attract more visitors to the area, who will spend money with local businesses?
- Provide additional protection of water resources, which will protect a local fish or shellfish industry?
- Affect agriculture, timber harvest, grazing, or other revenue-generating activities currently occurring on adjacent or nearby private properties?

- Affect future development plans for the local area?
- Affect the delivery of public services, such as a water pipeline, transmission line, or other infrastructure?

Describe the positive economic values of this transfer.

The City of Port Angeles has 13 large employers that produce in excess of 100 jobs each. All of these employers rely heavily on a consistent and dependable water supply. For most, their business model would not succeed without potable and industrial water. Therefore our jobs and local businesses that depend on the Elwha water supply are critical to maintaining our limited economic base. Port Angeles is also the economic center of the Olympic Peninsula with well over 400 businesses that rely on adequate fire flow via City services and the Elwha River. By protecting all of the subject parcels and ultimately the watershed the jobs of hundreds of businesses will be retained. Port Angeles sees over 3 million tourists annually and our tourism sector is a major driver in the local economy. The subject parcels host critical segements of the Olympic Discover Trail Adventure system which host numerous events annually. These events generate overnight stays and service industry activity that sustains the area economy. Protecting these properties helps maintain the environmental quality that enables the Olympic Peninsula to be a tourist destination. For visitors and locals the parcels maintain accessible cover of salal, ferns, mosses and berries harvested for sale for flower arrangement and holiday decorations. The parcels identified have limited economic viability from irregular timber harvest due to encumbrances and the need to protect their many unique environmental characteristics.

Describe the negative economic values of this transfer, and any potential strategies for mitigating those impacts.

There may be some short-term timber revenue loss to junior taxing districts and temporary or short-term loss of jobs. Strategies for the transfer will include working with local taxing districts and state legislators to mitigate impacts until replaced timer lands are acquired.

➢ Criteria Four: Public Benefits

A public benefit is something that has a positive effect on the general public or one or more groups of people. Examples of public benefits include but are not limited to the following:

- Park, open space, nature preserve, or similar designation
- Opportunities for resource-based recreation that are scarce or unavailable in the local area
- ADA-accessible recreation opportunities
- Distinctive scenic or aesthetic features
- Documented archeological, non-tribal cultural, or historically significant sites (Indicate if these features are present but do not describe them or indicate where on the parcel they are located)
- Scientific research opportunities and outdoor education opportunities

Describe the current public benefits provided by the parcel. Including any existing recreational uses.

The public benefits provided by these parcels include recreational and ecosystem services.
Access to conserved lands, trails, and parks is crucial to quality of life. Research shows that conservation and open spaces promote our well-being and improves both both physical and mental health. Recreational use of this parcel includes birding, hiking, walking, trail running, mountain biking, gravel biking, climbing, horseback riding, trail and trials motorcycle use. These activities occur not only on or near the Olympic Adventure Route, but also through networks of informal trails spread throughout the parcels.
We do not have any adequate mechanism to economically calculate the many and valuable public benefits provided by the ecosystem services these parcels provide. Mature forest canopy and associated soils improve water quality by capturing precipitation, filtering surface pollutants, and slowing runoff, tehrefore keeping surface water cool and maintaining in-stream summer flows. Further, forests remove air pollutants that endanger human health and damage structures.
These mature forests provide the public benefit of mitigating the effects of climate change.
Public benefit related to City of Port Angeles water supply.

Describe the public benefits that would result from the transfer. For example, transferring this parcel could expand existing public recreational access to the parcel, or provide new access.

The main public benefit is to further bolster the security of the City and County water supply. Short-term job loss associated with a decrease in logging activities in the transferred parcels, is mitigated by the local economic benefits of a more secure water supply, enhanced recreation and tourism, and increased job opportunities in ecological forest management. The transfer also will further opportunities that promote non-timber forest practices such as: harvesting berries, salal etc. The City would further highlight the high value of ecosystem services already identified in the DNR report entitled Trust Lands Performance Assessment Project: Charting a Course for the Future (https://www.dnr.wa.gov/publications/em_tlpa_lege_report_complete.pdf). This report illustrates an annual value of ecosystem services in the amount of $990 million and the social cost of carbon of forested areas as $16.56 billion.

Identify the communities that would be served by the parcel, including any overburdened community, underserved population, or vulnerable population that might receive direct public benefits from this transfer.

The City of Port Angeles, Clallam County residents will be directly served by the protection of these parcels. The City transmits water to the Clallam Public Utility District beyond City boundaries serving over 30% of the County's population. Dry Creek Water and the Lower Elwha Klallam Tribe also rely heavily on the Elwha River for water. Port Angeles has long been an economically disadvantaged community with income levels far below the State average. Our local underserved populations will continue to benefit from the non-forest timber products accessible throughout these parcels.

Describe how the proximity of the proposed transfer to these communities may increase the benefits you describe.

Local access to recreational opportunities and non-forest timber products will be retained. The proximity to Port Angeles and other underserved communities enables easy access for local needs.

Cite any publicly reviewed or adopted plans that support the need for the public benefits identified. Provide a link to these plans if available.

https://www.cityofpa.us/DocumentCenter/View/5994/Water-System-Plan-2018?bidId= Water System Management Plan

https://www.cityofpa.us/DocumentCenter/View/11771/2022-Climate-Resiliency-Plan---Final Climate Resiliency Plan

https://www.cityofpa.us/937/Comprehensive-Plan

Part D: Receiving Agency

How will the receiving agency manage this parcel? Will the parcel be managed as a park, open space, nature preserve, or similar designation? Include information on how you will preserve the parcel's ecological values and public benefits. If the parcel is forested, describe plans (if any) to maintain or improve forest health and reduce wildfire risk.

The City of Port Angeles will manage these parcels as open space. Recreational access will be maintained. Where needed to to improve forest health and reduce wildfire risk, the City may elect to develop forest management plans under which ecological forest methods including selective forest thinning might be applied.

Is there a comprehensive or landscape management plan that would apply to this parcel once it is transferred? If yes, include a hyperlink to the plan, if available.

See plans mentioned above most specifically the Water Systems Management Plan and Climate Resiliency Plans. Additional plans will be developed as necessary upon transfer.

https://www.cityofpa.us/DocumentCenter/View/5994/Water-System-Plan-2018?bidId= Water System Management Plan

https://www.cityofpa.us/DocumentCenter/View/11771/2022-Climate-Resiliency-Plan---Final Climate Resiliency Plan

Has the acquisition of this parcel been identified in planning documents as a priority? If yes, briefly explain why.

The acquisitions of these specific parcels have not been called out in planning documents, however, the motives for the transfer are incorporated throughout City policy documents with the message being protect the City's water supply. As noted in prior responses multiple Council actions have also recently been taken which effectively act as City policy. Most notable is the City Council action at the September 19th meeting where Council considered and approved the TLT approach and authorized the submission of the application.

How will the receiving agency fund the management of this parcel?

The City of Port Angeles works with numerous non-profit partners that assist with maintaining public properties and facilities. The City also has over 250 employees. Protection of the Elwha River watershed is a key component of our Water Management Plan and is embraced in the mission and values expressed in our Climate Resiliency Plan. Management of this parcel is in the long term interest of the city and as such will be an important component of our long-term management plan.

Part E: Summary Statement

In 300 words or fewer, summarize why you think this parcel is a good candidate for the TLT program.

The parcels identified are critical contributors to the Elwha River water supply and therefore impact a large portion of the Clallam County water supply for residents and businesses alike. Department of Natural Resources (DNR) standard practices for these properties lack the protection necessary to ensure the timberlands within these parcels protect critical watershed infiltration. Even with DNR standard practices timber harvest should not occur on slopes equal to or greater than 35%. Calculations for slopes equal to or greater than 35% within the proposed TLT area is 1,498 acres. The forests within these parcels act as an infiltration bank that maintain healthy flows of tributaries and groundwater into the Elwha River. A transfer to the City will ensure the the protection of the watershed is at the forefront of parcel planning and management.

Part F: Signatures

➢ *Applicant*

The information I have provided is true to the best of my knowledge.

Nathan A. West

Signature

09/29/2023

Date

City Manager

Job Title (if any)

City of Port Angeles

Professional affiliation (if any)

➢ *Receiving Agency**

*If the receiving agency is acting as the applicant, check this box and leave rest of this section blank. ☑

I have reviewed this application and the information is true to the best of my knowledge.

Signature

Date

Job Title

Professional affiliation (if any)

Part G: Glossary

Old-growth forest: Per DNR's *Policy for Sustainable Forests*, forest stands of at least 5 acres that are in the most structurally complex stage of stand development, sometimes referred to as the fully functional stage of stand development, with a natural origin date prior to 1850, generally considered the start of European settlement in the Pacific Northwest. Examples of structural complexity include multiple canopy layers, snags, gaps in the forest canopy, and fallen trees on the forest floor.

