



WORK SESSION AGENDA

BOARD OF CLALLAM COUNTY COMMISSIONERS

223 East 4th Street Room 160

Port Angeles, Washington

Monday, April 19, 2021 – 8:00 a.m.

****ATTENTION****

In response to the current Governors order Clallam County has moved Phase 3 of the Healthy Washington Roadmap to Recovery Plan. To be in compliance with the Healthy Washington Roadmap to Recovery Plan the following general requirements for COVID safety for meetings held in the Board of Commissioners Board Room are as follows:

1. All attendees are encouraged to provide contact information on a sign in sheet which will be retained for 28 days for contact tracing purposes.
2. Public seating areas and Board member seating must be arranged to ensure physical distancing is maintained.
3. Meeting attendees must wear a proper face covering and maintain six feet of physical distance between other persons.
4. No food or drink should be consumed in the BOCC Board Room.
5. Meeting organizers shall clean or arrange to have cleaned high-touch surfaces before and after each meeting.
6. Hand sanitizing stations will be available in the BOCC Board Room.
7. Keep doors and windows open where possible to improve ventilation.
8. The Chair of the meeting shall ensure masking and social distancing practices are enforced and practices by all event attendees.

This meeting can be viewed on a live stream at this link:
<http://www.clallam.net/features/meetings.html>

If you would like to participate in the meeting via BlueJeans audio only, call 408-419-1715 and join with Meeting ID: 875 561 784

If you would like to participate in the meeting via BlueJeans video conference, visit www.bluejeans.com and join with Meeting ID: 875 561 784

Public comment and questions can be directed to the Clerk of the Board at 360-417-2256 or agores@co.clallam.wa.us.

****ATTENTION** BOCC will be switching to Zoom video conferencing system in May.**

Administration – 9 a.m.

1. Calendar/Correspondence
2. Agreement with Washington State Military Department for the Operation Stonegarden Grant

Agreement 

Public Works

3. Agreement with Wilson Engineering, LLC. for an analysis for Clallam Bay/Seki Sewer Project

Agreement 

4. Certification of application match for Olympic Discovery Trial – Forks to La Push Project

Certification 

Board of Commissioners

5. Discussion with Prevention Works! – 9:30 a.m.

Discussion 

6. Continued discussion with Serenity House regarding expansion

Continued discussion 

7. Resolution appointing Robert Filip to the Board of Equalization

Resolution 

Community Development

8. Discussion regarding response to the Department of Ecology regarding Shoreline Master Program

Discussion 

Budget

9. Review the “How Did We Do” reports comparing each month’s actual performance against the 2021 Annual Budget

Review 

Board of Commissioners Hearings continued - April 19 at 1 p.m. **Charter Review Recommendations Hearings**

H1. Charter Review Recommendation Hearings:

- 1) Consider increasing monitoring of the Department of Natural Resources (DNR) management of its trust lands by hiring a Forester
- 2) Consider meeting all housing needs by creating permanent housing

Charter Review Recommendations 

General Discussion/Items for Future Agendas

- A. Charter Review Commission recommendation hearing (April 26 at 5 p.m.)
- B. Joint Meeting with the Port of Port Angeles (April 26 at 11 a.m.) – Located at BOCC
- C. FEMA Flood Maps workshop update (May 10 at 10:30 a.m.)

- D. Clallam County Equity Agenda and Resolutions discussion (May 10)
- E. Emergency Operation Center discussion (May TBD)
- F. Noise Ordinance (TBD)

EXECUTIVE 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

- 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.



AGENDA ITEM SUMMARY

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

2
4/19/21

Department: Sheriff

WORK SESSION ☒ Meeting Date: 04/19/21

REGULAR AGENDA ☒ Meeting Date: 04/27/21

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

Item summary:

- | | |
|---|---|
| ☐ Call for Hearing | ☒ Contract/Agreement/MOU - Contract # 11068-21-02 |
| ☐ Resolution | ☐ Proclamation ☒ Budget Item |
| ☐ Draft Ordinance | ☐ Final Ordinance ☐ Other |

Documents exempt from public disclosure attached: ☐

Executive summary:

The Sheriff's Office is awarded the FFY 2020 Homeland Security Grant Program (HSGP) Operation Stonegarden (OPSG) funding to support joint efforts to secure the United States' borders along routes of ingress/egress to and from international borders. This funding amount of \$443,625 for the period 09/01/2020 – 03/31/2023 is shared among local and state agencies as follows:

Clallam County Sheriff's Office - \$196,641.37

Port Angeles Police Department - \$186,515.56

Sequim Police Department - \$36,064.89

WA Dept of Fish & Wildlife - \$24,403.18

The funding is primarily used to fund operational overtime (\$358,313.23), with other funding for equipment, boat fuel, vehicle mileage, indirect costs, and Grant Coordinator salary/benefits.

Budgetary impact: If a budget action is required, has it been submitted and a copy attached? ☒

A budget change form is submitted to receipt and expend the amount expected to be utilized in FY2021. The remainder will be spent in years 2022 and 2023.

Recommended action:

Agreement approval by the Board and signature by the Chair.

Authorize approval of future Amendments to the Agreement by the Administrator as allowed under County Policy 560.5(b). The Administrator's name and title is added to the State's Signature Authorization Form as an authorized person to sign contracts/contract amendments.

County Official signature & print name: W.L. Benedict W.L. Benedict, Sheriff

Name of Employee/Stakeholder attending meeting: Beth Waknitz and Alice Hoffman

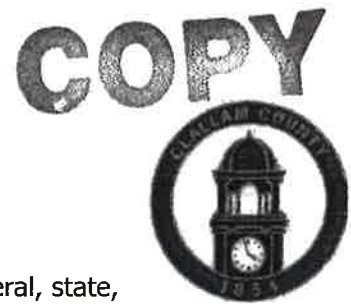
Relevant Departments: Sheriff's Office

Date submitted: 04/4/21

- * 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)

Agenda Item Summary
Revised: 3-04-2019

CLALLAM COUNTY BUDGET CHANGE FORM



Date Submitted: 04/14/2021

Budget Hearing/Meeting Date: 05/25/2021

- ☒ **Supplemental Appropriation** – increased expenditures due to unanticipated federal, state, or local funds
- ☐ **Debatable Emergency** – public emergency other than a non-debatable emergency which could not reasonably have been foreseen at the time of making the budget, requiring the expenditure of money not provided for in the budget.
- ☐ **Non-debatable Emergency** – for the relief of a stricken community requiring immediate address; to meet mandatory expenditures required by law
- ☐ **Budget Revision** – transfers or revisions within departments
- ☐ **Budget Reduction** – a reduction in revenues and/or expenditures

Budget Number xxxxx.xxx.	11068.811	Budget Name	Sheriff - Operation Stonegarden Grant
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REVENUE/SOURCE

BUDGET NUMBER xxxxx.xxx.	DEPT NAME	BARS NUMBER xxxxx.xx.xxxx	ACCOUNT DESCRIPTION	AMOUNT
11068.811	Sheriff – Operation Stonegarden	33397.06.7020	Operation Stonegarden 2020	\$ 169,763
Total				\$ 169,763

EXPENDITURES

BUDGET NUMBER xxxxx.xxx.	DEPT NAME	BARS NUMBER xxxxx.xx.xxxx	ACCOUNT DESCRIPTION	AMOUNT
11068.811	Sheriff – Operation Stonegarden	52120.41.0510	Port Angeles Police Dept	\$ 62,000
		52120.41.0515	Sequim Police Dept	\$ 12,000
		52120.41.0555	WA State Fish & Wildlife	\$ 8,000
		52120.41.5130	Sheriff	\$ 52,000
		59421.64.0010	Machinery & Equip	\$ 33,298
		52120.99.0010	Indirect Cost Charges	\$ 2,465
Total				\$ 169,763

Revenue/Source and Expenditure totals must agree.

REASON FOR BUDGET ACTION:

Funding from 2020 Operation Stonegarden Program Grant award #E21-202 that is anticipated to be expended in FY2020.

County Official Approval: _____

(Obtain Budget Office Approval Prior to Submission to Clerk of the Board)

**Washington State Military Department
HOMELAND SECURITY GRANT PROGRAM AGREEMENT FACE SHEET**

1. Subrecipient Name and Address: Clallam, County of Sheriff's Office 223 East 4th Street, Suite 12 Port Angeles, WA 98362-3000		2. Grant Agreement Amount: \$443,625		3. Grant Agreement Number: E21-202 <i>County #11068-21-02</i>	
4. Subrecipient Contact, phone/email: Alice Hoffman, (360) 417-2257 ahoffman@co.clallam.wa.us		5. Grant Agreement Start Date: September 1, 2020		6. Grant Agreement End Date: March 31, 2023	
7. Department Contact, phone/email: Gary Stumph, (253) 512-7483 gary.stumph@mil.wa.gov		8. Data Universal Numbering System (DUNS): 075739235		9. UBI # (state revenue): 054-004-559	
10. Funding Authority: Washington State Military Department (the Department) and the U.S. Department of Homeland Security (DHS)					
11. Federal Funding Identification #: EMW-2020-SS-00080		12. Federal Award Date: 08/25/2020		13. Assistance Listings # (formerly CFDA) # & Title: 97.067 - 20HSGP (OPSG)	
14. Total Federal Award Amount: \$15,657,838.00		15. Program Index # & OBJ/SUB-OBJ: 703GA, 703GB, 703GF, 703GZ			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) 2020 Homeland Security Grant Program (20HSGP) is to fund state, local, tribal, and territorial efforts to prevent terrorism and prepare the nation for threats and hazards that pose the greatest risk to the security of the United States. 20HSGP provides funding to implement investments that build, sustain, and deliver the core capabilities essential to achieving the National Preparedness Goal of a secure and resilient nation. 20HSGP 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 20HSGP DHS Award Letter for Grant No. EMW-2020-SS-00080, 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 (Attachment D); Budget (Attachment E); Timeline (Attachment F); 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 State Military Department BOILERPLATE APPROVED TO FORM: Dawn C. Cortez Assistant Attorney General (08/11/2020)					
FOR THE SUBRECIPIENT: _____ Signature Date Mark Ozias, Chair Clallam County BOCC APPROVED AS TO FORM (if applicable): <i>Elizabeth Stanley</i> 04/13/2012 Applicant's Legal Review 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	Alice Hoffman	Name	Gary Stumph
Title	Chief Civil Deputy	Title	Program Coordinator
E-Mail	ahoffman@co.clallam.wa.us	E-Mail	gary.stumph@mil.wa.gov
Phone	360-417-2257	Phone	253-512-7483
Name	Elizabeth Waknitz	Name	Gail Cram
Title	Administrative Specialist	Title	Program Manager
E-Mail	ewaknitz@co.clallam.wa.us	E-Mail	gail.cram@mil.wa.gov
Phone	360-417-2393	Phone	253-512-7472
Name	Ron Cameron	Name	
Title	Undersheriff	Title	
E-Mail	rcameron@co.clallam.wa.us	E-Mail	
Phone	360-417-2459	Phone	

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 20HSGP 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 (FY) 2020 Homeland Security Grant Program (HSGP)" document, the FEMA Preparedness Grants Manual document, the DHS Award Letter for Grant No. EMW-2020-SS-00080, 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. 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 20HSGP 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 20HSGP 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 20HSGP 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 (FY) 2020 Homeland Security Grant Program (HSGP)" document, the FEMA

Preparedness Grants Manual document, the *DHS Award Letter for Grant No. EMW-2020-SS-00080* 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 20HSGP 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 (Agreement Face Sheet, Box #2), 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), an indirect cost rate agreement negotiated between the federal cognizant agency for indirect costs and the Subrecipient establishing approved indirect cost rate(s) as described in 2 CFR 200.414 and Appendix VII to 2 CFR 200 must be submitted to the Department Key Personnel. However, under 2 CFR 200.414(f), if the Subrecipient has never received a negotiated indirect cost rate agreement establishing federally negotiated rate(s), the Subrecipient may negotiate a rate with the Department or charge a de minimis rate of ten percent (10%) of modified total direct costs. The Subrecipient's actual indirect cost rate may vary from the approved rate but must not exceed the approved negotiated indirect cost rate percentage for the time period of the expenditures. If a Subrecipient chooses to charge the ten percent (10%) de minimis rate, but did not charge indirect costs to previous subawards, a request for approval to charge indirect costs must be submitted to the Department's Key Personnel for approval with an explanation for the change.
- d. For travel costs, the Subrecipient shall comply with 2 CFR 200.474 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 <http://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) and, once approved, submit those costs 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 (Agreement Face Sheet, Box #6), and the final reimbursement request must be submitted to the Department within forty-five (45) days after the Grant Agreement End Date, 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 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 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. SHSP Subrecipients must participate in the State's Stakeholder Preparedness Review (SPR), the State's Threat and Hazard Identification and Risk Assessment (THIRA), core capabilities assessments, and data calls.
- e. UASI Subrecipients must participate in the UASI SPR and THIRA process.

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 200.318 – 200.326 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 equipment, including the Federal Award Identification Number (FAIN);
 - D. Assistance Listings Number (formerly CFDA number);
 - E. Who holds the title;
 - F. Acquisition date;
 - G. Cost of the equipment and the percentage of federal participation in the cost;
 - H. Location, use and condition of the equipment 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 their 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, 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 categories for 20HSGP are listed on the Authorized Equipment List (AEL) located on the FEMA website at <http://www.fema.gov/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 and 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 HSGP, the Subrecipient must contact the Department Key Personnel for assistance in seeking FEMA approval prior to acquisition.
- d. Unless expressly provided otherwise, all equipment must meet all mandatory regulatory and/or DHS/FEMA adopted standards to be eligible for purchase using federal award funds.
- e. For OPSG Subrecipients, equipment purchased with DHS federal award funds is to be marked prominently with "Purchased with DHS funds for Operation Stonegarden Use" when practicable.
- f. The Subrecipient must pass on 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/environmental-planning-and-historic-preservation-compliance> 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 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

- a. The Subrecipient shall comply with all procurement requirements of 2 CFR Part 200.318 through 200.326 and as specified in the General Terms and Conditions, Attachment B, A.10.
- b. For all sole source contracts expected to exceed \$250,000, the Subrecipient must submit to the Department for pre-procurement review and approval the procurement documents, such as requests 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 of any non-federal entity to which the Subrecipient makes a subaward.

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 agencies 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. 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.
- 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 <http://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 FY 2020 federal preparedness funding, to include 20HSGP, the Subrecipient will ensure all NIMS objectives have been initiated and/or are in progress toward completion. NIMS Implementation Objectives are located at <https://www.fema.gov/media-library/assets/documents/130743>.

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 Areas' 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 enhance 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 (SLTT) 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 twenty-five percent (25%) 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 emergency communications, the Subrecipient must ensure that all projects comply with SAFECOM Guidance on Emergency Communications Grants ensuring the investments are compatible, interoperable, resilient, and support national goals and objectives for improving emergency communications.

Prohibitions on Expending Grant or Cooperative Agreement Funds for Certain Telecommunications and Video Surveillance Services or Equipment: Effective August 13, 2020, DHS/FEMA recipients and subrecipients may not use grant funds under the programs covered by this Manual and provided in FY 2020 or previous years to:

- a. Procure or obtain, extend or renew a contract to procure or obtain, or enter into 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
- b. Enter into contracts or 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). 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 this Manual, applicable appendix to this Manual, and applicable NOFO. DHS/FEMA will publish additional guidance in a subsequent Information Bulletin or similar notice.

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

- a. Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation, (or any subsidiary or affiliate of such entities);
 - b. 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);
 - c. Telecommunications or video surveillance services provided by such entities or using such equipment; or
 - d. 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 People's Republic of China.
4. 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.

5. If funding is allocated to non-DHS FEMA training, the Subrecipient must request prior 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 Policy FP 207-008-064-1, the training must fall within the FEMA mission scope and be included in 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.
6. 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.
7. In support of efforts to enhance capabilities for detecting, deterring, disrupting, and preventing acts of terrorism and other catastrophic events, operational overtime costs are allowable for increased protective security measures at critical infrastructure sites or other high-risk locations and to enhance public safety during mass gatherings and high-profile events. However, 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.
8. Subrecipients should document their preparedness priorities and use them to deploy a schedule of preparedness events in a multi-year Training and Exercise Plan (TEP) or an Integrated Preparedness Plan (IPP). Subrecipients are encouraged to participate in the State's annual Training and Exercise Planning Workshop (TEPW)/Integrated Preparedness Planning Workshop (IPPW) or may conduct their own local/regional TEPW/IPPW. Information related to TEPs and Training and Exercise Planning Workshops (TEPWs), as well as information about 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 20HSGP program funding, the Subrecipient shall comply with all applicable DHS terms and conditions of the 20HSGP Award Letter and its incorporated documents for DHS Grant No. EMW-2020-SS-00080, which are incorporated in and made a part of this Agreement as Attachment C.

