



WORK SESSION AGENDA

BOARD OF CLALLAM COUNTY COMMISSIONERS

223 East 4th Street Room 160

Port Angeles, Washington

Monday, April 8, 2024 – 9:00 a.m.

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

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

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

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

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

Administration ? 9 a.m.

1. [Calendar/Correspondence](#)
2. [Resolution appointing Jeff Brown to the Dungeness Irrigation District](#)

[Resolution](#) 

3. [Briefing and call for hearing to be held on Tuesday, April 23, 2024 at 10:30 a.m. regarding a resolution authorizing a grant from the Opportunity Fund to the City of Forks - Waste Water Treatment Facility \(1c\)*](#)

[Briefing and call for hearing](#) 

4. [Resolution confirming document recording fee revenue deposits/allocations](#)

[Resolution](#) 

5. [Agreement amendment 2 with Department of Ecology for Pollution, Identification, and Correction \(PIC\) activities](#)

[Agreement amendment 2](#) 

6. [Agreement with Department of Health for the Local Health Officer position](#)

[Agreement](#) 

7. [Request for waiver of Bid/RFP/Quote requirement for Public Health Office upgrade project](#)

[Request for waiver of bid/RFP/quote](#) 

8. Agreement with Forest Service for reimburse salary costs of an assigned work crew supervisor for clean-up efforts on forest service lands

Agreement 

9. Agreement with National Park Service for law enforcement services between jurisdictions

Agreement 

10. Agreement with New Horizon Communication for phone services

Agreement 

11. Purchase order with CDW-G for annual renewal of Microsoft applications

Purchase order 

Community Development

12. Letter of support for Hoko River Floodplain Restoration at Upper Cowan Ranch

Letter of support 

Board of Commissioners

13. Resolution authorizing expenditure from the Affordable Housing Sales and Use Tax Fund/ 5th and Fir Street, Sequim property.

Resolution 

14. Resolution authorizing expenditure from the Affordable Housing Sales and Use Tax Fund/ 2nd and Oak Street, Port Angeles property.

Resolution 

15. Discussion on Clallam County legislative priorities

Discussion 

General Discussion/Items for Future Agendas

- A. Joint Meeting with Port of Port Angeles (April 22 at 11 a.m. ? hosted at Port)
- B. Olympic National Park update (May 6 at 9 a.m.)
- C. CASA Update (May 13)
- D. Department of Transportation Highway 101 Project Discussion (June 10 at 9 a.m.)
- E. Department of Natural Resources Meeting (June 17 at 1 p.m.)
- F. Department of Natural Resources Meeting (August 19 at 1 p.m.)
- G. Department of Transportation Highway 101 Project Discussion (September 9 at 9 a.m.)

- H. Joint Meeting with Port of Port Angeles (October 28 at 11 a.m. ? hosted at BOCC)
- I. Department of Natural Resources Meeting (November 18 at 1 p.m.)
- J. Department of Transportation Highway 101 Project Discussion (December 9 at 9 a.m.)
- K. Fair Rodeo Update (TBD)
- L. Clallam Conservation District Update (TBD)
- M. Hearing Examiner Update (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
APR 08 2024

Department: BOCC

WORK SESSION ☒ Meeting Date: 4-8-24

REGULAR AGENDA ☒ Meeting Date: 4-16-24

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

Item summary:

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

Documents exempt from public disclosure attached: ☐

Executive summary:

The Dungeness Irrigation District was organized under Title 87 of the Revised Code of Washington. RCW 87.02.081 states that a vacancy in the office of directors shall be filled by appointment of the Board of Commissioners.

The Dungeness Irrigation District forwarded a letter dated March 22, 2024 requesting the Board of Commissioners to appoint Jeff Brown to fill a vacancy due to an oversight during the District Vote in December 2023.

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?)
Approval of a resolution to appoint Jeff Brown to the Dungeness Irrigation District.

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

Name of Employee/Stakeholder attending meeting: Board of Commissioners, David Howat – Dungeness Irrigation District

Date submitted: 3-25-24

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

March 22, 2024

In re: Request for action on appointment of Jeff Brown to open Board Position on Dungeness Irrigation District.

To: Clallam County Commissioners

This request is for your approval of Jeff Brown to fill a vacancy on the DID Board. Through an unfortunate oversight his position was not put up to a District Vote in December 2023. We did not catch the oversight until the next meeting held on March 12, 2024. We are delighted that Jeff is willing to serve, and need this issue cleared up as soon as you can schedule it for a vote.