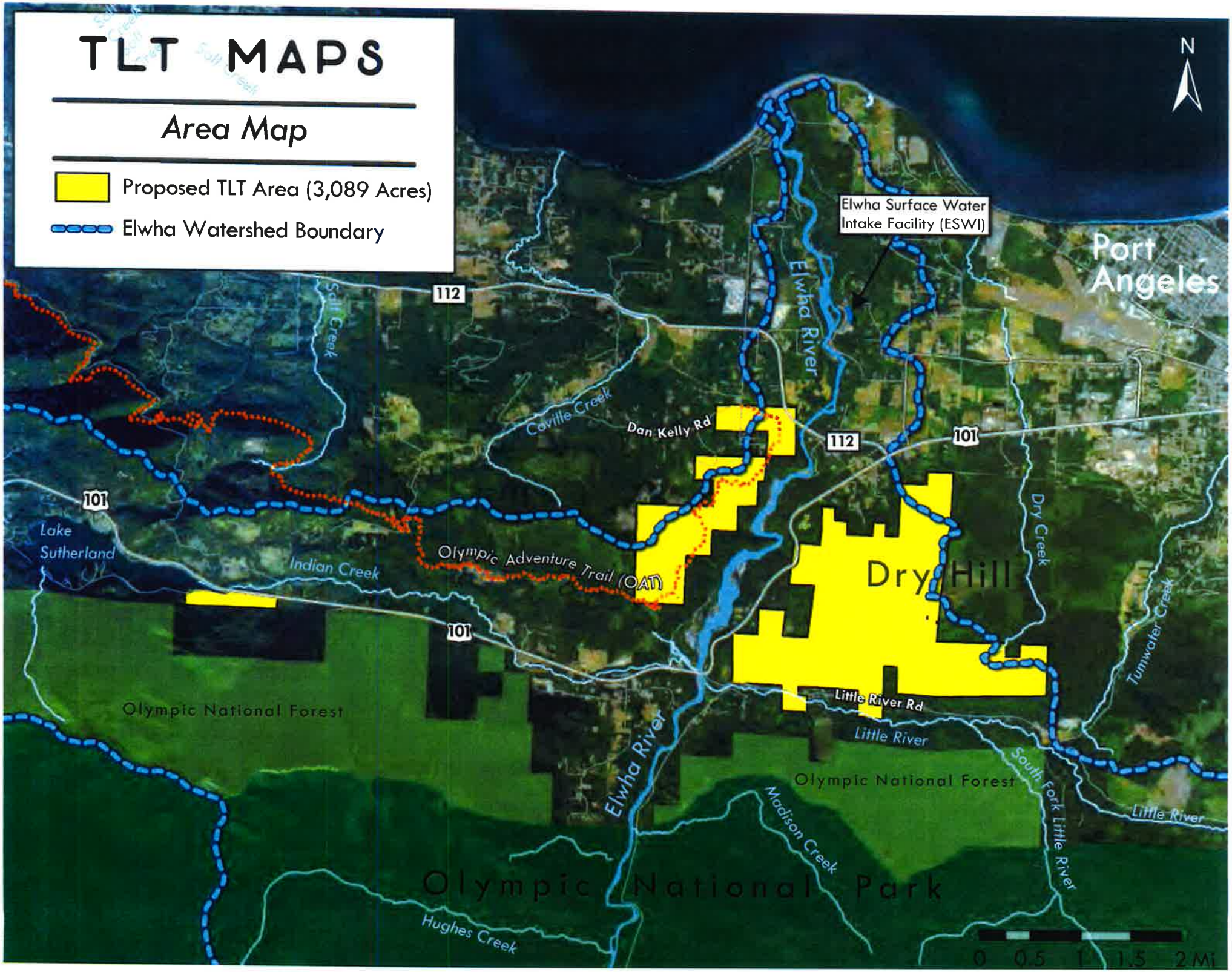
Overburdened community: A geographic area where vulnerable populations face combined, multiple environmental harms and health impacts, and includes, but is not limited to, highly impacted communities as defined in RCW 19.405.020 (ESSSB 5141 Sec. 2 (11)). "Highly impacted community" means a community designated by the department of health based on cumulative impact analyses in RCW 19.405.140 or a community located in census tracts that are fully or partially in "Indian country" as defined in 18 U.S.C. Sec. 1151.

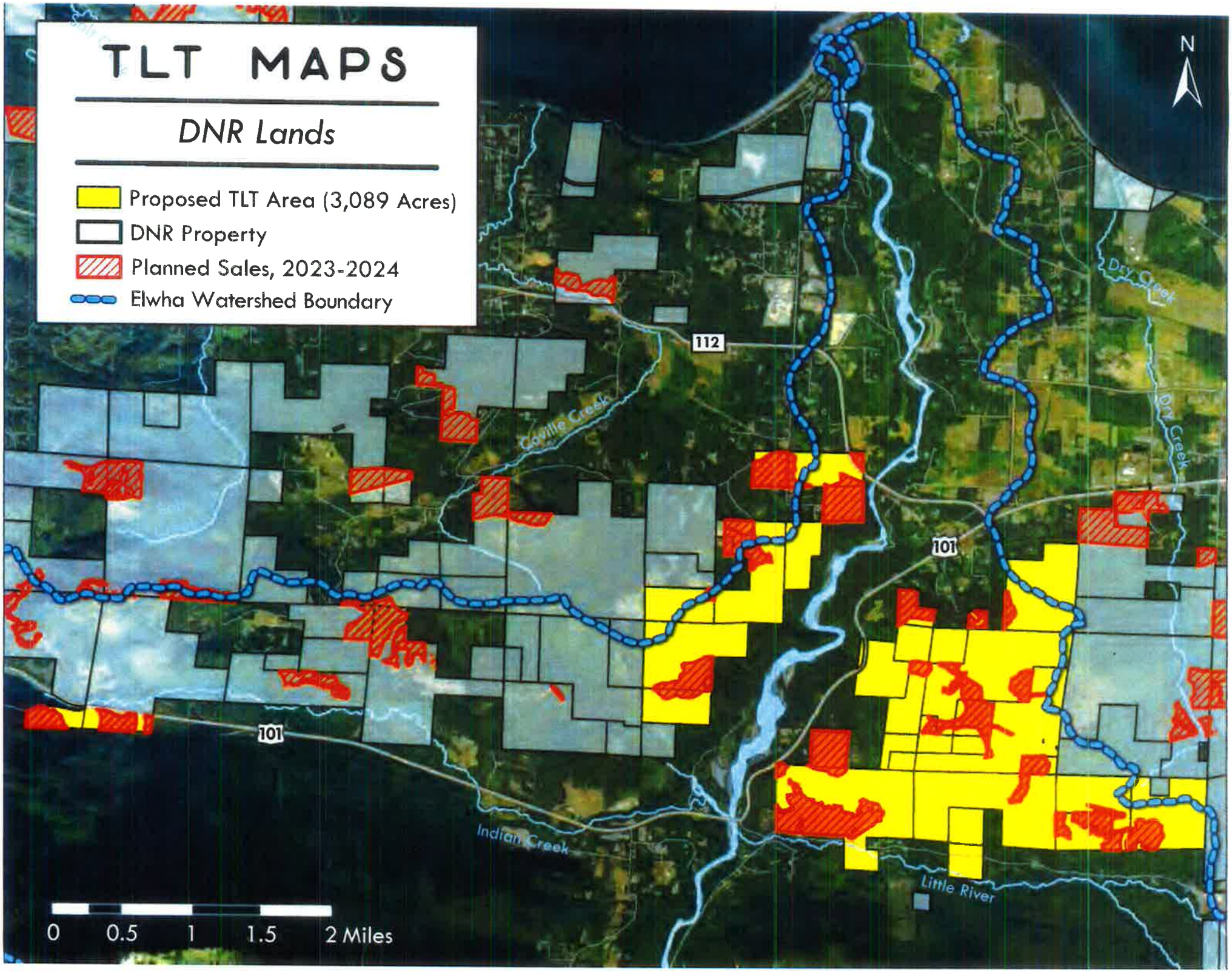
Resource-based outdoor recreation: Outdoor recreation that is dependent on a particular element or combination of elements in the natural and cultural environments that cannot be easily duplicated by humans. Examples include but are not limited to trail use, camping, boating, swimming, picnicking, and nature study.