**Washington State 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 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. **"Stakeholders Preparedness Report (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 200.93 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 section 1352, title 31, U.S. Code.

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 200.326 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 200.322, 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*," the Department encourages Subrecipients to use, to the greatest extent practicable and consistent with the law, the use of goods, products, and materials produced in the United States in every contract, subcontract, purchase order, or sub-award that is chargeable against federal financial assistance awards.
- 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 200.318 through 200.326. 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 panel 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 panel 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 panel shall, by majority vote, resolve the dispute. Each party shall bear the cost for its panel member and its attorney fees and costs and share equally the cost of the third panel 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

The Subrecipient shall comply with all applicable federal and state non-discrimination laws, regulations, and policies. No person shall, on the grounds of age, race, creed, color, sex, sexual orientation, religion, national origin, marital status, honorably discharged veteran or military status, or disability (physical, mental, or sensory) be denied the benefits of, or otherwise be subjected to discrimination under any project, program, or activity, funded, in whole or in part, under this Agreement.

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 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**

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 parties intend that an independent contractor relationship will be created by this Agreement. 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 by reason of this Agreement, nor will the Subrecipient make any claim, demand, or application to or for any right or privilege applicable to an officer or employee of the Department or of the state of Washington by reason of this Agreement, including, but not limited to, Workmen's 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.

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 and not by reason of this Agreement.

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. 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 UTILIZATION OF MINORITY AND WOMEN BUSINESS ENTERPRISES (MWBE)

The Subrecipient is encouraged to utilize business firms that are certified as minority-owned and/or women-owned in carrying out the purposes of this Agreement. The Subrecipient may set utilization standards, based upon local conditions or may use the state of Washington MWBE goals, as identified in WAC 326-30-041.

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.

**FFY20HSGP Award Documents
EMW-2020-SS-00080**

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-2020-SS-00080

Dear Bret Daugherty:

Congratulations, on behalf of the Department of Homeland Security, your application for financial assistance submitted under the Fiscal Year (FY) 2020 Homeland Security Grant Program has been approved in the amount of \$15,657,838.00. 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)
- Obligor Document (attached to this Award Letter)
- FY 2020 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, DUNS number, EIN and banking information. Please ensure that the DUNS 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.

A handwritten signature in black ink, consisting of a stylized 'C' followed by a horizontal line and a small dot.

CHRISTOPHER PATRICK LOGAN GPD Assistant Administrator

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



AGREEMENT ARTICLES
Homeland Security Grant Program

GRANTEE:
PROGRAM:
AGREEMENT NUMBER:

Washington Military Department
Homeland Security Grant Program
EMW-2020-SS-00080-S01

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Article I - Summary Description of Award

The purpose of the FY 2020 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 \$6,731,000, Urban Area Security Initiative (UASI) funding in the amount of \$6,250,000, and Operation Stonegarden (OPSG) funding in the amount of \$2,676,838. The following counties shall receive Operation Stonegarden subawards for the following amounts: Adams, \$75,000; Clallam, \$455,000; Ferry, \$130,000; Island, \$208,386; Jamestown Sklallam Tribe, \$80,000; Lower Elwha Tribe, \$75,000; Makah, \$77,018; Nooksack, \$110,262; Okanogan, \$250,000; Pend Oreille, \$155,232; Quileute, \$74,825; San Juan, \$165,750; Spokane, \$155,250; Stevens, \$175,000; Swinomish, \$74,115; Whatcom, \$416,000. 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 - Activities Conducted Abroad

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

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

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 IV - Trafficking Victims Protection Act of 2000 (TVPA)

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 V - 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 VI - 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 3000. 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 VII - 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. section 41102) 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 VIII - 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. No. 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 IX - 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.

Article X - 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 XI - Civil Rights Act of 1968

Recipients must comply with Title VIII of the Civil Rights Act of 1968, Pub. L. No. 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 XII - Best Practices for Collection and Use of Personally Identifiable Information (PII)

Recipients who collect 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 personally identifiable information (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 XIII - 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 XIV - Hotel and Motel Fire Safety Act of 1990

In accordance with Section 6 of the Hotel and Motel Fire Safety Act of 1990, 15 U.S.C. section 2225a, 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 the Federal Fire Prevention and Control Act of 1974, (codified as amended at 15 U.S.C. section 2225.)

Article XV - Disposition of Equipment Acquired Under the Federal Award

When original or replacement equipment acquired under this award by the recipient or its sub-recipients is no longer needed for the original project or program or for other activities currently or previously supported by DHS/FEMA, you must request instructions from DHS/FEMA to make proper disposition of the equipment pursuant to 2 C.F.R. Section 200.313.

Article XVI - 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 XVII - DHS Specific 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.

1. Recipients must cooperate with any compliance reviews or compliance investigations conducted by DHS.
2. Recipients must give DHS access to, and the right 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, personnel, and other individuals and information as may be necessary, as required by DHS regulations and other applicable laws or program guidance.
3. Recipients must submit timely, complete, and accurate reports to the appropriate DHS officials and maintain appropriate backup documentation to support the reports.
4. Recipients must comply with all other special reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.
5. Recipients of federal financial assistance from DHS must complete the DHS Civil Rights Evaluation Tool within thirty (30) days of receipt of the Notice of Award or, for State Administering Agencies, thirty (30) days from receipt of the DHS Civil Rights Evaluation Tool from DHS or its awarding component agency. After the initial submission for the first award under which this term applies, recipients are required to provide this information once every two (2) years as long as 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>.
6. 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 XVIII - 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. No. 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 XIX - 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 XX - 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 XXI - Prior Approval for Modification of Approved Budget

Before making any change to the DHS/FEMA approved budget for this award, you must request prior written approval from DHS/FEMA where required by 2 C.F.R. Section 200.308. DHS/FEMA is also utilizing its discretion to impose an additional restriction under 2 C.F.R. Section 200.308(e) 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 DHS/FEMA where the cumulative amount of such transfers exceeds or is expected to exceed ten percent (10%) of the total budget DHS/FEMA last approved. You must report any deviations from your DHS/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 XXII - 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 XXIII - 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 XXIV - Rehabilitation Act of 1973

Recipients must comply with the requirements of Section 504 of the Rehabilitation Act of 1973, Pub. L. No. 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 XXV - 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 prohibits 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 XXVI - 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 statutes, regulations, and guidance governing the participations of faith-based organizations in individual DHS programs.

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 - 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. No. 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 XXIX - Age Discrimination Act of 1975

Recipients must comply with the requirements of the Age Discrimination Act of 1975, Pub. L. No. 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 XXX - National Environmental Policy Act

Recipients must comply with the requirements of the National Environmental Policy Act of 1969 (NEPA), Pub. L. No. 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 XXXI - Assurances, Administrative Requirements, Cost Principles, Representations and Certifications

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 applicable to their program as instructed by the awarding agency. Please contact the DHS FAO if you have any questions.

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.

Article XXXII - 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), Pub. L. No. 107-56, which amends 18 U.S.C. sections 175-175c.

Article XXXIII - 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 XXXIV - 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 XXXV - Universal Identifier and System of Award Management

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 XXXVI - Reporting Subawards and Executive Compensation

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 - Energy Policy and Conservation Act

Recipients must comply with the requirements of the Energy Policy and Conservation Act, Pub. L. No. 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 XXXVIII - 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 XXXIX - 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 XL - 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 XLI - 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 XLII - 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 XLIII - 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 XLIV - Funding Hold: SHSP National Priorities

FEMA has placed a funding hold on the following investments under the national priority areas, and \$1,346,200 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 for, 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 2020 Biannual Strategy Implementation Report (BSIR) in a manner consistent with GPD Information Bulletin No. 447.

Cybersecurity: \$336,550

Soft Targets/Crowded Places: \$336,550

Information Sharing and Cooperation: \$336,550
Emerging Threats: \$336,550

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	\$466,958.85
Fringe Benefits	\$140,087.45
Travel	\$14,076.00
Equipment	\$0.00
Supplies	\$9,134.00
Contractual	\$14,941,867.04
Construction	\$0.00
Indirect Charges	\$85,714.66
Other	\$0.00

Obligating Document for Award/Amendment

1a. AGREEMENT NO. EMW-2020-SS-00080-S01	2. AMENDMENT NO. ***	3. RECIPIENT NO. 916001095G	4. TYPE OF ACTION AWARD	5. CONTROL NO. WX03438N2020T , WX03434N2020T , WX03435N2020T
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6. RECIPIENT NAME AND ADDRESS Washington Military Department Building 20 Camp Murray, WA, 98430 - 5122	7. ISSUING FEMA OFFICE AND ADDRESS FEMA-GPD 400 C Street, SW, 3rd floor Washington, DC 20472-3645 POC: 866-927-5646	8. PAYMENT OFFICE AND ADDRESS FEMA Finance Center 430 Market Street Winchester, VA 22603
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9. NAME OF RECIPIENT PROJECT OFFICER Gail Cram	PHONE NO. 253-512-7472	10. NAME OF FEMA PROJECT COORDINATOR Central Scheduling and Information Desk Phone: 800-368-6498 Email: Askcsid@dhs.gov
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11. EFFECTIVE DATE OF THIS ACTION 09/01/2020	12. METHOD OF PAYMENT PARS	13. ASSISTANCE ARRANGEMENT Cost Reimbursement	14. PERFORMANCE PERIOD <table border="0"> <tr> <td>From:</td> <td>To:</td> </tr> <tr> <td>09/01/2020</td> <td>08/31/2023</td> </tr> <tr> <td>Budget Period</td> <td></td> </tr> <tr> <td>09/01/2020</td> <td>08/31/2023</td> </tr> </table>	From:	To:	09/01/2020	08/31/2023	Budget Period		09/01/2020	08/31/2023
From:	To:										
09/01/2020	08/31/2023										
Budget Period											
09/01/2020	08/31/2023										

1 5. 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	2020-FA-GG02-P410- 4101-D	\$0.00	\$2,676,838.00	\$2,676,838.00	See Totals
Homeland Security Grant Program	97.067	2020-FA-GG01-P410- 4101-D	\$0.00	\$6,731,000.00	\$6,731,000.00	See Totals
Homeland Security Grant Program	97.067	2020-FA-GH01-P410- 4101-D	\$0.00	\$6,250,000.00	\$6,250,000.00	See Totals
			\$0.00	\$15,657,838.00	\$15,657,838.00	\$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)
Gail Cram,

DATE
Sun Sep 13 19:38:31 GMT
2020

18. FEMA SIGNATORY OFFICIAL (Name and Title)

DATE
Tue Aug 25 18:08:42 GMT
2020



SHENAUZ SUBRINA WONG, Assistance Officer

WORK PLAN

FFY20 Homeland Security Grant Program (HSGP) Operation Stonegarden (OPSG)

The OPSG Program 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. State, local, tribal, and territorial (SLTT) 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.

Per the FY20 Preparedness Grants 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; and
- Assist as required with the coordination, management, and operational aspects of the grant.

Attachment E includes the Budget.

The Budget consists of the 20OPSG Operation Order Approval Letter and the Personnel Cap Waiver Approval Letter addressed to Adjutant General Daugherty on behalf of the Subrecipient.

- Personnel expenditures will not exceed 50% of the agreement award unless a waiver has been approved by FEMA. Once a Personnel Cap Waiver Approval Letter is received, the Subrecipient will be held to the personnel amount indicated in the letter. Expenditures above the approved amount will not be reimbursed unless and only after a revised approval letter is received from 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.
- Cumulative transfers between budget categories in excess of 10% of the Grant Agreement amount will not be reimbursed without prior written authorization from the Department. All budget modifications must be validated by USBP concurrence and any applicable approvals.

BUDGET

U.S. Department of Homeland Security
Washington, DC 20473



FEMA

March 24, 2021

Bret Daugherty
Adjutant General
Washington Military Department
Militia Drive, Building 1
Camp Murray, WA 98430-5122

Dear Adjutant General Daugherty:

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: BLWBLW-10-010-Version 0

Fiscal Year: 2020

Amount Approved: \$455,000

Operations Order Dates: 09/01/2020 - 08/31/2023

Recipient: Clallam County

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:	\$281,489.90
Fringe:	\$76,823.33
Equipment:	\$34,007.59
Fuel:	\$12,760.00
Maintenance:	\$0
Mileage:	\$3,079.24
Travel:	\$0
County M&A:	\$22,181.25
State M&A:	\$11,375.00
Indirect Costs:	\$13,283.69
Total	\$455,000.00

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) 674-1136

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Sincerely,

Hugh McCalla on behalf of Lindsey Tomes
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.

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FEMA

October 8, 2020

Bret Daugherty
Adjutant General
Washington Military Department
MS: TA-20 Building 20
Camp Murray, WA 98430-5122

Dear Adjutant General Daugherty:

The Federal Emergency Management Agency (FEMA) has reviewed the request submitted by Washington Military Department (WMD) 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). WMD is retaining 2.5 percent for M&A at \$66,920.95. The following counties have requested to expend up to 85 percent of their total FY 2020 Operation Stonegarden allocations, award number EMW-2020-SS-00080, on operational overtime and related personnel costs.

County	FY 2020 OPSG Allocation	85% PCAP Maximum
Adams	\$75,000.00	\$63,750.00
Clallam	\$455,000.00	\$386,750.00
Ferry	\$130,000.00	\$110,500.00
Island	\$208,386.00	\$177,128.10
Jamestown Sklallam Tribe	\$80,000.00	\$68,000.00
Lower Elwha Tribe	\$75,000.00	\$63,750.00
Makah	\$77,018.00	\$65,465.30
Nooksack	\$110,262.00	\$93,722.70
Okanogan	\$250,000.00	\$212,500.00
Pend Oreille	\$155,232.00	\$131,947.20
Quileute	\$74,825.00	\$63,601.25
San Juan	\$165,750.00	\$140,887.50
Spokane	\$155,250.00	\$131,962.50
Stevens	\$175,000.00	\$148,750.00
Swinomish	\$74,115.00	\$62,997.75
Whatcom	\$416,000.00	\$353,600.00
Total	\$2,676,838.00	\$2,275,312.30

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 therefore 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 percent in personnel costs, they are required to submit a waiver request as described in section III.C.3 of Information Bulletin 421b. Please contact your Preparedness Officer, Lindsey Tomes, at lindsey.tomes@fema.dhs.gov if you have any questions.

Sincerely,



Stacey N. Street
Director
Office of Grants Administration

Cc : Mike O'Hare, Regional Administrator, Region X
Kerry L. Thomas, Director, Preparedness Grants Division
Patrick Marcham, Grants Division Director, Region X
Virginia Warren, Deputy Director, Preparedness Grants Division
Alexander R. Mrazik, Jr., Branch Chief, Preparedness Grants Division
Kimberley Marshall, Section Chief, Preparedness Grants Division
Lindsey Tomes, Preparedness Officer, Preparedness Grants Division

Clallam County Sheriff's Office 20OPSG Timeline

Date	Task
September 1, 2020	Grant Agreement Start Date
March 24, 2021	Operations Order approved by FEMA
September 1, 2021	Estimated date work will begin
NLT January 31, 2022	Submit Reimbursement Request
NLT April 1, 2022	Submit 2022 Indirect Rate Agreement
NLT April 30, 2022	Submit Reimbursement Request
NLT July 31, 2022	Submit Reimbursement Request
NLT October 31, 2022	Submit Reimbursement Request
NLT January 31, 2023	Submit Reimbursement Request
NLT February 24, 2023	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.
March 31, 2023	Grant Agreement End Date. All work ceases.
NLT May 15, 2023	Submit Final Reimbursement Request and Closeout Report. Reports are due before final invoice will be reimbursed.