I hold myself available to answer any questions. As per your text, Randy, I enclose the reference to the appropriate RCW site.

RCW 87.03.081 Directors- Vacancies, how filled:

"A vacancy in the office of the director shall be filled by appointment by the board of county commissioners of the county in which the proceedings for the organization of the district were had. At the next annual election occurring thirty days or more after the date of appointment, a successor shall be elected who shall take office on the first Tuesday in January following and shall serve for the remainder of the unexpired term."

It is our sincere desire that you take this up as soon as possible.

I, Jeff Brown, respectfully request Clallam County Commission to conduct action on my behalf and appoint me to the vacant position on the Dungeness Irrigation District Board.

Jeff Brown Dated 3-23-24

The Directors of the DID request this action be approved

David Howat, President

Fred Mitchell, Member

David Howat
Fred Mitchell



RESOLUTION _____, 2024

APPOINTING A DIRECTOR TO THE DUNGENESS IRRIGATION DISTRICT

THE BOARD OF CLALLAM COUNTY COMMISSIONERS finds as follows:

1. The Dungeness Irrigation District was organized under Title 87 of the Revised Code of Washington.
2. A letter was received by the Board of Commissioners dated March 22, 2024 indicating that the district had an unfortunate oversight in filling a position during the December 2023 district vote. The district has requested that the Board of Commissioners appoint Jeff Brown to fill the vacancy.
3. RCW 87.03.081 states that a vacancy in the office of director shall be filled by appointment by the Board of County Commissioners.

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

1. Jeff Brown will be appointed to the vacant board position until the next annual election.

PASSED AND ADOPTED this 16th day of April 2024

BOARD OF CLALLAM COUNTY COMMISSIONERS

Mike French, Chair

Randy Johnson

Mark Ozias

ATTEST:

Loni Gores, MMC, Clerk of the Board



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AGENDA ITEM SUMMARY

APR 08 2024

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

1C

Department: BOCC

WORK SESSION ☒ **Meeting Date: 4-8-24**

REGULAR AGENDA ☒ **Meeting Date: 4-9-24**

Item summary:

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

Executive summary:

City of Forks has submitted an application to request a grant from the Opportunity Fund in the amount of \$295,000 for the City of Forks Waste Water Treatment Facility.

On March 28, 2024 the Opportunity Fund Advisory Board (OFB) convened in accordance with Clallam County Code 5.40 to consider the application submitted by the City of Forks.

The Wastewater Treatment Facility (WWTF) for the City of Forks requires significant improvements and retrofits to prevent catastrophic failure. The improvements are required to ensure redundancy with key components, to increase capacity necessary to respond to development, and to prepare for expansion of the sewer district to businesses and neighborhoods with a high probability of failed septic systems.

The Clallam EDC deemed the application met all requirements to be considered by the OFB and deemed it eligible for funding according to CCC 5.40.041.

The Prosecuting Attorney's Office has reviewed and approved of the application.

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?** ☐

\$295,000 – Opportunity Fund

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

Review application and request a call for hearing to hold hearing and request approval of a resolution on April 23, 2024.

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

Name of Employee/Stakeholder attending meeting: Board of Commissioners, Opportunity Fund Board – Alan Barnard, Clallam EDC – Colleen McAleer, Prosecuting Attorney's Office and Finance Department

Relevant Departments: Board of Commissioners, Prosecuting Attorney's Office, Finance Department

Date submitted: March 28, 2024

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

Opportunity Fund City of Forks Waste Water 4-09-24

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

Revised: 3-04-2019

PUBLIC HEARING

Proposed Grant from the Opportunity Fund for the
City of Forks Waste Water Treatment Facility

NOTICE: The Clallam County Board of Commissioners will conduct a public hearing on Tuesday, April 23, 2024 at 10:30 a.m., or as soon thereafter. The public hearing is to consider the Resolution listed above. The proposed Resolution is available on the County website

<https://www.clallamcountywa.gov/228/Comment-on-Proposed-Ordinances-Policies>

Public comments are encouraged. Submit written comments to the address below before the hearing or present comments in person at the public hearing.

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
223 East 4th Street, Suite 4
Port Angeles, WA 98362-3015
Telephone: 360.417.2256

FORMAL IDENTIFICATION: Public Hearing to consider a Resolution proposed grant from the Opportunity Fund for the City of Forks Waste Water Treatment Facility

Publish: April 12 and 19, 2024
Bill: Board of Commissioners

Loni Gores, MMC, Clerk of the Board



RECEIVED
CLALLAM CO. COMMISSIONERS
MAR 28 2024
1...2...3...A...