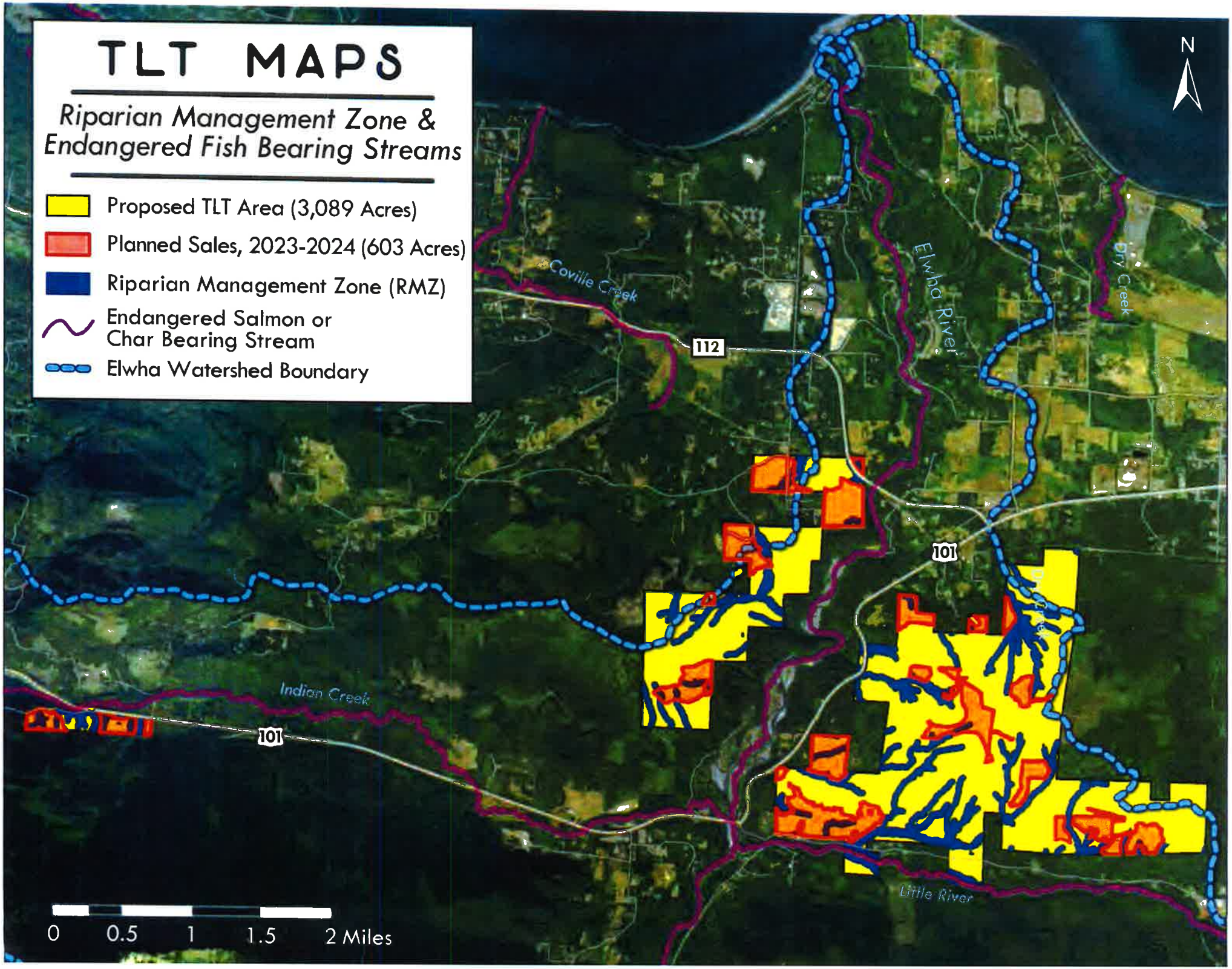
Underserved populations: Populations who face barriers in accessing victim services, and includes populations underserved because of geographic location or religion, underserved racial or ethnic populations, populations underserved because of special needs (such as language barriers, disabilities, alienage status, or age) and any other population determined to be underserved by the Attorney General or the Secretary of Health and Human Services, as appropriate (34 USC § 12291(a)(39)).

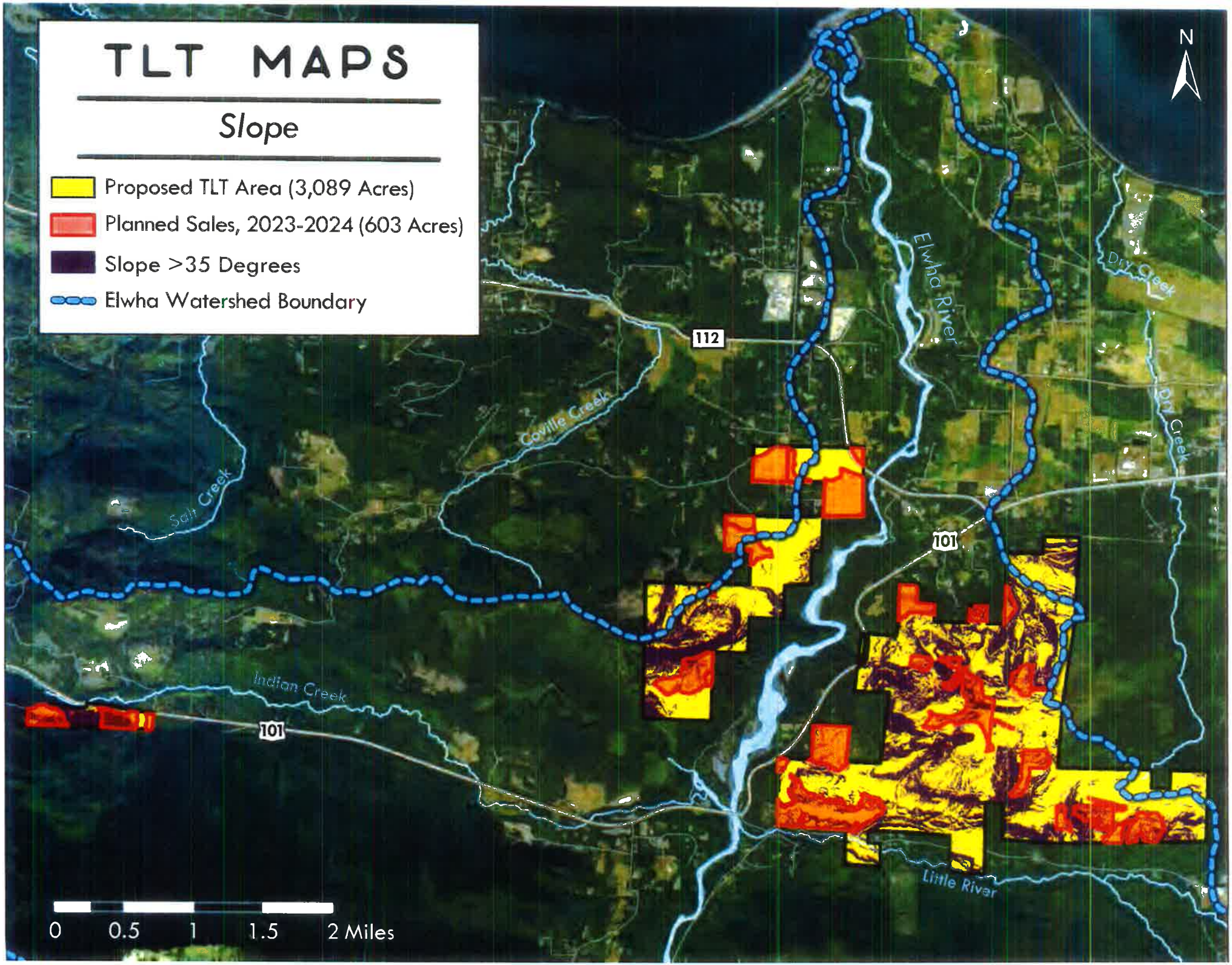
Vulnerable populations: Population groups that are more likely to be at higher risk for poor health outcomes in response to environmental harms (ESSSB 5141 Sec. 2 (14)). "Vulnerable populations" includes, but is not limited to: (i) Racial or ethnic minorities; 11 (ii) Low-income populations; 12 13 (iii) Populations disproportionately impacted by environmental harms; and 14 15 (iv) Populations of workers experiencing environmental harms.