Grant Performance Period: September 1, 2020 - August 31, 2023

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Budget Summary Overview Clallam County										
Subrecipient/Friendly Force	Operational Overtime	Fringe Benefits	Equipment	Fuel	Maintenance	Mileage	Travel	Indirect	M&A (Subrecipient)	Total
Clallam County Sheriff's Office	\$105,373.31	\$17,915.86	\$33,297.59	\$7,500.00	\$0.00	\$2,980.35	\$0.00	\$7,393.01	\$22,181.25	\$196,641.37
Port Angeles Police Department	\$139,886.67	\$46,628.89	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$186,515.56
Sequim Police Department	\$24,510.72	\$10,745.28	\$710.00	\$0.00	\$0.00	\$98.89	\$0.00	\$0.00	\$0.00	\$36,064.89
WA Dept of Fish & Wildlife	\$11,719.20	\$1,533.30	\$0.00	\$5,260.00	\$0.00	\$0.00	\$0.00	\$5,890.68	\$0.00	\$24,403.18
Subtotal Costs	\$281,489.90	\$76,823.33	\$34,007.59	\$12,760.00	\$0.00	\$3,079.24	\$0.00	\$13,283.69	\$22,181.25	\$443,625.00
SAA M&A										\$11,375.00
Grand Total Cost										\$455,000.00
Award										\$455,000.00

UNCLASSIFIED//FOR OFFICIAL USE ONLY//LAW ENFORCEMENT SENSITIVE



AGENDA ITEM SUMMARY

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

3
4/19/21

Department: Public Works

WORK SESSION ☒ Meeting Date: 4/19/21

REGULAR AGENDA ☒ Meeting Date: 4/27/21

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 Request for Proposal |

Documents exempt from public disclosure attached: ☐

Executive summary:

Clallam County Public Works (CCPW) released an RFP for a value planning analysis of wastewater collection and treatment capital planning for the Clallam Bay and Sekiu Sewer. Two proposals were received and after interviews were conducted, Wilson Engineering, LLC was selected. The contract to be signed includes: a value analysis of the capital improvement plan (CIP) from the 2018 Waste Facilities Plan, financial analysis of current and proposed CIP with regards to rate management, and an amendment to the 2018 Wastewater Facilities Plan.

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 value planning analysis, including staff time, will be funded through the Department of Ecology's (Ecology) Clean Water State Revolving Fund obtained in 2019, mainly a \$100,000 forgivable loan. This amount has been included in the '21 budget for PW-Clallam Bay-Sekiu Sewer.

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

Sign the attached contract (Personal Services Agreement) with Wilson Engineering, LLC.

County Official signature & print name:  Ross Tyler

Name of Employee/Stakeholder attending meeting: Meggan Uecker

Relevant Departments: _____

Date submitted: 4/14/2021

* 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)



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: Wilson Engineering, LLC
 Address: 805 Dupont Street, Suite 7
 Bellingham, WA 98225
 Phone N^o: 360-733-6100

(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) – Business License and Certificate of Insurance

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 27th day of April 2021 and shall, unless terminated as provided elsewhere in the Agreement, terminate on the 31st day of December 2021.

IN WITNESS WHEREOF, the parties have executed this Agreement on this _____ day of _____ 20_____.

CONTRACTOR

BOARD OF CLALLAM COUNTY COMMISSIONERS

Mark Ozias, Chair

Print name: _____

Title: _____

Date: _____, 20_____

ATTEST:

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

 Loni Gores, Clerk of the Board

Originals: BOCC
 Vendor
 Initiating Department
 Copies: 5

See attachment: Scope of Work

SCOPE OF WORK

COMPENSATION

1. ☐ **a. FIXED FEE FOR SERVICE:** For services rendered, the County shall pay to the Contractor a fixed fee of _____ DOLLARS (\$) 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) _____.

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

See Attachment: Billing Rates

Hourly Rate

varies

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 SEVENTY-NINE THOUSAND AND FIVE HUNDRED DOLLARS (\$79,500) 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: Meggan Uecker
Title: Utility Program Manager
Address: 223 E. 4th St., Ste. 6
Telephone: 360-417-2441
E-mail: muecker@co.clallam.wa.us
Fax: 360-417-2513

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
	\$2,000,000 aggregate
Property damage	\$ per occurrence
	\$ aggregate
- ☒ **ERRORS AND OMISSIONS or PROFESSIONAL LIABILITY with an Extended Reporting Period Endorsement (two year tail)**

	\$1,000,000 per occurrence
--	----------------------------
- ☒ **WORKERS COMPENSATION:**

	Statutory amount
--	------------------

- ☐ AUTOMOBILE: coverage on owned, non-owned, rented and hired vehicles
- | | | |
|---|----|----------------|
| Bodily injury, liability, including death | \$ | 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):.

The goal of this project is to provide value planning for the wastewater projects identified in the 2018 Clallam Bay / Sekiu General Sewer & Wastewater Facilities Plan (2018 Plan). Amendments to the 2018 Plan will be per WAC 173-240, and specifically WAC 173-240-50 and 173-240-060. Value Planning amendments to the 2018 Plan will be prepared as part of this project evaluating both the wastewater collection system and the wastewater treatment system, updating the Capital Improvements Program (CIP), and assisting with the analysis of sewer revenue and user rate planning. The project will also include stakeholder communication to effectively involve all parties with an interest or involvement in the proposed projects. This scope of work assumes that the majority of the 2018 Plan is accurate and still relevant.

Task 1 - Project Management/Coordination/Meetings

This task covers the effort necessary to organize, lead, communicate with and coordinate all team members, subconsultants, and County staff needed to accomplish the work. Significant tasks include:

1. Coordinate the work of team members for project roles, schedules, budgets, and production and quality assurance/quality control (QA/QC) of all final documents.
2. Prepare agendas, meeting notes for meetings with County staff.
3. Prepare monthly invoices and progress reports with schedule and budget status.

Milestones/deliverables include monthly billing statements and meeting minutes as necessary.

Task 2 - Background Information / Existing Facilities Research

Under this task we will review and verify all background information on the existing sewer system and treatment plant, as well as the 2018 Plan, to gain a complete understanding of the process and the infrastructure as well as the status of ongoing or recent projects. This includes review of record drawings, previous Sewer Plans, previous WWTP Facility Plans, maps, interviews with County staff and other relevant data to understand the existing collection system and WWTP, and their operations. Also included is an evaluation of boundaries, Sewer Service Areas, and Growth Management Implications.

The deliverable will be updates to the existing conditions sections of the 2018 Plan in the form of an amendment.

Task 3 - Regulatory Requirements

This task includes verification and identification of all federal, state, county, and local regulations that affect the planning and design of anticipated sewer system or wastewater treatment plant improvements. The task will also include a review of the current Department of Ecology NPDES permit and anticipated future permit regulations including the new Nutrient Removal requirements. An updated SEPA checklist and agency coordination for determination will be included in the plan as part of this task.

This task will also include a review of available funding options.

The deliverable will be a summary of regulatory requirements and funding options presented as an amendment to the 2018 Plan.

Task 4 - Flows and Loadings Evaluation

Work under this task will verify and update the flows and loadings sections of the 2018 Plan considering existing and projected flows and loadings in the collection system and wastewater treatment plant. Flow and load projections from the 2018 Plan will be updated based on this new analysis. This evaluation and projection of future flows and loadings will be used to review the existing and potentially new alternatives in terms of sizing and treatment effectiveness.

The deliverable will be an update to the flows and loadings and projection of future flows and loadings section of the 2018 Plan presented in an amendment.

Task 5 - Treatment Plant Evaluation

This task will verify and, as necessary, re-evaluate the existing treatment plant and its components with respect to capacity, performance, reliability, redundancy, and compatibility with future regulations and growth. Included in this evaluation will be in-person inspection and a verification of staffing, infiltration and inflow, receiving waters, and land requirements.

The deliverable will be updates to the 2018 Plan as necessary in the form of an amendment.

Task 6 - Wastewater Collection System Evaluation

This task includes verification of the 2018 Plan evaluation and, as necessary, re-evaluation of the sewer collection system. The evaluation will consider regulatory compliance, accommodation to growth projections, pumping systems, sewer outfall, and infiltration and inflow. Each component will be evaluated for performance, condition and capacity. No sewer collection system modelling, flow monitoring, or I&I investigations are included in this scope at this time.

The deliverable will consist up updates to the relevant sections of the 2018 Plan presented as an amendment.

Task 7 - Alternatives Analysis

This task effort will re-evaluate existing alternatives presented in the 2018 Plan and explore additional alternatives for both the collection system and treatment plant improvements. Work will include updating the design criteria and re-evaluating alternatives for treatment effectiveness, cost effectiveness, reliability, operations and maintenance, redundancy, site considerations, and capacity for current and future flows and loadings. The task will also include providing additional detail and prioritization of the CIP project lists presented in the 2018 Plan. Work under this task will provide updates to the 2018 Plan for all recommended improvements to the collection system and wastewater treatment plant. Based on the alternatives analysis, a final recommendation will be made for the selected alternative. The final recommendations will include the necessary sizing and design calculations, conceptual site layouts, and other miscellaneous information if new alternatives are selected.

This task will also include an addition to the 2018 Plan for planning of nutrient removal upgrade alternatives to prepare for future Total Inorganic Nitrogen limits anticipated as part of the DOE NPDES permit and Nutrient General Permit. Nutrient removal planning will be incorporated into existing and new wastewater treatment plant alternatives. The existing plant will be evaluated for its current effectiveness at nutrient removal and a nutrient testing program will be implemented.

As part of this task, research and discussion will be performed for cost-benefit opportunities such as shared service agreements and regional partnerships.

Milestones/deliverables include a review and workshop with County staff and other stakeholders as necessary, and updates to the wastewater treatment alternatives sections and CIP projects of the 2018 Plan in the form of an amendment.

Water Reclamation and Reuse Evaluation

No water reclamation or reuse evaluation will be performed as part of this task.

Task 8 - Financial Analysis

This task will verify and re-evaluate cost estimates presented for alternatives and CIP projects in the 2018 Plan. Cost estimates will also be presented for any new alternatives evaluated. This task will estimate and describe the anticipated construction, engineering, permitting, and operations costs. Estimates will be evaluated for each treatment alternative in present worth dollars and over a 20-year life cycle cost.

The task also includes a review of sewer rate structure and revenue planning. We will prepare a sewer budget template including (1) existing operations costs as presented in the 2018 plan and as modified by County input, (2) projected CIP costs, (3) projected debt payments, (4) regular revenues, and (5) connection fees. We will evaluate cost of service and cost of “buying” a service connection. The template will allow for sensitivity analyses for setting rate increases over time, dependent on debt payments.

The deliverable will consist of updates to the 2018 Plan cost estimates plus the addition of any new estimates of new proposed alternatives and a budget template, presented as an amendment.

Task 9 - Stakeholder Engagement

This task includes stakeholder communication to effectively involve all parties with an interest or involvement in the proposed projects. This task includes communication, including presentations as appropriate, with elected officials and relevant non-Public Works County staff, the Clallam Bay Corrections Center, Department of Ecology, the Sewer Advisory Committee, and staff (operators & engineers). The task also includes presenting to and keeping the community rate payers informed on potential projects and costs. As part of this task a simple website will be maintained to update stakeholders on the status of projects.

This task assumes the following meetings and presentations:

- Virtual attendance (via Zoom, Bluejeans, or similar) at approximately Ten (10) County Council or Sewer Advisory Committee meetings.
- Two (2) virtual presentations as necessary to County Council, Sewer Advisory Committee, or town hall meetings.
- Two (2) in-person presentations as necessary to County Council, Sewer Advisory Committee, or town hall meetings.

This task includes planning level engagement with the Department of Corrections in pursuit of a joint facility. An extensive engagement effort is not included at this time, but can be added if a joint partnership seems viable.

The website prepared and hosted for this project as a subdomain to the www.wilsonengineering.com website, e.g., www.wilsonengineering.com/clallambaysekiusewer/

Task 10 - Miscellaneous Tasks

The following miscellaneous tasks will be included in the amendment to the 2018 Plan:

1. Map and Exhibit Preparation
2. SEPA Checklist Update

Approximate Project Schedule

TASK	COMPLETION
Notice to Proceed	Monday, April 26, 2021
Gather and review background information	Monday, May 17, 2021
Review planning info, update planning period and projections	Monday, May 31, 2021
Evaluate plant and alternatives and nutrient removal options	Wednesday, June 30, 2021
Prepare draft amendment and present to Clallam County	Friday, July 23, 2021
Address Clallam County Comments	Friday, August 06, 2021
Review from Clallam County & Submit amendment to DOE	Tuesday, August 10, 2021
Address DOE Comments (assuming 17 days, but up to 60 days)	Friday, August 27, 2021
Final review from Clallam County & Submit final amendment to DOE	Wednesday, September 01, 2021

ENGINEERING COSTS

TASK	COST
Task 1 – Project Management	\$5,000
Task 2 – Background Information	\$9,000
Task 3 – Regulatory Requirements	\$4,000
Task 4 – Flows and Loadings Evaluation	\$5,000
Task 5 – Treatment Plant Evaluation	\$12,000
Task 6 – Wastewater Collection System Evaluation	\$9,000
Task 7 – Alternatives Analysis	\$17,000
Task 8 – Financial Analysis	\$9,000
Task 9 – Stakeholder Engagement	\$7,000
Task 10 – Miscellaneous Tasks	\$2,500
Total Cost	\$79,500

Billing rates for work performed January 1 - December 31, 2021:

Principal Engineer	\$174
Senior Engineer	\$168
Engineer IV	\$158
Engineer III	\$145
Engineer II	\$135
Engineer I	\$124
Environmental / Permit Technician	\$92
Senior CAD Design Technician	\$110
CAD Design Technician	\$92
Inspector	\$97
Clerical	\$78
Senior Professional Land Surveyor	\$168
Hydrographer	\$180
Professional Land Surveyor	\$160
Senior Survey Technician	\$122
Survey Technician	\$97
1-Person Survey Crew	\$145
2-Person Survey Crew	\$215
3-Person Survey Crew	\$270
3-D Scanning Survey Crew	\$280
Hydrographic Survey Crew	\$320
1-Person Survey Crew Prevailing Wage	\$170
2-Person Survey Crew Prevailing Wage	\$265
3-Person Survey Crew Prevailing Wage	\$350

Sub-consultants – reimbursed at cost plus 8%

Reimbursable direct expenses – reimbursed at cost plus 8% - include (but are not limited to) the following:

- Project application fees and project permit fees
- Publication of notices
- Reproduction of drawings and construction documents
- Postage and shipping
- Direct expenses for travel, meals and lodging outside of Whatcom and Skagit Counties
- Mileage at project-current IRS mileage rate
- Specialized Equipment Rental, at rental rate



STATE OF
WASHINGTON

BUSINESS LICENSE

Limited Liability Company

WILSON ENGINEERING, L.L.C.
805 DUPONT ST STE 7
BELLINGHAM, WA 98225-3128

UNEMPLOYMENT INSURANCE - ACTIVE
TAX REGISTRATION - ACTIVE

Issue Date: Mar 19, 2021
Unified Business ID #: 602028073
Business ID #: 001
Location: 0001
Expires: Apr 30, 2022

INDUSTRIAL INSURANCE - ACTIVE

CITY ENDORSEMENTS:

BELLINGHAM GENERAL BUSINESS #025356 - ACTIVE
BLAINE GENERAL BUSINESS - NON-RESIDENT - ACTIVE
SEDRO WOOLLEY GENERAL BUSINESS - NON-RESIDENT - ACTIVE
FRIDAY HARBOR GENERAL BUSINESS - NON-RESIDENT #102959 - ACTIVE
MOSES LAKE GENERAL BUSINESS - NON-RESIDENT #BUS2013-09169 - ACTIVE
FERNDAL GENERAL BUSINESS - NON-RESIDENT #65374 - ACTIVE

LICENSING RESTRICTIONS:

Not licensed to hire minors without a Minor Work Permit.

REGISTERED TRADE NAMES:

WILSON ENGINEERING

This document lists the registrations, endorsements, and licenses authorized for the business named above. By accepting this document, the licensee certifies the information on the application was complete, true, and accurate to the best of his or her knowledge, and that business will be conducted in compliance with all applicable Washington state, county, and city regulations.