MEMORANDUM FOR RECORD

TO: Clallam County Commissioners

CC: Clallam County Opportunity Fund Board Members
Mark Lane, Clallam County Chief Financial Officer
Colleen McAleer, Clallam County EDC Executive Director

FROM: Alan Barnard, Chairman of the Opportunity Fund Board

DATE: March 28, 2024

RE: Opportunity Fund Board Meeting – March 28, 2024 – City of Forks Waste Water Treatment Facility Supplemental Funding Request

On March 28, 2024 the Opportunity Fund Advisory Board convened in accordance with Clallam County Code 5.40 to consider an application from the City of Forks for a request in the amount of \$295,000 in supplemental funding for retrofits to their Waste Water Treatment Facility (WWTF).

An abridged version of the application made by the City of Forks is attached.

The outcome of the meeting was to forward the application from the City of Forks for approval. The following motion passed unanimously:

"The Opportunity Fund Board recommends to the Board of County Commissioners to approve a grant in the amount of \$295,000 to support the increased costs for the City of Forks Waste Water Treatment Facility."

The Board also supported the use of funds as a contingency for the project as presented and if the funds were not needed as outlined in the bid documents that the funds should be used to purchase a new generator for the system.

The Clallam EDC deemed the application met all requirements to be considered by the Opportunity Fund Advisory Board and deemed it eligible for funding according to CCC 5.40.041.

Board members posed in-depth inquiries to the applicant regarding loan options and whether pursuit of state or federal funding could be obtained especially in light of the large amount requested.

We recorded the Opportunity Fund Board meeting, and it is available upon request. Should you require any additional information please contact me.

Sincerely,

A handwritten signature in blue ink, appearing to read "Alan Barnard". The signature is fluid and cursive, with a small dot at the end.

Alan Barnard
Chair, Clallam County Opportunity Fund Board



Clallam County Board of Commissioners

223 East Fourth Street, Suite 4

Port Angeles, WA 98362

360.417.2233

**OPPORTUNITY FUND
APPLICATION**

Section 1 – Applicant Information

Date: 28 Feb 2024	Project Title: Forks Wastewater Treatment Facility Improvements - Additional Funds – Contingency for Clarifier &/or Standby Generator Replacement	
Local Government Applicant: City of Forks		
Contact: Rod Fleck, Attorney/Planner, Paul Hampton, Public Works Director; Caryn Depew, Clerk/Treasurer		
Address: 500 East Division Street, Forks, WA 98331		
City: Forks		Zip: 98331
Phone #: 360/374-5412		POC Email: rodf@forkswashington.org
Position of Authorized Signer: Mayor Tim Fletcher		

Section 2 – Attach a copy of your Detailed Description of Project Proposal including information regarding why the Opportunity Funds are necessary and other funding sought.

See current project narrative attached.

Section 3 – Application Funding Requested

Amount of Loan Requested:	\$
Amount of Grant Funds Requested	\$295,000
Local Government Match:	\$1,024,524
Private Matching Funds: (if applicable)	\$
State Matching Funds: (if applicable)	\$
Federal Matching Funds: (if applicable)	\$
Total Project Cost:	\$3,682,731
Amount Raised to Date:	\$3,400,134

Loan terms proposed: *(if applicable)*

Requested Rate of Interest:	
Total number of years for repayment:	
# of Years for Deferral Period: (if applicable):	
Type of Loan Payment Schedule: (Check One Type Below)	
Straight Line Amortization	
Decreasing Payments	
Increasing Payments	
Other (Specify in Project Proposal)	

If Opportunity Fund grant funding is being applied for explain the project's revenues will not have sufficient cashflow to support loan payments:

The utility budget is adopted with the anticipation that revenues will equal annual expenditures. There has been fluctuation in the ending fund balance from year to year resulting from whether expenditures occurred as anticipated. While the City maintains a cash-on-hand balance, that is maintained at the current level to address cash flow and unexpected/unanticipated expenses.

When City staff were in contact with Economic Development Agency (EDA) regarding

potential funding of the current need, it was determined that the revenues, at their current levels based upon existing rates, do not regularly produce enough excess funding to repay approximately \$48,000 a year on a 30 year note associated with \$1m in loan funding.

Additional information regarding this account can be found in the briefing presentation to our City Council regarding this utility funding source.

Section 4 – Project Site Information:

- A) Link and page # detailing the project's inclusion in an officially adopted Clallam County overall capital facilities plan, or economic development section of Clallam County's comprehensive plan, or the comprehensive plan of a city within Clallam County:

See attached City Capital Improvement Plan page.