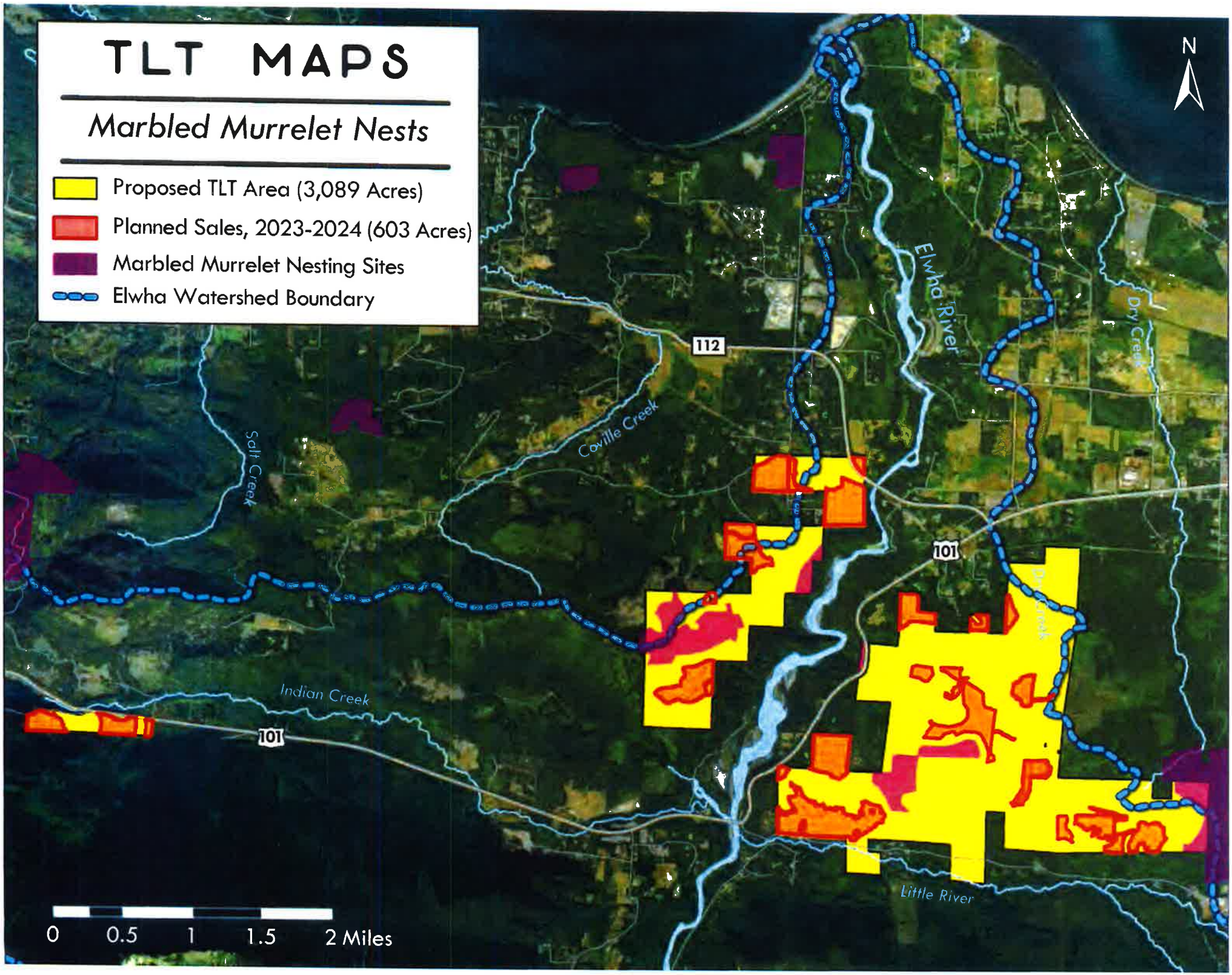
Name	DNR Parcel Sys	DNR Parcel Acres	Section	Zoning	Trust
Parched	5621	31	T30 R6W s23	RCC3 and/or RCC5	State Board Transfer
Parched	5622	21	T30 R6W s23	RCC3 and/or RCC5	State Board Transfer
Parched	5624	44	T30 R6W s23	RCC3 and/or RCC5	Common Schools and Indemnity
Parched	16442	42	T30 R6W s23	RCC3 and/or RCC5	Common Schools and Indemnity
Parched	5620	279	T30 R6W s23	RCC3 and/or RCC5	State Board Transfer
Parched	5623	21	T30 R6W s23	RCC3 and/or RCC5	State Board Transfer
Parched	16441	227	T30 R6W s23	RCC3 and/or RCC5	Common Schools and Indemnity
Parched Total		**665**			
Elwha West	5594	40	T30 N R7W s9	RCC3 and/or RCC5	
Elwha West	5600	45	T30 N R7W s10	RCC3 and/or RCC5	
Elwha West	5595	86	T30 N R7W s10	RCC3 and/or RCC5	
Elwha West	5602	181	T30 N R7W s16	RCC3 and/or RCC5	
Elwha West	5603	5	T30 N R7W s16	RCC3 and/or RCC5	
Elwha West	5601	72	T30 N R7W s15	RCC3 and/or RCC5	
Elwha West	5605	80	T30 N R7W s16	RCC3 and/or RCC5	
Elwha West	5615	194	T30 N R7W s21	RCC3 and/or RCC5	
Elwha West	11643	78	T30 N R7W s21	RCC3 and/or RCC5	
Elwha West		**781**			
Elwha East	5597	189	T30 N R7W s14	RCC3 and/or RCC5	
Elwha East	5598	10	T30 N R7W s14	RCC3 and/or RCC5	
Elwha East	5599	31	T30 N R7W s15	RCC3 and/or RCC5	
Elwha East	5617	42	T30 N R7W s22	RCC3 and/or RCC5	
Elwha East	5618	105	T30 N R7W s22	RCC3 and/or RCC5	
Elwha East	5619	15	T30 N R7W s22	RCC3 and/or RCC5	
Elwha East	5626	252	T30 N R7W s25	RCC3 and/or RCC5	
Elwha East	5629	346	T30 N R7W s29	RCC3 and/or RCC5	
Elwha East	5627	42	T30 N R7W s26	RCC3 and/or RCC5	
Elwha East	116393	41	T30 N R7W s26	RCC3 and/or RCC5	
Elwha East	116427	26	T30 N R7W s22	RCC3 and/or RCC5	
Elwha East	116428	4	T30 N R7W s22	RCC3 and/or RCC5	
Elwha East	116429	78	T30 N R7W s22	RCC3 and/or RCC5	
Elwha East	116434	277	T30 N R7W s26	RCC3 and/or RCC5	
Elwha East	116435	106	T30 N R7W s25	RCC3 and/or RCC5	
Elwha East Total		**1564**			
Indian Creek	5669	37	T30 N R8W s22	RCC3 and/or RCC5	
Indian Creek	5671	42	T30 N R8W s23	RCC3 and/or RCC5	
Indian Creek Total		**79**			
Elwha Watershed Protection Project Acreage Total		**3089**			

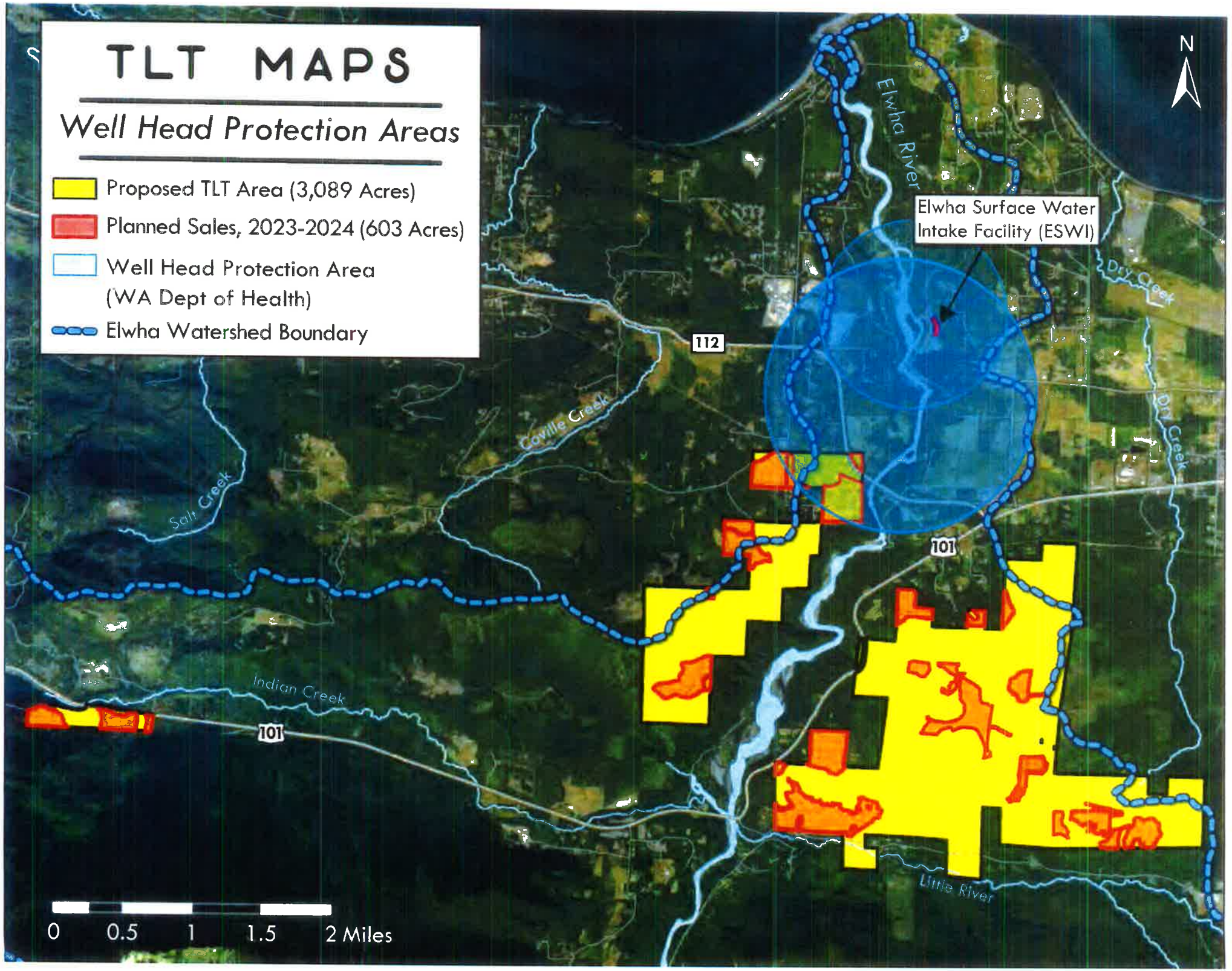

TLT MAPS
Area Map
Proposed TLT Area (3,089 Acres)
Elwha Watershed Boundary
N
Elwha Surface Water Intake Facility (ESWI)
Port Angeles
112
Salt Creek
Elwha River
Coville Creek
Dan Kelly Rd
112
101
101
Lake Sutherland
Indian Creek
Olympic Adventure Trail (OAT)
Dry Hill
Dry Creek
Tumwater Creek
101
Olympic National Forest
Little River Rd
Little River
Elwha River
Olympic National Forest
South Fork Little River
Little River
Madison Creek
Olympic National Park
Hughes Creek
0 0.5 1 1.5 2 Mi


TLT MAPS
DNR Lands
Proposed TLT Area (3,089 Acres)
DNR Property
Planned Sales, 2023-2024
Elwha Watershed Boundary
N
112
101
101
Coville Creek
Dry Creek
Dry Creek
Indian Creek
Little River
0
0.5
1
1.5
2 Miles


TLT MAPS
Riparian Management Zone & Endangered Fish Bearing Streams
Proposed TLT Area (3,089 Acres)
Planned Sales, 2023-2024 (603 Acres)
Riparian Management Zone (RMZ)
Endangered Salmon or Char Bearing Stream
Elwha Watershed Boundary
N
Coville Creek
Elwha River
Dry Creek
112
101
Indian Creek
Little River
0 0.5 1 1.5 2 Miles


TLT MAPS
Slope
Proposed TLT Area (3,089 Acres)
Planned Sales, 2023-2024 (603 Acres)
Slope >35 Degrees
Elwha Watershed Boundary
N
112
101
101
Elwha River
Dry Creek
Dry Creek
Coville Creek
Salt Creek
Indian Creek
Little River
0
0.5
1
1.5
2 Miles