Vikki Smith

Director, Department of Revenue

STATE OF WASHINGTON

UBI: 602028073 001 0001

Expires: Apr 30, 2022

WILSON ENGINEERING, L.L.C.
805 DUPONT ST STE 7
BELLINGHAM, WA 98225-3128

UNEMPLOYMENT INSURANCE -
ACTIVE
INDUSTRIAL INSURANCE - ACTIVE
TAX REGISTRATION - ACTIVE
BELLINGHAM GENERAL BUSINESS
#025356 - ACTIVE
BLAINE GENERAL BUSINESS -
NON-RESIDENT - ACTIVE
SEDRO WOOLLEY GENERAL
BUSINESS - NON-RESIDENT -
ACTIVE
FRIDAY HARBOR GENERAL
BUSINESS - NON-RESIDENT #102959
- ACTIVE
MOSES LAKE GENERAL BUSINESS -

Vikki Smith

Director, Department of Revenue



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/11/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Hall & Company 19660 10th Ave NE Poulsbo WA 98370	CONTACT NAME: Jim Ledbetter	FAX (A/C, No): 360-598-3703	
	PHONE (A/C, No, Ext): 360-626-2019	E-MAIL ADDRESS: jledbetter@hallandcompany.com	
INSURED Wilson Engineering LLC 805 Dupont Street, Suite 7 Bellingham WA 98225	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: Argonaut Insurance Company		19801
	INSURER B:		
	INSURER C:		
	INSURER D:		
	INSURER E:		
	INSURER F:		

COVERAGES**CERTIFICATE NUMBER:** 1924893141**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) ☐ Y ☐ N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				PER STATUTE ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Professional Liab; Claims Made			121AE000418801	6/1/2020	6/1/2021	Per Claim Aggregate \$2,000,000 \$4,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER**CANCELLATION**

Proof of Insurance

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Matthew L. Copus

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AGENDA ITEM SUMMARY

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

4
4/19/21

Department: Public Works/Roads

WORK SESSION ☒ **Meeting Date: April 19, 2021**

REGULAR AGENDA ☒ **Meeting Date: April 27, 2021**

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: Certification of Applicant Match |

Documents exempt from public disclosure attached: ☐

Executive summary:

In 2020, the Public Works/Road Department submitted a grant application to the Washington State Recreation and Conservation Office (RCO) under the Washington Wildlife and Recreation Program (WWRP) to support trail corridor land acquisition for the Olympic Discovery Trail (ODT) between US 101 in Forks and the Olympic National Park (ONP) boundary along the SR 110 that is needed to complete the planned western terminus of the ODT connecting the communities of Forks and La Push as well as the Second Beach and Third Beach trailheads within ONP. The submitted application was based on an estimated project cost of \$1,207,275, with a RCO grant request of \$905,456 (75% of project cost) and a county match of \$301,819 (25% of project cost).

The County's project was ranked #1 out of 29 project applications by the RCO project ranking committee and RCO Funding Board. The RCO Funding Board plans to award grant funding at its June 2021 meeting, pending approval of the state capital budget. Based on the funding levels under consideration by the state legislature for RCO grants, it is anticipated that the County's request of \$905,456 will be fully funded. To maintain eligibility for funding, Clallam County must submit a Certification of Applicant Match by May 10, 2021.

The ODT-Forks to La Push project is included in the adopted Clallam County 6-Year (2021-2026) Transportation Improvement Program and the Clallam County 2021 Annual Construction Program.

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?** ☐

A budget revenue change for the Road Fund for the expected \$905,456 of new grant funding will be submitted following awarding of the grant. The County's 25% project match estimated to be \$301,819 will be met by a combination of: (1) \$150,000 Clallam County Lodging Tax Grant, (2) \$20,000 donation from the Peninsula Trails Coalition (PTC); and (3) \$131,819 thru a combination of

* 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)

BOCCAagenda_Cert of Match (Apr 2021)
Revised: 3-04-2019

in-kind (e.g., staff time) and County cash match (e.g., road fund, REET). The LTAC funding for this project has been allocated in the 2021 County budget. A budget revenue supplement will be needed once the County receives the PTC donation revenue. The balance of the needed match will include both Department in-kind labor and other allocated funding in the Public Works – Roads Fund.

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

Approve the attached Certificate of Applicant Match form and authorize the Chair to sign.

County Official signature & print name: 

Name of Employee/Stakeholder attending meeting: Steve Gray

Relevant Departments: Public Works/Roads

Date submitted: April 14, 2021

* 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)

Certification of Applicant Match

Organization Name Clallam County

Project Name Olympic Discovery Trail Forks to La Push

Project Number 20-1494 ACQ

The sources and amounts of our matching share will be:

Source of Match – Non-Grant	Amount
Appropriation - Local	\$ 109,819
Sponsor - Labor	\$ 22,000

Source of Match – Grant	Additional Information about Grant	Amount
Local	Clallam Co. Lodging Tax Grant	\$ 150,000
Private	Peninsula Trail Coalition Grant/Donation	\$ 20,000

Total: \$ 301,819

As the authorized financial representative for the above identified organization, I hereby certify that the sponsor matching resources are available for the project referenced above. I further acknowledge that our organization is responsible for supporting all non-cash commitments and donations should they not materialize.

Signature _____

Printed Name _____

Title Chair of the Board of Clallam County Commissioners

Date _____



AGENDA ITEM SUMMARY

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

5
4/15/21
@930

Department: BOCC

WORK SESSION ☒ Meeting Date: 4-19-21 @930am

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 - Presentation |

Documents exempt from public disclosure attached: ☐

Executive summary:

Prevention Works Child Care Task Force and the Clallam County Economic Development Council Child Care Alliance will be presenting information and statistics regarding the CHILD CARE CRISIS in Clallam County.

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?)
Presentation on information and statistics regarding the Child Care Crisis in Clallam County.

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

Name of Employee/Stakeholder attending meeting: Board of Commissioners, Joy Sheedy, Yvette Cline and Lynn Keenan – Prevention Works!

Relevant Departments: Board of Commissioners

Date submitted: April 12, 2021

* 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)



Child Care in Clallam County

Early Findings From the
Child Care Alliance Exploration Project
Clallam County Economic Development Council

EDC



An Industry with Presence

Economic Impact

Child Care is an Economic Driver Wherever it Takes Place

Its Service Industries of Comparable Size Include

Medical and Diagnostic Labs: \$47.2 Billion

Spectator Sports: \$46.4 Billion

Water Transportation: \$43.3 Billion

\$47.2 Billion

National revenues generated by
child care providers creating...

**1.52
Million**

Wage and Salary Jobs and Self-
Employed Workers

More Than Double the
Revenue

+

Add a Third Again as
Many Jobs in

Spillover

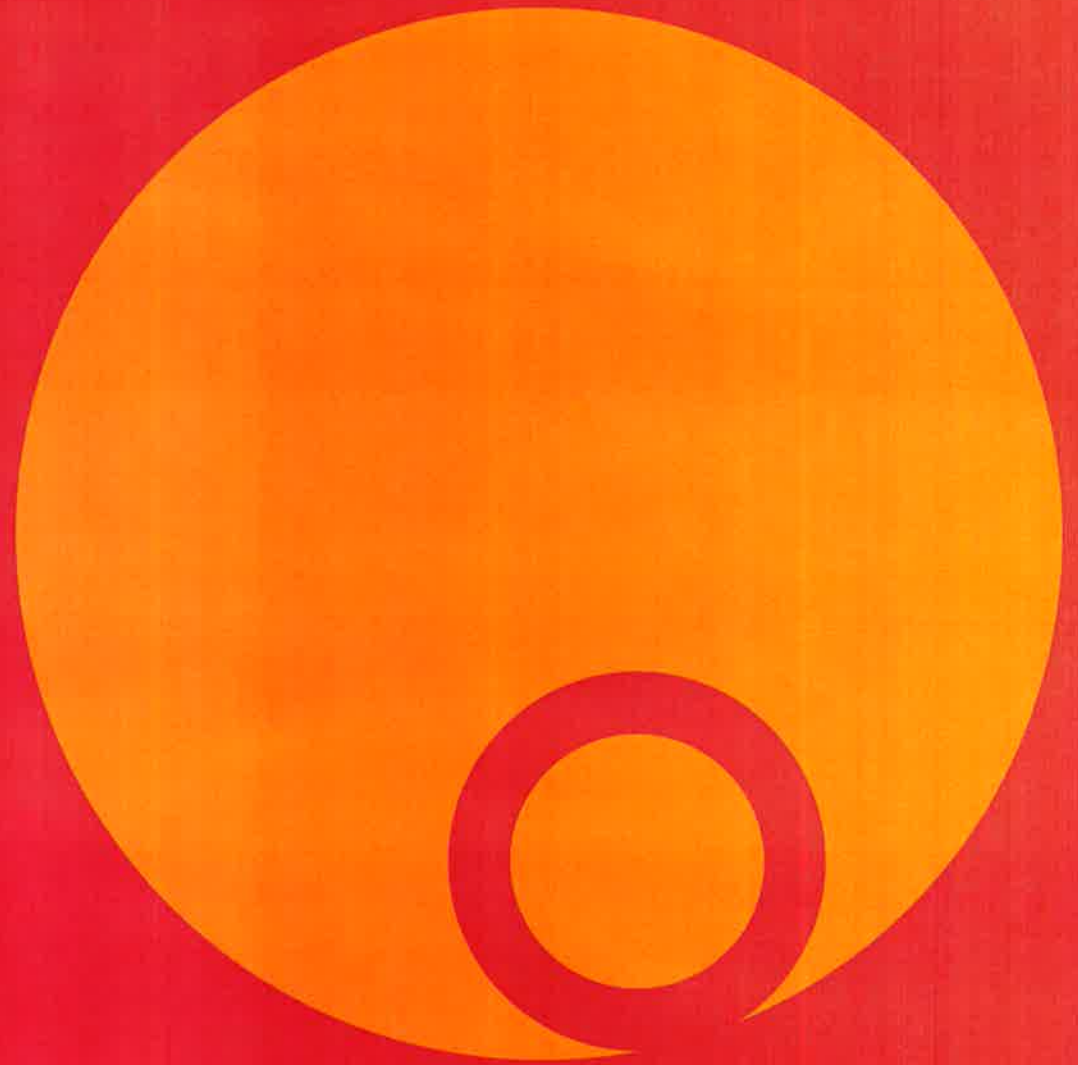
Creating a 100 Billion Dollar Industry
Generating
2 Million Jobs
Nationwide

Child Care's SUPERPOWER:

Child Care assures and increases
participation in the labor force and

participation in the training and
education of the workforce.

Accessible and affordable child care may especially encourage
low-wage,
low-skilled parents to maintain their connection to the workforce
and/or upgrade their skills through education and training.



DCYF

Dept. of Children,
Youth & Families
**Licensors/
Regulators/
Payor**

**SEIU
Local 925**

**Represent Family
Home Child Care
Providers**

**Economic
Development
Council**

**Alliance-building
Promotion**

**20
LICENSED
CHILD CARE CENTERS
&
TRIBALLY CERTIFIED
CHILD CARE CENTERS**

Sunshine and Rainbows
Comfort and Cozy
Chi Cho Otsk Ati
Bibity Bobity
Country Acre

**20
LICENSED
FAMILY HOME
CHILD CARES**

Family Affair Daycare
At a Child's Pace
Cedar Lane Farm
AJ's

**ECE
Program
Peninsula College
Educating Child
Care Providers**

**5
OUT OF
SCHOOL TIME
CHILD CARE
PROVIDERS**

Shore Aquatic Center
Boys & Girls Club
YMCA

**Prevention
Works!
Advocates/
Allies**

**13
CO-OPS,
PRESCHOOLS,
AND PLAYGROUPS
(Not Licensed)**

Crescent Cooperative Preschool
Little Rhythms Learning Cntr
Kaleidoscope Play
and Learn

**Child Care
Aware**

**Trainers
Mentors
Referrals**

Clallam County
currently has approximately
1,068 licensed child care slots.

Forty-five percent of 3,400 is 1,530.

This leaves us approximately
462 slots short of the child care
availability we need to fit national
and state child care use models
with some additional space for
those newly arriving.

National-State-Local

Determining Use and Gaps



3,400 Children Under Age 5 in County



Approximately 40% of Surveyed Parents Use Some
Form of Paid Child Care as the Primary Care of
Children but a slight increase may be helpful to
account for employees who are new to the area.

Completely Out of Degrees of Freedom

Parents Can't Afford to
Pay More

Providers Can't Afford to
Make Less

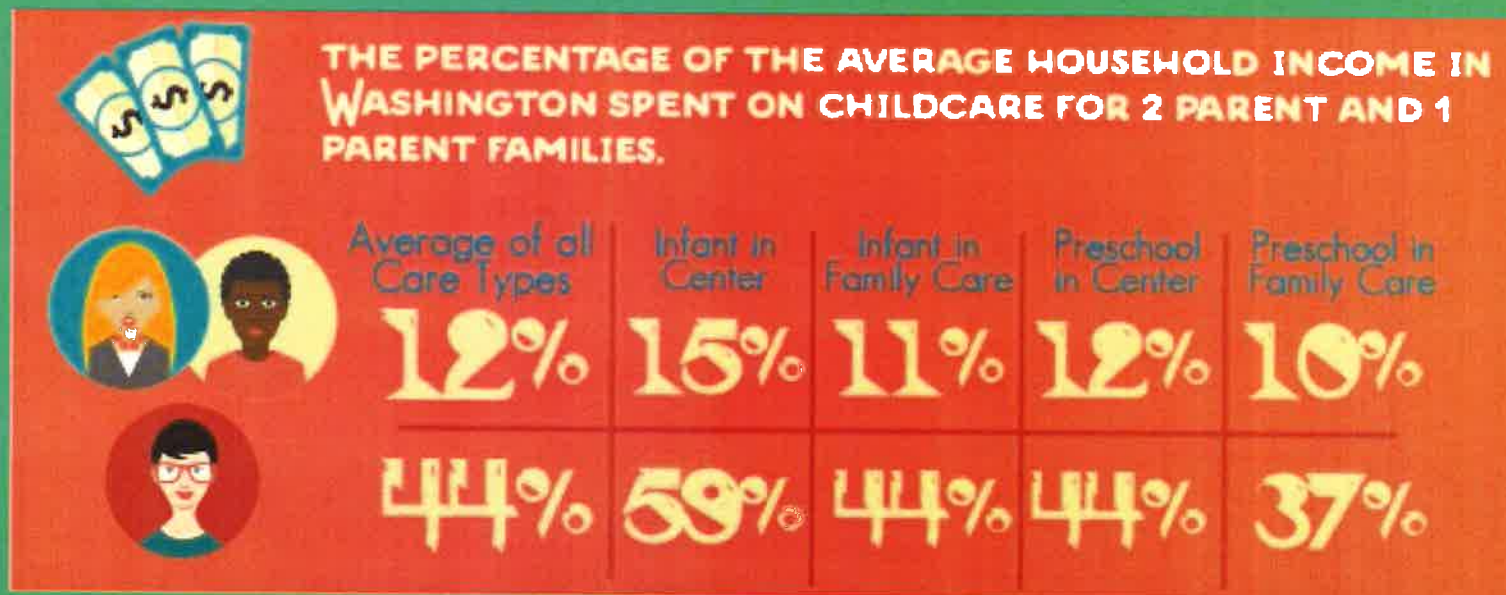
Paying for Child Care

Outpacing the Cost of Living

In Washington State, the cost of one year of child care is higher than the cost of in-state college tuition.

AVERAGE ANNUAL CHILD CARE
COST ACROSS ALL KINDS OF CARE
IN WASHINGTON: \$11,974.33

AVERAGE ANNUAL CHILD CARE
COST FOR AN INFANT IN
WASHINGTON: \$14,844.00



WASHINGTON PARENTS OF YOUNG CHILDREN TALKED ABOUT CHILD CARE AND EMPLOYMENT...



34%

Fully a third of parents report child care issues have negatively affected their jobs.



46%

Nearly half have had to take time off due to child care issues.



39%

More than a third report reducing their hours or days worked due of child care issues.



18%

Nearly 1 in 5 reported passing up a promotion or job offer due to child care issues.

This number was higher for rural residents.

47%

Percentage of job seekers who say they want to work full or part time but child care issues hinder it.

Living on Child Care Wages

3rd Percentile

Most child care employees are earning at the third percentile of Washington's income range. At a typical monthly income of about \$2,400.00, child care workers earn 43% of the State's median wage.