TLT MAPS
Marbled Murrelet Nests
Proposed TLT Area (3,089 Acres)
Planned Sales, 2023-2024 (603 Acres)
Marbled Murrelet Nesting Sites
Elwha Watershed Boundary
N
112
101
101
Elwha River
Dry Creek
Coville Creek
Salt Creek
Indian Creek
Little River
0
0.5
1
1.5
2 Miles


TLT MAPS
Well Head Protection Areas
Proposed TLT Area (3,089 Acres)
Planned Sales, 2023-2024 (603 Acres)
Well Head Protection Area
(WA Dept of Health)
Elwha Watershed Boundary
N
Elwha River
Elwha Surface Water
Intake Facility (ESWI)
Dry Creek
112
Coville Creek
Salt Creek
101
Indian Creek
101
Little River
0
0.5
1
1.5
2 Miles

CITY OF PORT ANGELES
CITY MANAGER
PORT ANGELES
WASHINGTON, U.S.
321 East Fifth Street
Port Angeles, WA 98362

September 29, 2023

Robin Hammill
TLT Program Manager
MS 47014
Olympia, WA 98504

Re: Letter of Intent - Nomination of a Parcel of State Trust Lands for the Trust Land Transfer (TLT) Program

Dear Robin Hammill,

The City of Port Angeles hereby presents the Trust Lands Transfer Program Application for the Elwha Watershed Protection Project. As required by the application, the intent of this letter is to verify the City Council of the City of Port Angeles through Council action taken on September 19, 2023, directed the City Manager to submit a Trust Land Transfer application to DNR no later than September 30, 2023 to protect the forest within the Elwha Watershed. Additionally, Council's motion stated the City should also continue to pursue options for Department of Natural Resources to use these properties for but not limited to carbon sequestration, other legislative fixes that address watershed protection, additional ownership options and potential property management solutions. Furthermore, this letter is intended to communicate that I, City Manager Nathan West, is authorized as the individual with the authority to accept the transferred parcel on behalf of the City.

The City will continue to oppose the State logging in the Elwha River Watershed, until such time that we can proactively and collectively discuss a long-term plan for harvests that protects the river and our community's water supply. As we have shared previously, the Elwha River is the water source which serves our entire community and over 25% of the county-wide drinking water.

We believe this issue is relevant to all citizens within the city and county as our residents and employers rely heavily on an ongoing and adequate water supply. Thank you in advance for your review and consideration of this important application.

Sincerely,

Nathan A. West
City Manager
City of Port Angeles

Legislative Building

Washington State Legislature

Olympia, WA 98504-0600

September 26, 2023

Robin Hammill
Department of Natural Resources
Trust Land Transfer Program Manager

Re: City of Port Angeles' TLT Application – Elwha River Watershed

Dear Ms. Hammill:

I am writing to express my support for the City of Port Angeles' nomination of parcels within the Elwha River Watershed for the trust land transfer program in the 2025-27 biennium.

The City of Port Angeles is an underserved rural community that relies on the Elwha River as its sole source of drinking and industrial water. Port Angeles City management and Council has expressed valid concerns that logging in the Elwha Watershed compromises efforts to restore endangered salmon habitat; threatens other endangered and recovering species; destroys essential carbon sinks; and threatens the City's sole drinking water source.

The iconic Elwha River is important to all Washingtonians and remains the largest completed dam removal project in U.S. history. The federal government spent $327 million in Elwha River restoration post-dam removal. Transferring these forests out of the trust so that they are no longer subject to industrial logging compliments the larger scale restoration efforts and is an essential step toward restoring the ecosystem, preserving cultural areas of importance, protecting designated marbled murrelet areas, and securing vital sole source water supply for over 30,000 people. It also presents a significant economic opportunity to secure better suited timber for harvest away from environmentally sensitive areas found in the Elwha Watershed.

Sincerely,

M.C. Chapman

Representative Mike Chapman
24th Legislative District

Protect Forests in the Elwha Watershed

WHEREAS the Elwha River Watershed is in a state of recovery after the removal of two dams, and the water quality and quantity of the Elwha River are essential for the health of both salmon species and the people of Clallam County; and

WHEREAS the Forest lands in the Elwha River Watershed play a critical role in mitigating climate change by absorbing and sequestering carbon dioxide; and

WHEREAS the Washington Department of Natural Resources (DNR), led by Commissioner of Public Lands Hilary Franz, continues to propose logging of older forests in the Elwha River Watershed, including forests within the proximity of the river itself, known by the sales names "Power Plant" and "TCB23"; and

WHEREAS the harvesting of timber of said forest will compromise efforts to restore salmon habitat, affect other recovering species, destroy important essential carbon sinks, threaten the sole drinking water source for the City of Port Angeles and over 25% of Clallam County, and diminish recreational value to the community; and

WHEREAS our Legislative District Representative Mike Chapman has stood up for his constituents in opposition to the proposed timber harvests designated as TCB23, and Power Plant forests;

THEREFORE, BE IT RESOLVED that the 24th Legislative District Democrats call upon Hilary Franz, Public Lands Commissioner, to direct the Department of Natural Resources (DNR) to:

1. delay or cancel the timber sales known as TCB23 and Power Plant;

2. evaluate these important stands relative to the Elwha River Watershed and the protection of steep slopes located between these stands and the river; and

3. pause all timber sales on State lands in the Elwha River Watershed until there can be proactive and collective discussion of a long-term plan for harvests that protect the Elwha River; and

THEREFORE, BE IT FINALLY RESOLVED that copies of this resolution be sent to Commissioner of Public Lands, Hilary Franz; State Representatives Mike Chapman and Steve Tharinger; State Senator Kevin van de Wege; Clallam Board of County Commissioners; Port Angeles City Manager

Submitted by:
Ellen Menshew, Executive Board LD24 and Brian Grad, Resolutions Committee, Clallam County Democrats
Reviewed and approved by Resolutions Committee of the 24th LD Democrats, August 29, 2023
Adopted by the Members on September 13, 2023.

Bruce Cowan, Chair, mrbrucecowan@gmail.com 360-774-6678

RESOLUTION 23 - 02

Protect Forests in the Elwha Watershed

WHEREAS the Elwha River Watershed is in a state of recovery after the removal of two dams, and the water quality and quantity of the Elwha River are essential for the health of both salmon species and the people of Clallam County; and

WHEREAS the Forest lands in the Elwha River Watershed play a critical role in mitigating climate change by absorbing and sequestering carbon dioxide; and

WHEREAS the Washington Department of Natural Resources (DNR), led by Commissioner of Public Lands Hilary Franz, continues to propose logging of older forests in the Elwha River Watershed, including forests within the proximity of the river itself, known by the sales names "Power Plant" and "TCB23"; and

WHEREAS the harvesting of timber of said forest will compromise efforts to restore salmon habitat, affect other recovering species, destroy important essential carbon sinks, threaten the sole drinking water source for the City of Port Angeles and over 25% of Clallam County, and diminish recreational value to the community; and

WHEREAS our Legislative District Representative Mike Chapman has stood up for his constituents in opposition to the proposed timber harvests designated as TCB23, and Power Plant forests;

THEREFORE, BE IT RESOLVED that the 24th Legislative District Democrats call upon Hilary Franz, Public Lands Commissioner, to direct the Department of Natural Resources (DNR) to:

1. delay or cancel the timber sales known as TCB23 and Power Plant;

2. evaluate these important stands relative to the Elwha River Watershed and the protection of steep slopes located between these stands and the river; and

3. pause all timber sales on State lands in the Elwha River Watershed until there can be proactive and collective discussion of a long-term plan for harvests that protect the Elwha River; and

THEREFORE, BE IT FINALLY RESOLVED that copies of this resolution be sent to Commissioner of Public Lands, Hilary Franz; State Representatives Mike Chapman and Steve Tharinger; State Senator Kevin van de Wege; Clallam Board of County Commissioners; Port Angeles City Manager

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Submitted by:
Ellen Menshew, Executive Board LD24, menshewmom@gmail.com, (360) 477-5104
Brian Grad, Resolutions Committee, Clallam County Democrats, briansway51@gmail.com, (360) 620-4036

Adopted by the Membership of the Clallam County Democrats
September 9, 2023

23

AGENDA ITEM SUMMARY

APR 2 9 2024

(Must be submitted NLT 3PM Wednesday for next week agenda)

Department: Finance

WORK SESSION ☒ **Meeting Date: 4/29/2024**

REGULAR AGENDA ☐ **Meeting Date:**

Required originals approved and attached? ☒
Will be provided on:

Item summary:

☐ Call for Hearing
☐ Contract/Agreement/MOU - Contract #
☐ Resolution
☐ Proclamation
☐ Budget Item
☐ Draft Ordinance
☐ Final Ordinance
☒ Other Monthly Review

Documents exempt from public disclosure attached: ☐

MARCH 2024 YEAR-TO-DATE REVIEW OF GENERAL FUND FINANCIAL RESULTS—EXECUTIVE SUMMARY:

March 2024 General Fund Results

The March 2024 Year-to-Date General Fund Financial Review compared to 2023 is attached along with comparison to the original budget for 2024. At a high level:

- **REVENUES**—Revenue from Operations (excluding Transfers) totaled $9,827k as compared to $9,633k in 2023, representing an increase of $194k or 2%. 2024 Revenues from Operations YTD are pacing at 19.4% of our annual revenue budget, slightly trailing the 21.8% in 2023.

- **EXPENDITURES**-- Expenditures from Operations (excluding Transfers) totaled $13,683k as compared to $12,802k in prior year for an increase of $881k or 6.9%, and are pacing at 25.7% of our annual budget, right in line with last year.

- **OPERATING SURPLUS/(DEFICIT)**--Excluding Transfers In/Out, the General Fund generated an operating deficit of ($3,857k) for the year-to-date period ending March 2024, as compared to an operating deficit of ($3,170k) for the same period in 2023, an increase of $687k. After factoring in budgeted Transfers In of $462k and Transfers Out of $1,256k, the General Fund generated an operating deficit of ($4,652k), an increase of $2,736k over 2023's deficit of (-$1,916k), which was largely driven by $1.5 million in prior year higher transfers in relating to the return of funding previously provided by the General Fund for the Lower Dungeness Floodplain project.

- **ENDING RESERVES**--The General Fund finished March 2024 with an Ending Fund Balance Reserve of $8,796k, or $935k lower than the prior year.

Please refer to the attached schedule and below that provides further details of the major factors that make up these changes and performance to budget.

REVENUES FROM OPERATIONS
Year-to-date, Revenues from Operations came in at 19.4% of our annual revenue budget, trailing the 21.8% pacing in 2023. Year-over-year outperformances to budget were seen in several categories, with the exception of Taxes, Goods & Services and Miscellaneous Revenues.

Taxes--were slightly behind as % budget in 2024 at 17.5% as compared to last year's 18.2% and were up $45k or +1% to prior year. These trends were largely due to a $33k decrease in Property Tax collections due to timing of collections, and continued volatility being seen in sales tax revenues in the month of March which declined -4.28% following being up 10.7% in February and down -5.6% year-over-year in January 2024 (sales tax are now up 2.8% year-to-date, but this is largely due to the delay of payment of shared sales tax from the PA UGA; excluding that effect, sales tax is only up .9% YTD). Note: sales taxes are remitted to the County 60 days in arrears to the period the taxes were collected.

Licensing & Permits continue to pace well ahead thus far for 2024 (at 39.9% of budget vs. 29.4% in prior year) and were up $73k or 24.5% over prior year, mainly as a result of a $79k or 43% increase in building and land use permit revenues year-to-date.

Intergovernmental Revenue, which consists of (1) Federal and State grants, (2) Payment-in-Lieu of Taxes ("PILT"), PUD Privilege Tax, Criminal Justice, and other State Excise taxes, and (3) Department of Natural Resources ("DNR") Timber Revenues, stood at 20.9% of budget year-to-date (consistent with 2023) but decreased ($17k) over prior year mainly due to (1) PUD Privilege Tax coming in $55k below budget, as offset by $24k in budgeted growth in Criminal Justice state funding, and (2) a $192k increase in grants revenues received to-date across multiple departments (including Department of Community Development ("DCD")--Environmental Quality +$35k, Sheriff Ops +$33k (higher Sex Offender grant payments), Sheriff Emergency Services (+$34k), Prosecuting Attorney-Coroner (+$41k), and increases in other areas, as offset by drops in Juvenile Services (-$38k), Health & Human Services ("HHS") Environmental Health (-$14k), and a budgeted drop in Clerk Blake LFO reimbursements (-$23k). DNR Timber revenues decreased $112k compared to prior year mainly due to payment timing differences.

Charges for Goods & Services paced at 19.5% of budget (as compared to 22.6% in prior year) and decreased $66k year-over-year mainly due to lower auditor election services revenue due to timing and spillover of 2022 revenues into 2023 (-$146k), and timing of HHS reimbursements from the HHS Chemical Dependency/Mental Health, Foundational Public Health, and Developmental Disabilities funds (-$121k), and decreases in other areas, as partially offset by $95k in higher interlocal criminal justice agreement revenues due to timing and a budgeted increase, higher DCD building plan check revenues (up $229k), and higher WSU Environmental Services (up $34k due to timing).

Fines & Penalties are pacing ahead of budget as compared to prior year (24.8% vs. 19.8%) and are up 18.2% compared to prior year due mainly to an increase in District Court 1 infraction revenues (up 26%).

Misc Revenue is pacing behind last year relative to budget (22.3% vs. 25.4%) but was up $131k or 14% relative to prior year largely due to higher interest earned on investments due to gains in yields earned throughout 2023 (up $104k or 21%) and the implementation of higher camping fee rates for 2024 (up 15% compared to prior year).

EXPENDITURES

Expenditures from Operations (excluding Transfers Out) through March 2024 year-to-date are pacing at 25.7% of our annual budget, right in line with last year relative budget, and increased $881k or 6.9% compared to prior year. All expenditure categories were pacing at or slightly above their pacings to budget in comparison with prior year, with the exception of Supplies which trailed slightly behind last year relative to budget (20.5% vs 21.7%), and Services which was at 23.8% of budget vs 26.8% in prior year. The year-over-year $881k increase in operating expenditures was mainly due to increases in:

(1) Payroll (up $336k or 5.6%) and **Benefits** (up $121k or 5%) driven by step/COLA & salary study/position reclassification increases, additional pay and benefits provided in the County's collective bargaining agreements, staffing changes, and higher paid leave payouts due to timing of retirements (up $87k). Both Payroll and Benefits were pacing to budget relatively in-line with prior year at 23% and 22.4%, respectively;

(2) Services increased $128k or 5.5% mainly due to $200k in higher Repairs & Maintenance costs due to the budgeted increase and timing of annual software maintenance and license agreement costs in IT ($147k), GIS, Sheriff, Prosecuting Attorney (due to new Axon evidence software) & Superior Court. Services also increased in the areas of Operating Rentals & Leases (+$35k - mainly due to higher ER&R budgeted patrol vehicle rental rates charged to Sheriff), Communication ($7k), and Travel ($7k.

These Services increases were partly offset by an overall decrease in Professional Services of -$99k mainly due to a $175k drop in Jail Medical professional services due to the termination of the Wellpath contract, lower Treasurer bank fees (-$36k), lower Environmental Health onsite professional services (-$23k), and Sheriff Jail (-$68k due to reduced utilization Forks jail and Norpoint Security Services being billed to Superior Court in Q1 under a grant), as partly offset by increases in other areas' professional services including Indigent Defense (+$24k), Prosecuting Attorney (+$10k), Coroner (+$27k), Juvenile Services (+$21k), Superior Court (+$64k--Norpoint Security), and WSU (+$43k higher due to carry over of Q4 2023 WSU MOA payment to 2024); and

(3) Risk Management Assessment for Insurance Pool (up $321k or 19.6%) driven by the 20%+ budgeted increase in County overall insurance costs.

These operating expenditure increases were partially offset by a decrease in Capital Outlay costs (down $72k) mainly due to timing differences and the shifting of over $488k of capital costs to the County's American Rescue Plan Act fund for the 2024 budget.

TRANSFERS IN/TRANSFERS OUT

Transfers In year-to-date totaled $462k in 2024, a decrease of $1,538k, driven mainly by the $2.0 million return in 2023 of general fund working capital monies provided in support of the Lower Dungeness Floodplain project, as offset by the budgeted transfer of interest earned on ARPA funds through the end of 2023 to the General Fund in 2024.

Transfers Out totaled $1,256k, an increase of $440k, mainly due to the timing of budgeted transfers in 2024 relative to 2023 needed to fund ongoing projects and operating costs of other non-General Fund funds, including $484k to IT Capital Projects, $412k to PFF Capital Projects, $67k to Local Crime Victim fund, $17k to Law Library, $70k to Solid Waste, $74k to Flood Control, $123k to Veterans Relief, and $10k to CCSO Honor Guard fund.

NET SURPLUS OF REVENUES TO EXPENDITURES-- For YTD March 2024, the General Fund generated an operating deficit between revenue and expenditures (excluding Transfers In/Out) of ($3,857k), a $687k increase from last year's operating deficit of ($3,170k). When taking Transfers In/Out into account, YTD March 2024 generated a ($4,652k) deficit, an increase of $2,736k from last year's ($1,916k) deficit, which again was largely driven by $1.5 million in higher prior transfers into the General Fund in 2023 relating to the return of funding provided for the Lower Dungeness Floodplain project. It should be noted that a deficit at this time of year is normal given the timing of receipt of certain of the General Fund's primary revenue streams—most notably property taxes which will begin to be collected more significantly in April and again in October.

ENDING FUND BALANCE --The General Fund at the end of March 2024 had an ending fund balance reserve of $8,796k, which is $935k lower than prior year.

2024 PROJECTION—GENERAL FUND

Turning to the forecast, revenue and expenditure forecasted for 2024 have been updated from our budget as follows:

PROJECTED REVENUES-- General Fund Revenues from Operations are projected to total $50,446k, a decrease of $141k from the 2024 adopted budget, and relatively flat with our last forecast. This is reflective of several changes made as follows:

Taxes--are now projected to miss budget by $319k or -1.2% mainly due to continued volatility being seen in sales tax with growth slowing late last year, and then only increasing 2.8% year-to-date thru March 2024. Based on a slower than expected start in sales tax thru March, sales tax-related revenues for 2024 are now projected to grow 3.7% in 2024 vs the 4.65% originally budgeted, which will be contingent on sales tax growth of 4.65% being achieved for the balance of 2024. Sales tax will continue to be closely monitored as further visibility is gained of sales tax trends, including the tax impact of the increasing number of road construction projects now underway in the County and to what extent interest-rate sensitive consumer spending holds up or improves as the year unfolds. All other non-sales tax revenues are forecasted to be consistent with or slightly above the 2024 budget at this time.

License & Permits-- are projected to come in $57k or 6% over budget, mainly due to stronger building permit revenues seen year-to-date (up 45.7%) and due to higher cable franchise agreement revenues resulting from payment frequency shifting from semi-annually to quarterly and timing of receipt of 2023 revenues.