High Turnover
Low Socioeconomic
Mobility

In the highly regulated environment of licensed child care centers--with their strict teacher/child ratios and detailed floor plans--owner/employers fight an uphill battle to manage business for their own living wage, health insurance coverage, profit, and life balance.

Why Can't Child Care Be Viable?

Expenditure Categories	Subtotals	Income	Expenses	Profit/Loss
40 kids x \$12,000.00/yr		\$ 480,000.00		
Rent, utilities			\$ 40,000.00	
Supplies, food, administrative			\$ 110,400.00	
Personnel			\$ 361,284.00	
Lead Teacher @ \$16.00/hr	\$ 37,536.00			
Lead Teacher @ \$16.00/hr	\$ 37,536.00			
Lead Teacher @ \$16.00/hr	\$ 37,536.00			
Assistant Teacher at \$14.00/hr	\$ 32,844.00			
Assistant Teacher at \$14.00/hr	\$ 32,844.00			
Assistant Teacher at \$14.00/hr	\$ 32,844.00			
Assistant Teacher at \$14.00/hr	\$ 32,844.00			
Assistant Teacher at \$14.00/hr	\$ 32,844.00			
Assistant Teacher at \$14.00/hr	\$ 32,844.00			
Director at \$22.00/hr	\$ 51,612.00			
TOTALS	\$ 361,284.00	\$ 480,000.00	\$ 511,684.00	\$ (31,684.00)

Fair Start for Kids Act

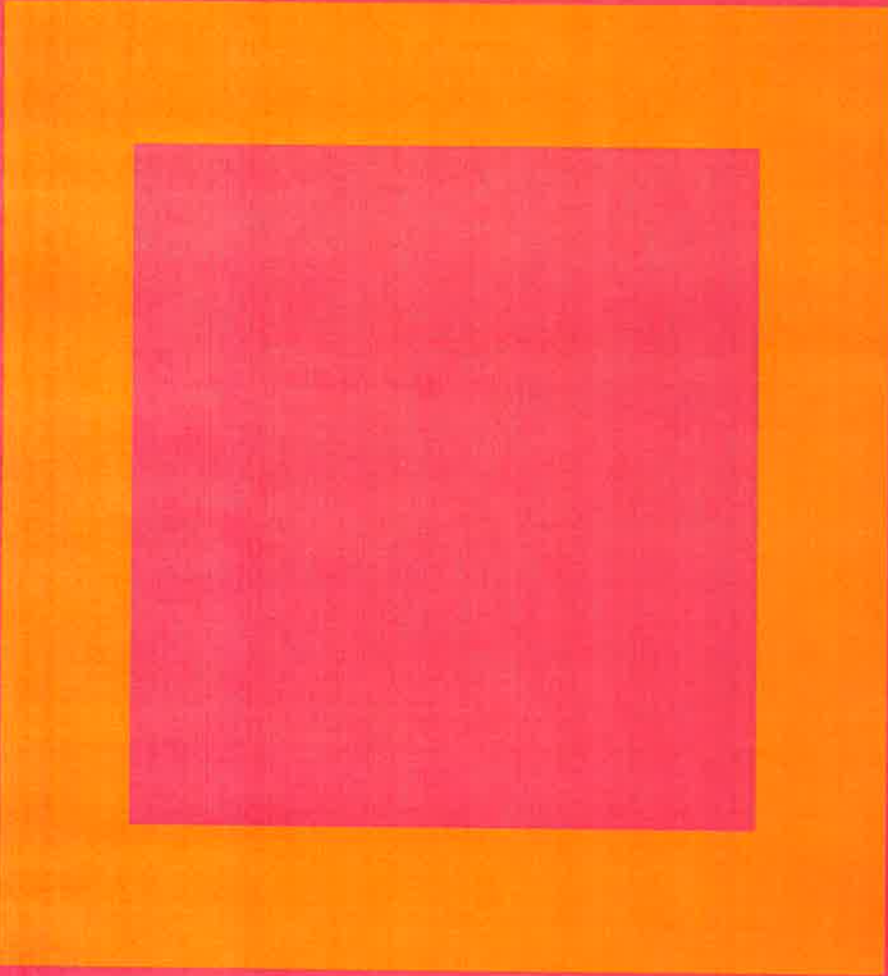
Relief for Child Care Professionals



Increased Child Care
Subsidy Rates



Expand Access to Health
Insurance for Providers



Fair Start for Kids Act

Relief for Parents



Increase the Number of
People Who are Eligible
for Subsidies



Decrease Copays for
Those Who Use
Subsidies



So there is HOPE!

Legislation Works!

But a growing dynamic
remains...

#1

Shrinking Child Care Workforce



6
4/19/21

AGENDA ITEM SUMMARY

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

Department: BOCC

WORK SESSION ☒ **Meeting Date:** 4-19-21

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 - update |

Documents exempt from public disclosure attached: ☐

Executive summary:

Continuation of the discussion regarding the funding shortfall of the Serenity House expansion.

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?** ☐

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

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

Name of Employee/Stakeholder attending meeting: Board of Commissioners and Serenity House of Clallam County

Relevant Departments: Board of Commissioners

Date submitted: April 13, 2021

* 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)

Serenity House discussion 4-19-21.docx
Revised: 3-04-2019

Johnson, Randy

From: Sharon Maggard <sharon.maggard@serenityhouseclallam.org>
Sent: Monday, April 12, 2021 5:41 PM
To: Peach, Bill; Johnson, Randy; Mark Ozias; Gores, Alanna; LoPiccolo, Kevin; Allyson Brekke; bklarsen88@msn.com; Johnny Ankrom; Kate Dexter
Subject: Fw: Your VIPTOGO Quote is Here! [16960]
Attachments: viptogo-doc.pdf; VIP-8-Station-Shower.pdf; vip-styles.pdf; New 2021 Shelter Ops Budget.xlsx

*** EXTERNAL EMAIL *** This message was sent from outside our County network.

Hello all

Thank you for the opportunity to present this morning at the Commissioner meeting. It was a pleasure to meet some of you.

Per your request, I have attached a spread sheet showing all known costs associated with the expansion in tab one, and all our operating expenses and awarded and pending grants in tab 2. I was glad to hear that you would prefer us to be a 24X7 shelter. SHCC will continue to write grants to support the community homeless and maintain the current shelter programs.

SHCC cannot speak for the city on how soon a permit can be issued or how quickly I can get a new schedule with Hoch Construction. I will need real permit before the contractor reschedules. I begged last week to let us break ground not to lose the schedule but that is days past.

SHCC reached out to Emma Bolin today to start the legal document required by the city for bathrooms. This document will commit Serenity House to roughly 50K to rent shower trailer during the occupancy of the addition. I did include the restroom design such that we can give the city plenty of time to review and permit.

If you have questions do not hesitate to call me 253 218 8550.

Thank you again for your time today. Your help is greatly appreciated.

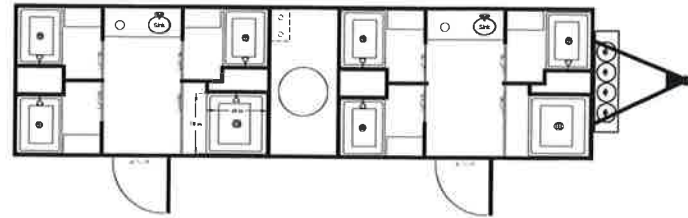
Sharon Maggard
Executive Director
Serenity House of Clallam County

VIP 8 Station Shower

Whether for a large scale event, or for long term use, this 30 foot portable shower unit is as practical as they come. These 8 private showers, with hot and cold running water, are ideal for an early morning shower or a mid-event fresh-up. This unit features two sinks, heat and A/C, and much more.

Host in style. This unit features a non slip rubber flooring, Stainless steel sinks, large mirrors, and a Stylish finish.

Now, this is classy!



8' x 30'

Here's what the 8 Station Shower Combo Vegas offers:

- Men's and Women's rooms
- 8 Showers
- 2 Sinks
- Central air conditioning and heat
- LED lighting
- LED exterior lights
- Stainless steel sinks
- Minimalistic modern look
- Complete music and sound systems
- Large mirrors
- Skylights
- 300 gallon fresh water tank
- Instant hot water
- And more...



viptogo
Nationwide Restroom & Shower Trailers

877.564.6977
www.viptogo.com
info@viptogo.com

VIP SH08





April 19, 2021
County Commissioners Meeting

Serenity House of Clallam County
Homeless Shelter Follow Up

Community Awareness



- In the April 12 meeting, Serenity House of Clallam County was requested to provide financial requirements for Construction Addition as well as financials for Shelter Operation. An Excel spreadsheet and shower trailer rental prices were provided to City of Port Angeles Mayor and Planner, and the County Commissioners by COB on the 12th of April. The next two slides summarize:
 - Dollars required to fulfill shelter addition and what Serenity House has accomplished to obtain additional funds.
 - Dollars required to continue 24x7 operations that allow for better services to the homeless. Includes information on what Serenity House has accomplished and is planned to obtain additional funds.

Capital dollars required to fulfill shelter addition and Move Recovery Center Clients to SHCC



Three Items have driven capital cost of the project.

- **November 2020** - Original Grant funds were \$402,894. The actual construction bid, additional city requirements of planters and plants, sales taxes and engineering total \$490,455, creating a shortfall of \$87,511. Serenity House has requested grants through various agencies in the amount of \$20,000 dollars to cover planters and plants.
- **March 2021** - The City requirement added 10 new toilets, showers, and sinks which drives the cost to \$369,394. By March 25th Serenity House submitted a preliminary drawing, contractor bid and commitment letter, and a grant to Housing Trust Fund.

Capital dollars required to fulfill shelter addition and Move Recovery Center Clients to SHCC



- **April 2021** - New requirements from City for occupancy to support closure of 1010 building are estimated at \$50,679 for six months of trailer rental and restroom design. Serenity House reached out to City to temporarily waive additional requirements and was declined.

Serenity House asks City and County to complete shelter addition shortfalls which total \$138,190. The Cares Act funds were awarded to the City and County and SHCC has no funds to manage shortfall.

Serenity House's second request is County and City support the Grant request to Housing Trust Fund for the additional restrooms.

Expense dollars required to fulfill shelter fulfill 24X7 Operations



- To retain 24x7 operations at the shelter and to support additional 80 beds, the projected annual operating costs are \$946,293.
- Serenity House has secured funding from Clallam County & Commerce in the amount of \$472,221. City supplies no funds to operate our shelter.
- Leaving an operations deficit of \$474,072.
- Our option to reduce deficit is to go back to 12 hours night by night serving 1 meal per day. However, commissioners stated a preference to have 24x7 Enhanced Congregate Shelter.

Expense dollars required to fulfill shelter fulfill 24X7 Operations



- Serenity House asks please fund all 8 Security Aides. Our grant submitted for the 2163 funds for 8 security aides was reduced to cover 4 Security Aides, leaving a shortfall in salaries of \$139,464. per year.
- Serenity House of Clallam County will continue to raise funds and write grants for the shortfall to cover 4 food service staff and 4 case managers, and our health insurance benefits and taxes in the amount of \$354,000.
- As the City and County know, fundraising and grant awards are not guaranteed funding. We may need additional help from the community if the desire is 24X7 operations and fund raising is not successful.



7
4/19/21

AGENDA ITEM SUMMARY

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

Department: BOCC

WORK SESSION ☒ **Meeting Date:** 04-19-21

REGULAR AGENDA ☒ **Meeting Date:** 04-27-21

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:

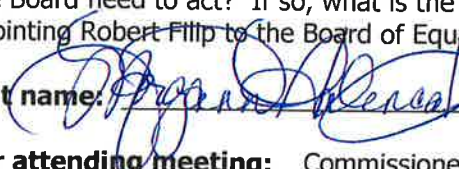
A vacancy exists on the Board of Equalization due to the expiration of a term. Notice of the vacancy was issued to the press February 2021 to solicit applications. The current member with an expiring term was contacted to determine if he wished to be considered for reappointment.

The member whose term is expiring indicated in writing that he wished to be reappointed. One other application was received.

Commissioner Mark Ozias interviewed both applicants and endorses the reappointment of Robert Filip to the Board of Equalization.

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 reappointing Robert Filip to the Board of Equalization.

County Official signature & print name:  Morgann Halencak, Deputy Clerk

Name of Employee/Stakeholder attending meeting: Commissioner Mark Ozias

Relevant Departments: BOCC

Date submitted: 04-13-21

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** Regular Meeting - Submit 1 single sided/not stapled copy and originals (1 or 3 copies)

Reappointing Robert Filip 04-27-21
Revised: 3-04-2019



RESOLUTION _____, 2021

APPOINTING A MEMBER TO THE CLALLAM COUNTY BOARD OF EQUALIZATION

THE BOARD OF CLALLAM COUNTY COMMISSIONERS finds as follows:

1. A vacancy exists on the Board of Equalization due to the expiration of a term.
2. Notice of the vacancy was issued to the press February 2021 to solicit applications. The current member with an expiring term was contacted to determine if he wished to be considered for reappointment.
3. The member whose term is expiring indicated in writing that he wished to be reappointed. One other application was received.
4. Commissioner Mark Ozias interviewed both applicants and endorses the reappointment of Robert Filip to the Board of Equalization.

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

1. **Robert Filip** is reappointed to the District I position of the Board of Equalization for a term expiring May 1, 2024.

PASSED AND ADOPTED this twenty-seventh day of April 2021

BOARD OF CLALLAM COUNTY COMMISSIONERS

Mark Ozias, Chair

ATTEST:

Randy Johnson

Loni Gores, Clerk of the Board

Bill Peach

c: A22.158
Appointee
Board of Equalization



AGENDA ITEM SUMMARY

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

5
4/15/21
@930

Department: BOCC

WORK SESSION ☒ Meeting Date: 4-19-21 @930am

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 - Presentation |

Documents exempt from public disclosure attached: ☐

Executive summary:

Prevention Works Child Care Task Force and the Clallam County Economic Development Council Child Care Alliance will be presenting information and statistics regarding the CHILD CARE CRISIS in Clallam County.

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?)
Presentation on information and statistics regarding the Child Care Crisis in Clallam County.

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

Name of Employee/Stakeholder attending meeting: Board of Commissioners, Joy Sheedy, Yvette Cline and Lynn Keenan – Prevention Works!

Relevant Departments: Board of Commissioners

Date submitted: April 12, 2021

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** Regular Meeting – Submit 1 single sided/not stapled copy and originals (1 or 3 copies)



Child Care in Clallam County

Early Findings From the
Child Care Alliance Exploration Project
Clallam County Economic Development Council

EDC



An Industry with Presence

Economic Impact

Child Care is an Economic Driver Wherever it Takes Place

Its Service Industries of Comparable Size Include

Medical and Diagnostic Labs: \$47.2 Billion

Spectator Sports: \$46.4 Billion

Water Transportation: \$43.3 Billion

\$47.2 Billion

National revenues generated by
child care providers creating...