Intergovernmental-- is expected to miss budget by $55k due to the PUD Privilege Tax coming in lower than expected. All other Intergovernmental grant revenues and PILT/Criminal Justice/Various Excises taxes are being held even with budget at this time.

Goods & Services -- are forecasted to slightly beat budget by $54k, due to the expected impact of program service rate increases planned in DCD Environmental Health (+$82k), as partly offset by slight downward trending in Juveniles Services, and lower trending Treasurer Excise Admin Fee revenues. Most other goods and services revenue sources are still projected to be in line with budget at this time.

Fines & Penalties-- are expected to slightly exceed budget by $29k based on early growth trends and strong year-over-year growth in District Court 1 infraction revenues.

Miscellaneous Revenue --is projected to exceed budget by $39k mainly due to the impact of additional fairground facility rental and other fee increases approved and implemented in early 2024.

All other revenues are projected at or near their budget at this time.

NOTE: While work is currently underway to review and propose updates to rate fee schedules in Community Development, no additional revenue from these efforts has been included in the forecast at this time pending presentation and approval of proposed fee increases.

PROJECTED EXPENDITURES-- 2024 Expenditures from Operations are projected to total $50,785k, underspending to our adopted budget by $2,549k and is relatively flat with our last forecast, and lower than our expenditure budget as adjusted for expected historical payroll cost underspend by $191k. Savings are forecasted primarily in Payroll and Benefits, as well as in Supplies and Services as described below:

Payroll and Benefits-- are expected to come in approximately $1,924k below the adopted budget, mainly due to historic underspend to our personnel budgets due to unbudgeted dark-time in our staffing levels as discussed previously, as well as higher than normal staff position openings in the areas of Jail, Juvenile Services, and other areas. This expected Payroll and Benefits underspend is approximately $404k lower than the $2,328k of underspend originally estimated when the 2024 budget was adopted, which is primarily due to the bringing in-house of the Jail nursing staff previously outsourced by Wellpath which elected to terminate its contract with the County in March 2024. As a result of this change occurring starting in March 2024, the payroll and benefit forecast has been adjusted to reflect the hiring of the 4 FTE nursing staff previously budgeted as Professional Services (resulting in a corresponding $479k decrease in projected Services costs for 2024 relative to budget.

NOTE: The financial impact of renewal of the County's multiple collective bargaining agreements is not known at this point, and as a result is not reflected in our projections.

Supplies --are projected to come in $147k under budget based on trend spending across multiple areas**.**

Services-- are forecasted to be $479k lower than budget due to the ending of the Wellpath Jail Medical Nursing contract as mentioned earlier.

All other expenditure categories are forecasted to be consistent with budget at this time.

NET DEFICIT OF REVENUES TO EXPENDITURES--Based on these revenue and expenditure assumptions, the General Fund is now projected to end 2024 with a net operating deficit of ($323k), which is still in-line with the adopted budgeted deficit of ($317k) (as adjusted for expected payroll underspend), but reflecting a decline of $76k from our last forecast.

PROJECTED ENDING FUND BALANCE RESERVES -- $13,125k, which is $315k higher than originally budgeted, and representing a reserve level of 25.8% total expenditures.

Budgetary impact: (Is there a monetary impact? If so, are funds for this already allocated or is a budget change necessary? If this is a contract and a budget change is necessary, the budget change form must be submitted with the item at work session and for the regular agenda) **If a budget action is required, has it been submitted and a copy attached?** ☐
This is an informational presentation that by itself has no specific budgetary impact.

Recommended action: (Does the Board need to act? If so, what is the department's recommendation?) None

County Official signature & print name: _____ Mark Lane___

Name of Employee/Stakeholder attending meeting: ____ Mark Lane_____

Relevant Departments: _____Finance_____

Date submitted:
April 23, 2024

Clallam County General Fund Results
March 2024

March 2024 YTD--vs Annual Budget (rounded to thousands)

	2024 Actual	2024 Original Budget	Budget Remaining	2024 % of Annual Budget Achieved	2023 % of Annual Budget Achieved
REVENUES:					
Taxes	4,568	26,064	21,496	17.5%	18.2%
Licenses & Permits	370	929	559	39.9%	29.4%
Intergovernmental Revenues	1,820	8,726	6,906	20.9%	20.9%
Charges for Goods & Services	1,825	9,367	7,542	19.5%	22.6%
Fines & Penalties	180	725	545	24.8%	19.8%
Misc Revenue (Interest Inc, Camping Fees, etc)	1,063	4,771	3,709	22.3%	25.4%
Nonrevenues (Sale/Use Tax, Lodging Tax--Parks & Facil)	1	4	4	14.5%	15.7%
Other Financing Sources (Other)	0	0	0	--	0.0%
Total Revenue--Excluding CARES/FEMA	**9,827**	**50,587**	**40,761**	**19.4%**	**21.8%**
Total Revenue--CARES/FEMA	**0**	**0**	**0**	--	**70.7%**
TOTAL REVENUE FROM OPERATIONS	**9,827**	**50,587**	**40,761**	**19.4%**	**20.6%**
Transfers In (mainly return of working capital funding previously provided to grant-funded projects)	462	1,555	1,094	29.7%	30.8%
TOTAL REVENUE	**10,288**	**52,143**	**41,854**	**19.7%**	**21.9%**
EXPENDITURES:					
Payroll	6,305	27,408	21,103	23.0%	22.8%
Benefits	2,554	11,399	8,845	22.4%	22.1%
Supplies	362	1,765	1,403	20.5%	21.7%
Services	2,443	10,250	7,806	23.8%	26.8%
Capital	26	387	361	6.7%	11.0%
Payment to Risk Pool	1,963	1,963	0	100.0%	100.0%
Debt Service--Leases	30	163	133	18.4%	22.4%
Total Expenditures--excluding COVID	**13,683**	**53,334**	**39,651**	**25.7%**	**25.6%**
Total Expenditures--COVID	**0**	**0**	**0**	--	--
TOTAL EXPENDITURES FROM OPERATIONS	**13,683**	**53,334**	**39,651**	**25.7%**	**25.6%**
Transfers Out (mainly capital funding/working capital for grant-supported projects, etc)	1,256	1,484	227	84.7%	16.6%
TOTAL EXPENDITURES	**14,940**	**54,818**	**39,878**	**27.3%**	**24.8%**
Net Operating Surplus (Deficit)--Excluding COVID	**-3,857**	**-2,747**			
Net Operating Surplus (Deficit)--COVID	**0**	**0**			
NET SURPLUS (DEFICIT) FROM OPERATIONS	**-3,857**	**-2,747**			
NET SURPLUS (DEFICIT)--INCLUDING TRANSFERS IN/OUT	**-4,652**	**-2,675**			
Fund Balance	**8,796**	**10,773**	**-1,977**		

Clallam County General Fund Results
March 2024

March 2024 YTD--vs Prior Year YTD (rounded to thousands)

	2024 Actual	2023 Actual	Variance--$	Variance--%
REVENUES:				
Taxes	4,568	4,523	45	1.0%
Licenses & Permits	370	297	73	24.5%
Intergovernmental Revenues	1,820	1,837	-17	-0.9%
Charges for Goods & Services	1,825	1,891	-66	-3.5%
Fines & Penalties	180	152	28	18.2%
Misc Revenue (Interest Inc, Camping Fees, etc)	1,063	931	131	14.1%
Nonrevenues (Sale/Use Tax, Lodging Tax--Parks & Facil)	1	1	0	-11.0%
Other Financing Sources (Other)	0	0	0	0.0%
Total Revenue--Excluding CARES/FEMA	**9,827**	**9,633**	**194**	**2.0%**
Total Revenue--CARES/FEMA	**0**	**71**	**-71**	**-100.0%**
TOTAL REVENUE FROM OPERATIONS	**9,827**	**9,703**	**123**	**1.3%**
Transfers In (mainly return of working capital funding previously provided to grant-funded projects)	462	2,000	-1,538	-76.9%
TOTAL REVENUE	**10,288**	**11,703**	**-1,415**	**-12.1%**
EXPENDITURES:				
Payroll	6,305	5,969	336	5.6%
Benefits	2,554	2,433	121	5.0%
Supplies	362	316	46	14.6%
Services	2,443	2,315	128	5.5%
Capital	26	98	-72	-73.5%
Payment to Risk Pool	1,963	1,642	321	19.6%
Debt Service--Leases	30	29	1	2.0%
Total Expenditures--excluding COVID	**13,683**	**12,802**	**881**	6.9%
Total Expenditures--COVID	**0**	**0**	**0**	0.0%
TOTAL EXPENDITURES FROM OPERATIONS	**13,683**	**12,802**	**881**	6.9%
Transfers Out (mainly capital funding/working capital for grant-supported projects, etc)	1,256	817	440	53.8%
TOTAL EXPENDITURES	**14,940**	**13,619**	**1,321**	9.7%
Net Operating Surplus (Deficit)--Excluding COVID	**-3,857**	**-3,170**	**-687**	21.7%
Net Operating Surplus (Deficit)--COVID	**0**	**71**	**-71**	-100.0%
NET SURPLUS (DEFICIT) FROM OPERATIONS	**-3,857**	**-3,099**	**-758**	24.5%
NET SURPLUS (DEFICIT)--INCLUDING TRANSFERS IN/OUT	**-4,652**	**-1,916**	**-2,736**	142.8%
Fund Balance	**8,796**	**9,732**	**-935**	

Clallam County General Fund Results
March 2024

Major Revenue Differences between YTD 2024 and 2023 (rounded to thousands)

Taxes--Real and Personal Property Taxes	-33
Taxes--Juvenile Correction Sales and Use Tax	-5
Taxes--Timber Excise Tax	0
Taxes--Local Retail Sales and Use Tax	90
Taxes--Leasehold Excise Tax	-3
Taxes--Criminal Justice/Public Safety/Other	-4
Licensing & Permits--Franchise Fees	-8
Licensing & Permits--Building & Land Use Permits (up 43%)	79
Licensing & Permits--Other	2
Intergovernmental--Grants	192
Intergovernmental--PILT, Criminal Justice, PUD Privilege Tax, Other Excise Taxes	-97
Intergovernmental--Timber revenue	-112
Intergovernmental--COVID/FEMA Reimbursements	-71
Goods & Services--Treasurer Excise Administration Fees	-1
Goods & Services--Election Services Revenue	-146
Goods & Services--Interagency Services--Court Consolidation pymt timing, Roads & Other Policing Agreements timing/reduction, State Dpt Corrections	9
Goods & Services--Law Enforcement Services (Stonegarden)	52
Goods & Services--Interagency Services--Sheriff Jail --State Dpt Corrections Jail Bed Rev	1
Goods & Services--Interagency Services--Sheriff Jail --Chain Gang Services	-11
Goods & Services--Jail Medical Mental Health Services Reimbursement (timing)	0
Goods & Services--Building Plan Check Revenues	229
Goods & Services--Professional Services to Roads (IT,PA) (timing; delay in resumption of Chaingang due to Jail staffing)	-45
Goods & Services--HHS Environmental Health FPHS Administration (timing)	-135
Goods & Services--HHS Environmental Health Water, Program, Food Service, On Site & Solid Waste Program Fees	7
Goods & Services--HHS Admin FPHS CDMH & Dev Disability Administration	14
Goods & Services--Superior Court Family Therapeutic & Drug Courts pymts from CD/MH (timing)	4
Goods & Services--Juvenile Services, True Star, CD/MH Youth	-23
Goods & Services--District Court I Mental Health Courts pymts from CD/MH (timing)	0
Goods & Services--Fair Revenues	0
Goods & Services--WSU Environmental Services	34
Goods & Services--Other (Auditor DOL fees, DC 1 & 2, Clerk, Other)	-55
Fines and Penalties	28
Miscellaneous--Investment & Delinquent tax interest	104
Miscellaneous--Transfer of Unclaimed Property	0
Miscellaneous--HHS Environmental Health Operating Assessments (new in 2023)	0
Miscellaneous--Parks' Camping Revenues	51
Miscellaneous--Fair	9
Miscellaneous--Other	-34
Transfers In (ARPA Interest Transfer, LDFP Transfers in prior yr)	-1,538
Everything else (rounded to thousands)	0
Total Revenue Increase/(Decrease) over Prior Year	**-1,415**

Clallam County General Fund Results
March 2024

Major Expense Differences between YTD 2024 and YTD 2023 (rounded to thousands)

Payroll/Benefits--year-over-year estimated impact of retirements and newly elected officials that led to conversion of payouts of accrued leave balances or partial conversion of leave balances to VEBA payments.	87
Payroll--increase due to changes in personnel, step/COLA increases, and a sizeable number of salary study & reclassifications pay adjustments made in 2023, and other non-retirement factors	256
Benefits--increase due to COLA/step increases, salary study & position reclassifications, and changes in benefit costs following collective bargaining medical contribution increases in Jan 2024, as offset by personnel changes	113
Supplies (due to budgeted increases/timing)	46
Services--increase mainly due to $200k in higher Repairs & Maintenance costs due to the budgeted increase and timing of annual software maintenance and license agreement costs in IT ($147k), GIS, Sheriff, Prosecuting Attorney (Axon) & Superior Court. Also due to increases in Operating Rentals & Leases [+$35k - mainly due to higher ER&R budgeted patrol vehicle rental rates charged to CCSO), Communication ($7k), and Travel ($7k). These increases were partly offset by decreases in Professional Services [-$99k - mainly due to $175k drop in Jail Medical professional services due to the termination of the Wellpath contract, lower Treasurer bank fees (-$36k), lower Environmental Health onsite professional services ($23k), and Sheriff Jail (-$68k due to reduced utilization Forks jail and Norpoint Security Services being billed to Superior Court in Q1 under a grant), as partly offset by increases in other areas including Indigent Defense ($24k), Prosecuting Attorney ($10k), Coroner ($27k). Juvenile Services ($21k), Superior Court ($64k--mostly Norpoint Security), and WSU ($43k due to carry over of Q4 2023 WSU MOA payment to 2024)	128
Risk Management Assessment for Insurance Pool (reflects budgeted increase due to 20%+ increase in risk pool insurance costs).	321
Transfers Out increase mainly due to timing as most budgeted 2024 transfers from the General Fund were booked in January, including $484k to IT Capital Projects, $412k to PFF Capital Projects, $67k to Local Crime Victim fund, $17k to Law Library, $70k to Solid Waste, $74k to Flood Control, $123k to Veterans Relief, and $10k to CCSO Honor Guard fund.	440
Capital (timing)	-72
Net Other Expenditure Changes	1
Total Expenditure Increase/(Decrease) over Prior Year	**1,321**

Clallam County General Fund Results
March 2024

March 2024 Full Year Projection vs Annual Budget (rounded to thousands)

	2024 Projected	2024 Original Budget	Over/(Under) Budget
REVENUES:			
Taxes	25,745	26,064	-319
Licenses & Permits	986	929	57
Intergovernmental Revenues	8,670	8,726	-56
Charges for Goods & Services	9,421	9,367	54
Fines & Penalties	754	725	29
Misc Revenue (Interest Inc, Camping Fees, etc)	4,810	4,771	39
Nonrevenues (Sale/Use Tax, Lodging Tax--Parks & Facil)	4	4	0
Other Financing Sources (Other)	1	0	1
TOTAL REVENUE FROM OPERATIONS	**50,391**	**50,587**	**-196**
Transfers In (mainly return of working capital funding previously provided to grant-funded projects)	1,555	1,555	0
TOTAL REVENUE	**51,946**	**52,143**	**-197**
EXPENDITURES:			
Payroll	26,262	27,408	-1,146
Benefits	10,621	11,399	-778
Supplies	1,618	1,765	-147
Services	9,771	10,250	-479
Capital	387	387	0
Payment to Risk Pool	1,963	1,963	0
Debt Service--Leases	163	163	0
TOTAL EXPENDITURES FROM OPERATIONS	**50,785**	**53,334**	**-2,549**
Transfers Out (mainly capital funding/working capital for grant-supported projects, etc)	1,484	1,484	0
TOTAL EXPENDITURES	**52,269**	**54,818**	**-2,549**
NET SURPLUS (DEFICIT) FROM OPERATIONS	**-394**	**-2,747**	**2,353**
NET SURPLUS (DEFICIT)--INCLUDING TRANSFERS IN/OUT	**-323**	**-2,675**	**2,352**
EXPECTED BUDGET UNDERSPEND (SALARIES/BENEFITS, OTHER)		**2,358**	
NET SURPLUS (DEFICIT)--VS ADJUSTED BUDGET	**-323**	**-317**	**-6**
Fund Balance	**13,125**	**12,810**	**315**
Fund Balance as a % of Total Expenditures	**25.8%**	**24.0%**	

APR 2 9 2024

AGENDA ITEM SUMMARY

(Must be submitted NLT 3PM Wednesday for next week agenda)

Department: Prosecuting Attorney's Office

Executive Session ☒ **Meeting Date: 4-29-24 at 3 p.m.**

Item summary:
☒ **Other – Executive Session**

Executive summary:
The Board of County Commissioners, pursuant to RCW 42.30.080, has scheduled a special meeting to be held at 3 p.m., April 29, 2024 in the Commissioner's Board Room, 223 East 4th Street, Port Angeles, Room 160. The purpose of the special meeting is to facilitate an Executive Session with the Prosecuting Attorney's Office, per RCW 42.30.110. No virtual option will be available.

The Executive Session is to discuss the following item(s):

☐ The purchase or sale of real estate

☐ Evaluate the qualifications of an applicant for public employment, or to review the performance of a public employee

☒ Agency matters relating to agency enforcement actions, or to discuss with legal counsel representing the agency litigation or potential litigation to which the agency, the governing body, or a member acting in an official capacity is, or is likely to become, a party...

☐ Collective bargaining...during which the governing body is planning or adopting the strategy or position to be taken by the governing body during the course of any collective bargaining, professional negotiations, or grievance or mediation proceedings, or reviewing the proposals made in the negotiations or proceedings while in progress. (RCW 42.30.140)

The Board of County Commissioners will take no action while in Executive Session but reserves the right to take action at the conclusion of the Executive Session once it is back in open session.

Budgetary impact: (Is there a monetary impact? If so, are funds for this already allocated or is a budget change necessary? If this is a contract and a budget change is necessary, the budget change form must be submitted with the item at work session and for the regular agenda) **If a budget action is required, has it been submitted and a copy attached?** ☐
None.

Recommended action: (Does the Board need to act? If so, what is the department's recommendation?)
Executive Session to discuss litigation settlement.

County Official signature & print name: Dee Boughton, Chief DPA

Date submitted: 4-5-24

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* Work Session Meeting - Submit 1 single sided/not stapled copy
** Regular Meeting – Submit 1 single sided/not stapled copy and originals (1 or 3 copies)

Executive Session Johnson & Johnson Opioid 4-29-24
Revised: 3-04-2019

Questions? Call Loni Gores, Clerk of the Board, ext 2256