**1.52
Million**

Wage and Salary Jobs and Self-
Employed Workers

More Than Double the
Revenue

+

Add a Third Again as
Many Jobs in

Spillover

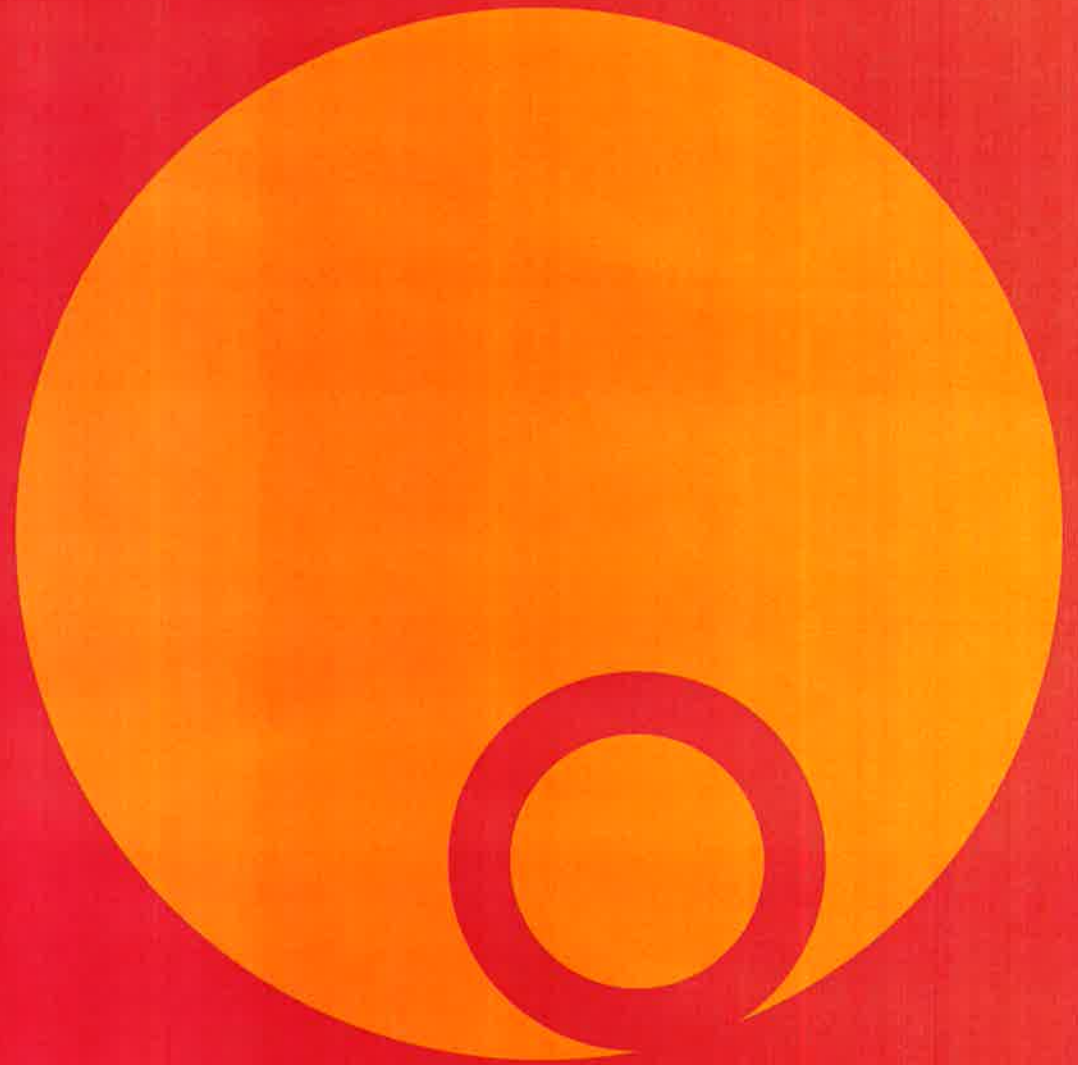
Creating a 100 Billion Dollar Industry
Generating
2 Million Jobs
Nationwide

Child Care's SUPERPOWER:

Child Care assures and increases
participation in the labor force and

participation in the training and
education of the workforce.

Accessible and affordable child care may especially encourage
low-wage,
low-skilled parents to maintain their connection to the workforce
and/or upgrade their skills through education and training.



DCYF

Dept. of Children,
Youth & Families
**Licensors/
Regulators/
Payor**

**SEIU
Local 925**

**Represent Family
Home Child Care
Providers**

**Economic
Development
Council**

**Alliance-building
Promotion**

**20
LICENSED
CHILD CARE CENTERS
&
TRIBALLY CERTIFIED
CHILD CARE CENTERS**

Sunshine and Rainbows
Comfort and Cozy
Chi Cho Otsk Ati
Bibity Bobity
Country Acre

**20
LICENSED
FAMILY HOME
CHILD CARES**

Family Affair Daycare
At a Child's Pace
Cedar Lane Farm
AJ's

**ECE
Program
Peninsula College
Educating Child
Care Providers**

**5
OUT OF
SCHOOL TIME
CHILD CARE
PROVIDERS**

Shore Aquatic Center
Boys & Girls Club
YMCA

**Prevention
Works!
Advocates/
Allies**

**13
CO-OPS,
PRESCHOOLS,
AND PLAYGROUPS
(Not Licensed)**

Crescent Cooperative Preschool
Little Rhythms Learning Cntr
Kaleidoscope Play
and Learn

**Child Care
Aware**

**Trainers
Mentors
Referrals**

Clallam County
currently has approximately
1,068 licensed child care slots.

Forty-five percent of 3,400 is 1,530.

This leaves us approximately
462 slots short of the child care
availability we need to fit national
and state child care use models
with some additional space for
those newly arriving.

National-State-Local

Determining Use and Gaps



3,400 Children Under Age 5 in County



Approximately 40% of Surveyed Parents Use Some
Form of Paid Child Care as the Primary Care of
Children but a slight increase may be helpful to
account for employees who are new to the area.

Completely Out of Degrees of Freedom

Parents Can't Afford to
Pay More

Providers Can't Afford to
Make Less

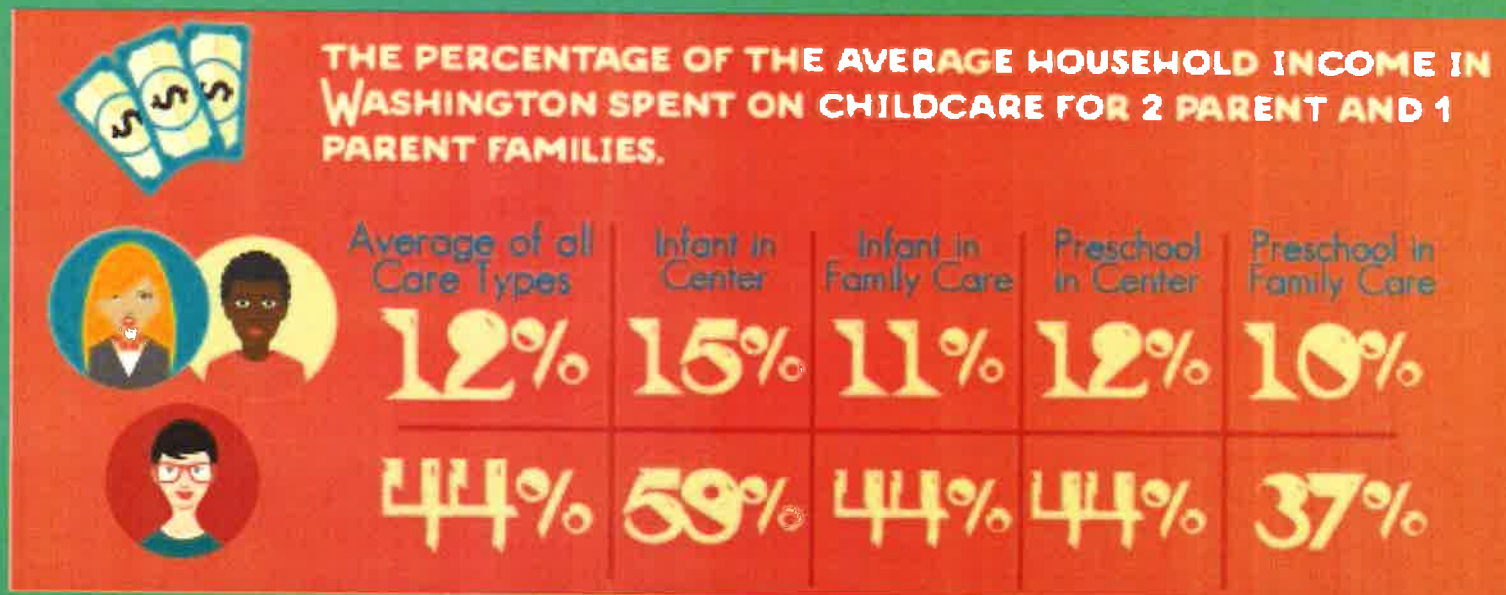
Paying for Child Care

Outpacing the Cost of Living

In Washington State, the cost of one year of child care is higher than the cost of in-state college tuition.

AVERAGE ANNUAL CHILD CARE
COST ACROSS ALL KINDS OF CARE
IN WASHINGTON: \$11,974.33

AVERAGE ANNUAL CHILD CARE
COST FOR AN INFANT IN
WASHINGTON: \$14,844.00



WASHINGTON PARENTS OF YOUNG CHILDREN TALKED ABOUT CHILD CARE AND EMPLOYMENT...



34%

Fully a third of parents report child care issues have negatively affected their jobs.



46%

Nearly half have had to take time off due to child care issues.



39%

More than a third report reducing their hours or days worked due of child care issues.



18%

Nearly 1 in 5 reported passing up a promotion or job offer due to child care issues.

This number was higher for rural residents.

47%

Percentage of job seekers who say they want to work full or part time but child care issues hinder it.

Living on Child Care Wages

3rd Percentile

Most child care employees are earning at the third percentile of Washington's income range. At a typical monthly income of about \$2,400.00, child care workers earn 43% of the State's median wage.



High Turnover
Low Socioeconomic
Mobility

In the highly regulated environment of licensed child care centers--with their strict teacher/child ratios and detailed floor plans--owner/employers fight an uphill battle to manage business for their own living wage, health insurance coverage, profit, and life balance.

Why Can't Child Care Be Viable?

Expenditure Categories	Subtotals	Income	Expenses	Profit/Loss
40 kids x \$12,000.00/yr		\$ 480,000.00		
Rent, utilities			\$ 40,000.00	
Supplies, food, administrative			\$ 110,400.00	
Personnel			\$ 361,284.00	
Lead Teacher @ \$16.00/hr	\$ 37,536.00			
Lead Teacher @ \$16.00/hr	\$ 37,536.00			
Lead Teacher @ \$16.00/hr	\$ 37,536.00			
Assistant Teacher at \$14.00/hr	\$ 32,844.00			
Assistant Teacher at \$14.00/hr	\$ 32,844.00			
Assistant Teacher at \$14.00/hr	\$ 32,844.00			
Assistant Teacher at \$14.00/hr	\$ 32,844.00			
Assistant Teacher at \$14.00/hr	\$ 32,844.00			
Assistant Teacher at \$14.00/hr	\$ 32,844.00			
Director at \$22.00/hr	\$ 51,612.00			
TOTALS	\$ 361,284.00	\$ 480,000.00	\$ 511,684.00	\$ (31,684.00)

Fair Start for Kids Act

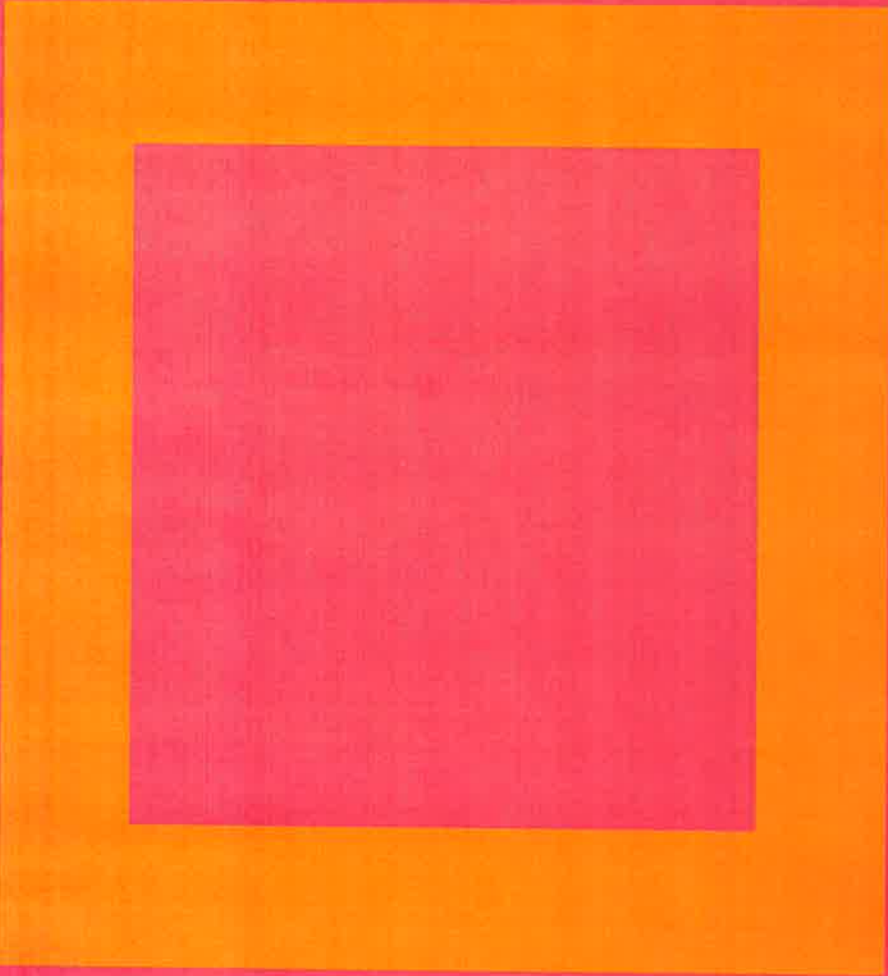
Relief for Child Care Professionals



Increased Child Care
Subsidy Rates



Expand Access to Health
Insurance for Providers



Fair Start for Kids Act

Relief for Parents



Increase the Number of
People Who are Eligible
for Subsidies



Decrease Copays for
Those Who Use
Subsidies



So there is HOPE!

Legislation Works!

But a growing dynamic
remains...

#1

Shrinking Child Care Workforce



AGENDA ITEM SUMMARY

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

9
4/19/21

Department: Finance

WORK SESSION ☒ **Meeting Date:** **4/19/2021**

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 2021 FINANCIAL RESULTS AND REVISED PROJECTION FOR 2021—EXECUTIVE SUMMARY:

March 2021 YTD General Fund Results

The March YTD General Fund Financial Review compared to the same period in 2020 is attached along with comparison to the original budget for 2021 and a revised annual projection for 2021.

YTD March 2021 revenue totaled \$8,791k as compared to \$8,023k in 2020, representing an increase of \$768k. Excluding YTD COVID related reimbursements from AOC CARES & FEMA of \$559k, YTD revenues totaled \$8,232k, an increase of \$209k from prior year. YTD expenditures in March were \$10,989k (which includes \$286k of COVID-related costs) as compared to \$12,559k in 2020 (which includes \$47k of COVID-related costs) for a decrease of \$1,596k. Excluding COVID-related revenues/expenditures, the General Fund generated an operating deficit of (\$2,471k), as compared to a deficit of (\$4,489k) in March 2020, an improvement of \$2,017k. Including COVID-related activity, the General Fund generated an operating deficit for YTD March 2021 of (\$2,198k). The General Fund finished March with an ending Fund Balance reserve of \$12,303, or \$1,596k higher than prior year.

Please refer to the attached schedule that provides further detail of the major factors that make up these changes and performance to budget. Revenues overall (excluding COVID reimbursements) were at 20.3% of the 2021 budget for March YTD, ahead of last year's 18.7%. All revenue categories with the exception of Charges for Goods & Services, Timber Revenues and Transfers In were up year-over-year in March, and all with the exception of Timber Revenues and Transfers In were pacing at or above 2020 relative to the annual budget. Timber revenue is pacing behind last year due to timing of payments from DNR relating to weather-related delays in harvest areas. Transfers In were down relative to last year due to timing of grant reimbursement-funded transfers from the Lower

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Dungeness project. Tax revenue continued to pace well ahead of budget (20.1% vs last year's 17.3%) driven primarily due to continued strong retail sales tax growth YTD of 18.8, as compared to a -3% contraction assumed in the first quarter of the 2021 budget due to COVID-related economic concerns. Property tax revenue YTD was also pacing ahead of budget relative to prior year (14.6% vs 12%). Miscellaneous revenues continued to pace significantly ahead in March vs prior year, mainly due to a significant increase in camping fee reservations, as offset by declining interest income. Licensing & Permits were up 23% to prior year, driven by stronger than expected building permit revenue which are up 47.8% to last year. Through March 2021 YTD, the County's general fund had received \$112k of FEMA reimbursements of COVID-19 related expenditures incurred in 2020, and \$447k of AOC CARES reimbursements related to the JAVs courtroom technology project.

Turning to expenditures, YTD expenditures (excluding COVID-related) totaled \$10,704k, a decrease of \$1,808k over prior year and were pacing at 24.3% of budget, below last year's 27.2%. This decrease was driven mainly by the \$1.7 million of prior year Transfers Out made to the facilities and IT capital project funds. The remainder of the underspend was principally in Services caused principally by a change in accounting for indirect charges earned by the General Fund that took place at the end of 2020, lower travel and postage costs, lower repairs and maintenance costs, and savings in other areas, as partially offset by higher professional services costs driven mainly by a payment timing difference for the Q2 public defender costs. All other expenditure categories were at or below last year as a % of the annual budget with the exception of Services which was up mainly due to the previously mentioned Q2 public defender payment timing difference and Capital Outlays which were pacing ahead also due to timing differences.

2021 PROJECTION—GENERAL FUND

As we get further into 2021, adjustments continue to be made to our projections as outlined below:

REVENUES--Overall revenues are now projected to total \$42,663k, an increase of \$1,540k over the 2021 budget. This is reflective of several changes. First, Tax revenue is projected to outperform budget by \$949k due to the strong YTD March sales tax growth of 18.8%, and the resulting revision of growth estimates expected for the remainder of the year based on this better than expected performance. Sales tax growth in 2021 is now projected to grow 9.1% over prior year, as compared to a -3.1% decrease budgeted. Year-over-year sales tax growth is expected to continue at double digit rates for the 2nd quarter due to the dramatic decline in prior year sales tax due to the onset of the COVID pandemic, and then leveling off to mid-single digit growth in the 3rd quarter and 3-4% growth in 4th quarter. In the event the level of growth seen thus far this year in sales taxes continues into the 2nd half of the year, we could potentially outperform our current Tax revenue forecast by an additional \$500k. With the exception of reducing my estimate for Timber Excise Tax by approximately \$100k given how much softer we finished 2020 relative to budget, I have left my other tax assumptions relating to property tax and excise taxes for the balance of 2021 unchanged from the budget at this time.

Licenses & Permits are projected to outperform budget by 9.7% due to continued strong building permit trends where YTD March saw growth of 47.8%. Misc Revenue is projected to exceed budget by 4.4% due to stronger campground revenues and increases in other areas. COVID-related Intergovernmental Revenues are projected to exceed budget by \$429k due to the unbudgeted spillover of FEMA reimbursements of eligible COVID-related costs from 2020 to 2021, coupled with additional FEMA funds to be received related to a recent Presidential order under which FEMA will be

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Agenda Item Summary How Did We Do--March 2021

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Revised: 3-04-2020

covering 100% of eligible COVID costs incurred, rather than the 75% originally covered. In addition, FEMA/American Rescue Plan reimbursement revenue of \$250k has been added to reflect the current pacing of COVID-related expenses that are being incurred by the County's general fund that are projected to continue through the end of the 3rd quarter.

Goods & Services are now forecasted to miss budget by -1.7% based on concerns that our DOC inmate revenues and other services revenue impacted by COVID may not be fully realizable, as partly offset by projected budget outperformance in the building plan review revenue.

All other revenue categories are projected to meet or marginally outperform budget based on March YTD pacing.

It is important to note that our revenue projections have not been adjusted for the impact of the American Rescue Plan Act ("ARP"), which among other things will enable the County to recover lost revenues resulting from the COVID public health emergency in 2020 and 2021. While we are still in the process of finalizing our estimates of the amount of lost revenue recovery from 2020 that could potentially be recovered under ARP, we believe the amount could range between \$1.5 million and \$2.0 million for the County overall, of which approximately \$1.0 million to \$1.5 million would be recoverable by the General Fund. Once we have determined the extent of lost revenues the County can recover for the General Fund based on the ARP guidance still yet to come from the US Treasury, we will adjust these revenue projections accordingly.

EXPENDITURES-- I am projecting general fund expenditures (excluding CARES/FEMA-funded COVID costs) to total \$42,724k, or \$1,926k lower than budget. Of this variance, approximately \$1,513k is related to projected underspend in the area of payroll and benefits based on the multi-year trend we saw continue in 2020 where due to turnover, retirements, delays in filling open positions, and other dark-time, we have historically underspent our budgeted payroll costs by 3-4% annually, or between \$1.2 and \$1.4 million. Some additional payroll and benefits savings were captured from the partial hiring freeze that was in effect during much of the 1st quarter of 2021. Based on trends, non-COVID Services are projected to come in \$72k below budget, mainly as a result of expected underspend in services costs related to the multi-homicide cases where many of these cases were pled-out in late 2020/early 2021 after the 2021 budget was finalized, as well as savings in other areas. Transfers Out-COVID was reduced by \$450k from budget due to the extension of the County's local health CARES grant into 2021 which will provide funding for HHS COVID-related costs, including the operation of the isolation shelter through May 2021, relieving the General Fund of that budgeted commitment. Finally, \$250k of COVID-related costs were added to our 2021 projections based on the level of COVID-related costs currently being incurred YTD that are assumed to continue at least through the end of the 3rd quarter of 2021.

Please note that similar to revenues, we have not adjusted our forecast for 2021 for any planned usage of funds to be provided to the County under the America Rescue Plan Act pending further guidance from the US Treasury and discussions to come with the BOCC. In addition, the potential financial impact of the recent Superior Court Blake decision has not been factored into our projections pending further analysis and clarification from the State as to what share of the potential legal financial obligations paid to the County impacted by this decision will be borne by the County.

NET DEFICIT OF REVENUES TO EXPENDITURES--Based on these revenue and expenditure assumptions, I am projecting a General Fund operating deficit (excluding CARES/COVID related

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Agenda Item Summary How Did We Do--March 2021

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Revised: 3-04-2020

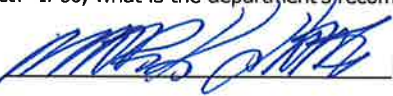
revenues/costs) of (\$534k) for 2021, which is \$2,837k better than our 2021 budgeted deficit of (\$3,371k). When including a COVID-related surplus of \$473k, our overall general fund deficit for 2021 is expected to total (\$61k), as compared to a budgeted deficit of (\$3,527k).

PROJECTED ENDING FUND BALANCE--\$14,440k, or 34% of forecasted non-COVID expenditures, as compared to \$10,974k budgeted based on final 2020 results.

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?)

County Official signature & print name:  Mark Lane _____

Name of Employee/Stakeholder attending meeting: _____ Mark Lane _____

Relevant Departments: _____ Finance _____

Date submitted:

April 14, 2021

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** Regular Meeting – Submit 1 single sided/not stapled copy and originals (1 or 3 copies)

Clallam County General Fund Results March 2021

March 2021 YTD Revenue totaled \$8,791k as compared to \$8,023k in 2020, representing an increase of \$768k. March 2021 YTD Revenues came in at 21.4% of our annual revenue budget, as compared to 18.7% in 2020. If one excludes CARES/FEMA reimbursements, revenue was at 20.3% of budget, and increased \$209k from prior year. All categories with the exception of Charges for Goods & Services, Fines & Penalties, Timber Revenues and Transfers In were up year-over-year in March, and all were at or above their paces to the annual budget compared to last year, with the exception of Timber Revenues (down 21.5% to budget) mainly due to timing of DNR payments, and Transfers In from the Lower Dungeness project (down 8.4% to budget due to timing of grant reimbursements). Taxes YTD continue to pace well ahead compared to last year, driven mainly by much stronger sales taxes which were up 18.8% compared to last year (as compared to an approx -3% decrease assumed in the 2021 budget for the 1st quarter). Misc Revenues in March continued to pace significantly ahead relative to budget vs last year (32% vs 23.7%) due mainly to a significant increase in camping fee reservations YTD relative last year, as offset by declining interest income. Licensing & Permits also were up for March YTD (32% of budget vs 23.7% in prior year), mainly as a result of stronger than expected building permit revenue which are up 47.8% to prior year. Thru YTD March, the General Fund had received FEMA reimbursement funds of certain of its 2020 COVID costs of \$112k, the payment of which was expected to be received in 2020 and therefore was not budgeted in 2021. In addition, \$447k of the budgeted \$529k AOC CARES grant reimbursement of costs incurred relating mainly to the JAVS courtroom technology project have been received.

Expenditures for YTD March 2021 totaled \$10,989k (including \$286k of COVID related costs) as compared to \$12,559k (including \$47k of COVID costs) in 2020 for a decrease of \$1,570k. Expenditures (excluding COVID) for March 2021 YTD came in at 24.3% of our annual budget, pacing below last year's of 27.2%. The year-over-year decrease in expenditures was mainly in our Services category which decreased \$234k due to a change from prior year in how indirect charges by the General Fund are accounted for (\$380k of the decrease), timing differences relating to our replenishment of our postage costs, lower travel costs, lower repairs & maintenance, and savings in other areas, as partially offset by \$402k in higher professional services due to timing of payment of our Q2 public defense contractual costs. All expenditure categories were pacing at or below their paces to budget in comparison with prior year, with the exception of Services (due to the aforementioned public defense payment timing difference), and Capital Outlays which were up also due to timing.

For March 2021 YTD, the General Fund generated an operating deficit between revenue and expenditures (excluding COVID/CARES) of (\$2,471k), a \$2,017k improvement from last year's operating deficit. After including COVID-related net revenue to expenditure surplus YTD of \$273k, the General Fund generated an operating deficit of (\$2,198k) for March 2021 YTD. The General Fund finished March 2021 with an ending fund balance reserve of \$12,303k, a \$1,596k higher fund balance than prior year.

Turning to the forecast, General Fund total revenues are projected to total \$42,663k, an increase of \$1,540k over the 2021 budget. The main contributors include higher projected Tax revenue of \$949k due mainly to the much stronger than budgeted sales tax revenues incurred YTD and projected for the remainder of the year, and \$429k in higher CARE/FEMA reimbursement revenue projected to be received relating primarily to the unbudgeted carryover of FEMA reimbursements for COVID expenditures incurred by the General Fund in 2020 and recent notification that due to Presidential order FEMA will be covering the other 25% of previously uncovered eligible costs (\$179k), and projected reimbursements of 2021 COVID-related FEMA reimbursable expenditures based on current spending levels that are assumed to continue through September 2021. Licenses & Permits are projected to outperform budget by 9.7% due to strong building permit trends, and Misc Revenue is projected to beat budget by 4.4% driven by stronger campground revenues and other misc revenues. Charges for Goods & Services are projected to miss budget by 1.7% based on concerns that our DOC Inmate revenues impacted by COVID may not be fully realizable and lower trending probation revenues, as partly offset by stronger growth from building plan reviews. All other revenue categories are projected to be relatively inline with budget expectations. 2021 Expenditures are projected to total \$42,724k, underspending to budget by \$1,926k. Payroll and Benefits costs are expected to come in approx \$1,513k below budget, mainly due to historic underspend to our personnel budgets due to unbudgeted darktime, as well as some savings capture from the extension of a partial hiring freeze during part of the first quarter of 2021. COVID-related costs for 2021 are now projected to be \$200k lower than budget due a \$450k reduction in Transfers Out due to the extension of the WA Department of Health CARES grant to 2021 which will be available to fund the operation of the HHS isolation shelter that originally was budgeted to be funded by a \$450k transfer from the General Fund, as offset by the addition of approximately \$250k of COVID related costs based on current YTD spending levels continuing to be incurred by the County during the pandemic that are projected to continue through the end of the 3rd quarter of 2021. Supplies are projected to come in \$90k below budget due to trending savings. For 2021, the General Fund is now projected to generate an operating deficit of (\$61k), which is \$3,466k lower than budgeted, leaving an estimated ending fund balance of \$14,440k or 34% of total non-COVID expenditures. It is important to note that our projections have not yet been adjusted for any additional Federal or State COVID aid to be received pending release of further details of the American Rescue Plan Act and completion of further analysis of lost revenue and funding priorities of the General Fund. In addition, the potential impact of the Superior Court Blake Decision has not been factored into these projections pending further analysis and clarification from the State as to what share of the financial impact of this decision will be borne by the County.

March 2021 YTD--vs Annual Budget (rounded to thousands)

				2021 % of Annual Budget Achieved YTD	2020 % of Annual Budget Achieved YTD
	2021 YTD Actual	2021 Budget	Budget Remaining		
REVENUES:					
Taxes	4,205	20,884	16,679	20.1%	17.3%
Licenses & Permits	337	1,050	713	32.1%	23.7%
Intergovernmental Revenues	1,065	5,329	4,264	20.0%	18.3%

**Clallam County General Fund Results
March 2021**

Charges for Goods & Services	1,627	7,845	6,218	20.7%	20.6%
Fines & Penalties	240	908	669	26.4%	23.6%
Misc Revenue (Interest Inc, Camping Fees, etc)	658	2,040	1,383	32.2%	23.7%
Nonrevenues (Sale/Use Tax, Lodging Tax--Parks & Facil)	35	72	37	48.5%	30.2%
Other Financing Sources (Timber Sales, other)	66	625	559	10.5%	32.0%
Transfers In	0	1,840	1,840	0.0%	8.4%
Total Revenue--Excluding CARES/FEMA	8,232	40,594	32,362	20.3%	18.7%
Total Revenue--CARES/FEMA	559	529	-30	105.6%	--
Total Revenue	8,791	41,123	32,332	21.4%	18.7%

	2021	2021	Budget	2021	2020
	YTD Actual	Budget	Remaining	% of Annual Budget Achieved YTD	% of Annual Budget Achieved YTD
EXPENDITURES:					
Payroll	5,106	22,537	17,431	22.7%	23.2%
Payroll--COVID	8	0	-8	--	--
Benefits	2,162	9,544	7,382	22.7%	23.0%
Benefits--COVID	3	0	-3	--	--
Supplies	200	1,242	1,042	16.1%	19.7%
Supplies--COVID	11	0	-11	--	--
Services	1,818	6,523	4,705	27.9%	23.7%
Services--COVID	57	0	-57	--	--
Capital	20	95	75	21.1%	17.3%
Capital--COVID	63	90	27	69.8%	--
Transfer Out --COVID	145	595	450	24.4%	--
Transfers Out	160	2,783	2,623	5.8%	50.1%
Payment to Risk Pool	1,237	1,241	4	99.7%	100.0%
Total Expenditures--excluding COVID	10,704	43,965	33,261	24.3%	27.2%
Total Expenditures--COVID	286	685	399	41.7%	--
Total Expenditures	10,989	44,650	33,660	24.6%	27.3%
Net Operating Surplus (Deficit)--Excluding COVID	-2,471	-3,371			
Net Operating Surplus (Deficit)--COVID	273	-156			
Net Operating Surplus (Deficit)	-2,198	-3,527			
Fund Balance	12,303	10,974	1,329		

Clallam County General Fund Results
March 2021

March 2021 YTD--vs Prior Year YTD (rounded to thousands)

	2021 YTD Actual	2020 YTD Actual	Variance--\$
REVENUES:			
Taxes	4,205	3,578	626
Licenses & Permits	337	273	64
Intergovernmental Revenues	1,065	970	95
Charges for Goods & Services	1,627	2,000	-373
Fines & Penalties	240	228	11
Misc Revenue (Interest Inc, Camping Fees, etc)	658	610	48
Nonrevenues (Sale/Use Tax, Lodging Tax--Parks & Facil)	35	21	14
Other Financing Sources (Timber Sales, other)	66	192	-127
Transfers In	0	150	-150
Total Revenue--Excluding CARES/FEMA	8,232	8,023	209
Total Revenue--CARES/FEMA	559	0	559
Total Revenue	8,791	8,023	768
EXPENDITURES:			
Payroll	5,106	5,071	36
Payroll--COVID	8	41	-33
Benefits	2,162	2,092	69
Benefits--COVID	3	5	-2
Supplies	200	270	-69
Supplies--COVID	11	2	9
Services	1,818	2,051	-234
Services--COVID	57	1	56
Capital	20	48	-28
Capital--COVID	63	0	63
Transfer Out --COVID	145	0	145
Transfers Out	160	1,750	-1,590
Payment to Risk Pool	1,237	1,229	8
Total Expenditures--excluding COVID	10,704	12,512	-1,808
Total Expenditures--COVID	286	47	238
Total Expenditures	10,989	12,559	-1,570
Net Operating Surplus (Deficit)--Excluding COVID	-2,471	-4,489	2,017
Net Operating Surplus (Deficit)--COVID	273	-47	321
Net Operating Surplus (Deficit)	-2,198	-4,536	2,338
Fund Balance	12,303	10,707	1,596

Clallam County General Fund Results March 2021

Major Revenue Differences between YTD 2021 and 2020 (rounded to thousands)

Juvenile Justice sales tax	46
Property tax	320
Sales taxes (other than Juvenile Justice)	338
Intergovernmental--PILT, Criminal Justice, Other Excise Taxes	17
Intergovernmental--Grants	78
Intergovernmental--CARES/FEMA	559
Investment & Delinquent tax interest	-84
Increase in Parks' Camping Revenues	117
Timber revenue	-127
Goods & Services--Interagency Services--Court Consolidation pymt timing, Roads & Other Policing Agreements timing/reduction, State Dpt Corrections (lower inmate capacity during COVID)	51
Goods & Services--Indirects (due to reclassification of indirects from revenue to negative services expenditure to reflect proper accounting)	-396
Goods & Services--Building Plan Check Revenues	63
Fines and Penalties	11
Election Services Revenue--2020 Presidential Year, spill over 2019 November election reimbursement into 2020	-225
Licensing & Permits--Building Permits	70
Everything else (rounded to thousands)	-70 **
Total Revenue Increase/(Decrease) over Prior Year	768

** The 'everything else' number of -\$70k relates mainly to lower Transfers In relating the Lower Dungeness project (\$150k), Juvie goods & services fees from True Star and SBHO (\$20k), lower DC1 probation and other fees (\$20k), as offset by increases in other areas.

Major Expense Differences between YTD 2021 and YTD 2020 (rounded to thousands)

Payroll/Benefits--prior 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.	34
Payroll--changes due to personnel, more open positions during hiring freeze, as offset by step/COLA increases, and other non-retirement factors	0
Benefits--due to changes in benefit costs following collective bargaining increases in July 2020/Jan 2021, as offset by personnel changes, more open positions during hiring freeze	67
Services (decrease mainly due to reclassification of indirect charges as a reduction of services expenditures rather than as revenue in 2020 (\$380k); lower postage due to timing of replenishment (\$29k), lower travel costs (\$35k), lower repairs & maintenance (\$53k), and overall decreases in other areas, as partially offset by \$402k in higher professional services due to timing of payment of Q2 Indigent Defense costs.	-234
Risk Management Assessment for Insurance Pool	8
Transfers (mainly due to Bullman Beach transfer \$75k, HHS COVID transfer of \$145k and \$50k transfer to Lower Dungeness Floodplain Project, as offset by \$1.7 million capital transfers in 2020)	-1,590

Clallam County General Fund Results

March 2021

COVID Related Costs (mainly internal COVID-response costs (PPE, IT costs, COVID-dedicated staff additions, facilities cleaning personnel, etc)	286
Net Other Expenditure Changes (lower supplies and capital outlays)	-141
Total Expenditure Increase/(Decrease) over Prior Year	-1,570

March 2021 Full Year Projection vs Annual Budget (rounded to thousands)

	2021 Projected	2021 Budget	Over/(Under) Budget
REVENUES:			
Taxes	21,833	20,884	949
Licenses & Permits	1,152	1,050	102
Intergovernmental Revenues	5,423	5,329	94
Charges for Goods & Services	7,715	7,845	-130
Fines & Penalties	895	908	-13
Misc Revenue (Interest Inc, Camping Fees, etc)	2,130	2,040	90
Nonrevenues (Sale/Use Tax, Lodging Tax--Parks & Facil)	92	72	20
Other Financing Sources (Timber Sales, other)	625	625	0
Transfers In	1,840	1,840	0
Intergovernmental--CARES/FEMA Reimbursements	958	529	429
Total Revenue--Excluding CARES/FEMA	41,705	40,594	1,111
Total Revenue--CARES/FEMA	958	529	429
Total Revenue	42,663	41,123	1,540
EXPENDITURES:			
Payroll	21,410	22,537	-1,127
Payroll--COVID	27	0	27
Benefits	9,122	9,544	-422
Benefits--COVID	9	0	9
Supplies	1,141	1,242	-101
Supplies--COVID	37	0	37
Services	6,451	6,523	-72
Services--COVID	177	0	177
Capital	95	95	0
Capital--COVID	90	90	0
Transfer Out --CARES	145	595	-450
Transfers Out	2,783	2,783	0
Payment to Risk Pool	1,237	1,241	-4
Total Expenditures--excluding COVID	42,239	43,965	-1,726
Total Expenditures--COVID	485	685	-200
Total Expenditures	42,724	44,650	-1,926
Net Operating Surplus (Deficit)--Excluding COVID	-534	-3,371	2,837
Net Operating Surplus (Deficit)--COVID	473	-156	629

Clallam County General Fund Results
March 2021

Net Operating Surplus (Deficit)	-61	-3,527	3,466
Fund Balance	14,440	10,974	3,466



MEETING INFORMATION

CLALLAM COUNTY BOARD OF COMMISSIONERS

H1
4/19/21
@1pm

****ATTENTION****

In response to the current Governors order Clallam County has moved Phase 3 of the Healthy Washington Roadmap to Recovery Plan. To be in compliance with the Healthy Washington Roadmap to Recovery Plan the following general requirements for COVID safety for meetings held in the Board of Commissioners Board Room are as follows:

1. All attendees are encouraged to provide contact information on a sign in sheet which will be retained for 28 days for contact tracing purposes.
2. Public seating areas and Board member seating must be arranged to ensure physical distancing is maintained.
3. Meeting attendees must wear a proper face covering and maintain six feet of physical distance between other persons.
4. No food or drink should be consumed in the BOCC Board Room.
5. Meeting organizers shall clean or arrange to have cleaned high-touch surfaces before and after each meeting.
6. Hand sanitizing stations will be available in the BOCC Board Room.
7. Keep doors and windows open where possible to improve ventilation.
8. The Chair of the meeting shall ensure masking and social distancing practices are enforced and practices by all event attendees.

This meeting can be viewed on a live stream at this link: <http://www.clallam.net/features/meetings.html>

If you would like to participate in the meeting via BlueJeans audio only, call 408-419-1715 and join with Meeting ID: 875 561 784

If you would like to participate in the meeting via BlueJeans video conference, visit www.bluejeans.com and join with Meeting ID: 875 561 784

Public comment and questions can be directed to the Clerk of the Board at 360-417-2256 or agores@co.clallam.wa.us.



AGENDA ITEM SUMMARY

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

41
4/19/21
@1pm

Department: BOCC

WORK SESSION ☐ Meeting Date:

REGULAR AGENDA ☒ Meeting Date: 4-19-21 at 1 p.m.

Item summary:

- ☒ Hearing ☐ Contract/Agreement/MOU - Contract #
- ☐ Resolution ☐ Proclamation ☐ Budget Item
- ☐ Draft Ordinance ☐ Final Ordinance ☒ Other - Charter Review Recommendations

Executive summary:

The Board of Commissioners will be holding a continued public hearing regarding the following Charter Review Recommendations on Monday, April 19, 2021 at 1 p.m. and Monday, April 26 at 5 p.m.

- 1) Recommendation increasing monitoring of the Department of Natural Resources (DNR) management of its trust lands by hiring a Forester.
- 2) Recommendation to meet all housing needs by creating permanent housing

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?)

The Board of Commissioners will be holding a continued public hearing regarding the following Charter Review Recommendations on Monday, April 19, 2021 at 1 p.m. and Monday, April 26 at 5 p.m.

- 1) Recommendation increasing monitoring of the Department of Natural Resources (DNR) management of its trust lands by hiring a Forester.
- 2) Recommendation to meet all housing needs by creating permanent housing

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

Name of Employee/Stakeholder attending meeting: Board of Commissioners and Sue Erzen –
Chair of the 2020 Charter Review Commission

Relevant Departments: Board of Commissioners

Date submitted: February 19, 2021

* Work Session Meeting - Submit 1 single sided/not stapled copy

Charter Review recommendations 4-19-21.docx

** Regular Meeting – Submit 1 single sided/not stapled copy and originals (1 or 3 copies)

Revised: 3-04-2019



Charter Review Commission

223 East 4th Street, Suite 4
Port Angeles, WA 98362-3015
Phone: 360.417.2256 Fax: 360.417.2493
Clerk Email: agores@co.clallam.wa.us

Date: September 28, 2020
From: Clallam County Charter Review Commission
To: Clallam County Board of County Commissioners
Re: Charter Review Commission recommendation to increasing monitoring of the Department of Natural Resources (DNR) management of its trust lands by hiring a forester.

Request from Clallam County Charter Review Commission to Clallam County Commissioners to increase their monitoring of the DNR's management of its trust lands by hiring a forester.

The Department of Natural Resources (DNR) manages approximately 92,000 acres of Clallam County Trust Lands for commercial forestry with a mandate to return revenue to the county and junior taxing districts. Hiring a forester would provide County oversight and involvement in the DNR activities associated with the County's state managed trust lands.

Therefore, the Charter Review Commission recommends that Clallam County increase their monitoring of the DNR's management of its trust lands by hiring a forester.

Sue Erzen
Chair - Charter Review Commission
Commission

Joe Murray
Commissioner - Charter Review
Sponsor of Forester Amendment



Charter Review Commission

223 East 4th Street, Suite 4
Port Angeles, WA 98362-3015
Phone: 360.417.2256 Fax: 360.417.2493
Clerk Email: agores@co.clallam.wa.us

Date: September 16, 2020

From: Clallam County Charter Review Recommendation

To: Clallam County Board of County Commissioners

**Subject: CLALLAM COUNTY CHARTER REVIEW COMMISSION
RECOMMENDATION TO MEET ALL HOUSING NEEDS BY CREATING
PERMANENT HOUSING**

Whereas: The Universal Declaration of human rights, adopted by the United Nations in 1948 Article 25 states: 'Everyone has the right to a standard of living adequate for the health and well-being of self and of family, including food, clothing, housing and medical care and necessary social services.' One in 588 Americans is homeless. Washington State is one of the ten states with the highest homelessness rate. Seven percent of homeless people are veterans, but seven percent also are unaccompanied youth under 25 years of age (HUD, 2018), and

Whereas: Homelessness in Clallam County is 0.38% of the population (approximately 285 individuals) and include families with children, as well as individuals across all age, health, income levels, racial and ethnic groups, and

Whereas: nearly all homeless people living locally have roots in Clallam County, and

Whereas: The Clallam County Housing Crisis Response Plan 2020-2024 (CCHCR) states the "the major causal factors for homelessness in Clallam are related to safe housing availability: "...low vacancy rates, high rental rates, available affordable housing stock" and also "assumes...no additional shelter or housing capacity" will be available, and

Whereas: Homeless citizens' high rates of physical, psychological, emotional and behavioral problems result in higher usage of expensive public services (crime and law enforcement services, emergency medical and behavioral health services, food banks, etc.). The annual average cost to local government to meet these needs is estimated between \$30,000 and \$50,000 per person (Interagency Council on Homelessness), and

Whereas: Permanent housing and wrap-around services not only reduces the need for community services but allows homeless citizens and families to be able to become more stable, more reliably employable and more productive members of society.

Housed children are more able to learn academically, socially and emotionally. And housed families are usually less isolated, and

Whereas: Experiencing homelessness is a high-scoring Adverse Childhood Experience (current ACES national studies, acknowledged by the American Pediatric Academy as the most significant modern childhood health findings) for young children--effecting basic learning, neurological development, nutrition and school attendance. Additionally, the social sciences now, after 50 years of wide acceptance of a hierarchical "needs theory," now recognize that human needs are fluid rather than hierarchical. This fluidity of basic needs increases the recidivism of those experiencing homelessness who may be in shelters, couch surfing and street life cyclically. Reliable basic permanent housing is proven to be the best solution to break this chain, and

Whereas: The CCCHCR plan was approved by the BOCC November 18, 2019 and is due for updating. Since then, several communities across the country have successfully significantly reduced their rate of homelessness and its concurrent problems, and

Whereas: Acceptance by the BOCC to the plan's statement that there will be *no additional housing capacity in the next four years* does not move the community toward working actively to permanently shelter citizens experiencing homelessness, and

Whereas: Clallam County Ordinance 829 amending Section .280, Section .510, and Section .520 of Clallam County Code Chapter 31.02, Countywide Comprehensive Plan, as relates to housing was adopted in 2007 and needs to be updated. Nevertheless, it is as relevant today as it was when adopted. It provides the road map for BOCC to directly again address housing inequities in this county, and

Whereas: Section 3.31.02.520, of the above ordinance states affordable housing goals.

(1) Clallam County's affordable housing efforts should be directed at preserving and creating housing that is affordable to those with Very Low, Low, and Moderate income...

(2) Based on extensive local need for affordable housing as well as its unique local circumstances, the County shall encourage retention and creation of affordable housing, as defined in subsection (1) above, and

(3) Clallam County should consider the following strategies to encourage the retention and creation of affordable housing which:

Coordinates the reforms, supports with renewed participation in the Clallam County Affordable Housing Task Force (CCAHTF) to be comprised of representatives from local governments, the local agencies that work on homelessness and affordable housing issues, previously homeless individuals, financial institutions (lenders), major employers, developers, contractors, real estate professionals, chambers of commerce and economic development leaders. Their collective focused goal would be to move Clallam County forward to creatively build economic stability and decent housing options that move people in need toward self-sufficiency.

CCAHTF will be established and convened by the BOCC, with a county commissioner chairing the task force, giving pronounced emphasis to the importance of working to seriously solve local affordable permanent housing needs, and

Whereas: Monies flowing into the County resulting from HB1406 are designated for Affordable Housing, and

Whereas: Efforts to reduce community homelessness in other places vary but the element they commonly share is "leadership by elected community officials."

Therefore, be it recommended:

The Clallam County Board of Commissioners immediately take active leadership to reclaim and renew their primary leadership role in engaging a group of public and private organizations and businesses to creatively increase affordable housing availability, apply forward thinking ideas proven to be successful in communities that have reduced the experience of homelessness effectively, and report progress back to the community every six months.

Sue Erzen

Chair, Clallam County CRC

Candace Pratt

Chair CRC Committee on Homelessness

Clallam County Charter Review Commissioner

PUBLIC HEARING

Charter Review Commission Recommendations
Increasing monitoring of the Department of Natural Resources (DNR)
management of its trust lands by hiring a forester

And

Meet all housing needs by creating permanent housing

NOTICE: The Clallam County Board of Commissioners will conduct public hearings on Tuesday, April 13, 2021 at 10:30 a.m., Monday, April 19, 2021 at 1 p.m. and Monday, April 26, 2021 at 5 p.m., or as soon thereafter as possible in the Commissioners' Meeting Room of the Clallam County Courthouse, 223 East 4th Street, Room 160, Port Angeles, Washington. The public hearing is to take public comment on the Charter Review Commission recommendations listed above. All recommendations are available on the County website <http://www.clallam.net/bocc/homerulecharter.html>

Public comments are encouraged. Submit written comments to the proponent below before the hearings or present comments at the public hearing.

****ATTENTION****

In response to the current pandemic, to promote social distancing, and in compliance with Governor's Proclamation which prohibits in-person attendance at meetings, the Board of Commissioners strongly encourages the public to take advantage of remote options for attending open public meetings. The Board of Commissioners also strongly encourages public comments to be submitted in writing if possible.

If you would like to participate in the meeting by phone call 408-419-1715 and use Meeting ID: 875 561 784

If you would like to participate via video conference, visit www.bluejeans.com and join the Regular Meeting with Meeting ID: 875 561 784.

No in-person attendance will be allowed until Governor's Proclamation is lifted.

In compliance with the Americans with Disabilities Act, reasonable accommodations are available upon request. The facility is considered "barrier free" and accessible to those with physical disabilities.

PROPONENT: Clallam County Board of Commissioners
Loni Gores – Clerk of the Board
223 East 4th Street, Suite 4
Port Angeles, WA 98362-3015
Telephone: 360.417.2256
agores@co.clallam.wa.us

FORMAL IDENTIFICATION: Charter Review Commission Recommendations:
Increasing monitoring of the Department of Natural Resources (DNR) management of its trust lands by hiring a forester
And
Meet all housing needs by creating permanent housing

SUMMARY OF RECOMMENDATIONS:

- Request the Clallam County Commissioners to increase their monitoring of the DNR's management of its trust lands by hiring a forester.

-Meet all housing needs by creating permanent housing - The Clallam County Board of Commissioners immediately take active leadership to reclaim and renew their primary leadership role in engaging a group of public and private organizations and businesses to creatively increase affordable housing availability, apply forward thinking ideas proven to be successful in communities that have reduced the experience of homelessness effectively, and report progress back to the community every six months.

Publish: March 28 and April 9 (PDN)
March 31 (Sequim Gazette)
April 1 (Forks Forum)
Bill: Board of Commissioners

Loni Gores, CMC, Clerk of the Board