- B) Include a site map of the area. Identify the location of the site, and public infrastructure (existing and/or proposed).

See attached map.

- C) Project cost breakdown:

From the attached Current Project Narrative:

Funding to Date		Project Expenditures	
1.	City of Forks \$1,024,523.64	1.	Lowest Bid \$2,724,231
2.	CC Opportunity Fund \$2,375,610.00	2.	Construction Eng. \$635,925
	Current Funds Available \$3,400,133.64	3.	Materials Testing \$30,000
		4.	City Bid Expenses \$5,000
		5.	Contingency CCOF Req. \$300,000
		Total Project Cost	\$3,695,156

- D) Specifically, for what element(s) of the project are Opportunity Fund Program (OFF) dollars being requested?

Contingency Funds/Standby Generator

CLALLAM COUNTY BOARD OF COMMISSIONERS

OPPORTUNITY FUND FINAL APPLICATION FORM

E) Estimated schedule for project completion:

Estimated Completion Date:

- Preliminary Engineering Report: 2019
- All permits obtained: Completed
- Preliminary Design Plans: Completed in 2021, revised 2022
- Land/Right-of-Way Acquisition: N/A – City Owned Property
- Prepare Bid Documents: Dec 2023/Jan 2024
- Award Construction Contract: 18 April 2024
- Begin Construction: 20 May 2024
- Complete Construction: 30 April 2025
- Project Operational: 15 May 2025
- Other: N/A

F) What other jurisdictions are involved in the planning, design, financing, construction, operation or use of this project? (cities, counties, state/federal agencies, tribes, etc.):

The City has received Clallam County Opportunity Funds as noted above.

G) Will the applicant maintain the project? If not, who will be responsible for its maintenance?

Yes. This is a city utility and the city is responsible for the maintenance and upkeep of the system that is used to operate the utility. City council will be considering increasing the existing rates to address additional capital project needs for the utility.

Section 5 – Affordable Workforce Information (If applicable)

A) Does this project directly fund infrastructure related to Affordable Workforce Housing?

Yes	
No	XX

If no, skip to Section 6.

- B) If applicable, describe the number of workforce housing units in project that would receive funding if approved:

	Leased	Fee Simple	What's your target Area Median Income (AMI)
Type of Units: (e.g., Single Family Residential, fourplex, apartment, etc.):			
# of Units in Type:			
# of Bedrooms per Unit:			

- C) 100% of Clallam County's Area Median Income (AMI) used for this application:
- D) Source used to determine most recent year available for Clallam County's AMI:
- E) Describe whether the housing will be for a single person, family, or unrelated persons or a combination:
- F) If applicable, describe the procedures that will be followed to ensure the occupants are in the workforce and meet the 120% AMI threshold:

Section 6 – Private Sector Commitment or Involvement (if applicable)

- A) Identify private sector firm(s) and contact person(s) involved in the project:

Private Entity: Parametrix - Consulting Engineers for the Project
POC at Entity: Allan Maas, PE
POC Telephone: 253-604-6621
Will entity locate to Project Site? <i>No. They are only the engineering firm hired to assist the City with this project.</i>

- B) Explain the private sectors involvement in the project. Why does the private sector require the proposed public infrastructure improvements?

As noted in the original application, the Forks Sewer District includes 126 commercial users, 160 low-income apartment units, 127 trailers in six trailer courts predominantly low to moderate income, and 257 single family residential units of low to moderate

income levels. Low to moderate income within the District is in comparison to the County's median household income. Forks median income is approximately 65% of the County's median income based upon the U.S. Census' American Community Survey numbers.

C) Type of jobs to be created/retained:

	# Jobs Retained	# Jobs Created	Ave Annual Wage
Management/Admin (exclusive of owners)			
Supervisors/Professional			
Entry Level Workforce			

The City utilized information on the PPP applications associated with COVID relief in its 2021 application. That information identified at least 934 individuals employed within the District. The District includes the central downtown core of Forks, the Forks Community Hospital, Quillayute Valley School District, WA Department of Natural Resources, and the Olympic Natural Resources Center.

D) Projected annual gross payroll (exclusive of owner group):

1-3 Years:	\$
3-5 Years:	\$
5-10 Years:	\$

The 2021 application noted that the annual payroll of businesses within the District was "conservatively \$47,195,449" inclusive of the Forks Community Hospital and the Quillayute Valley School district. This was based upon the PPP applications submitted from federal assistance associated with COVID response.

E) Does the Private Entity commit to signing a standard NDA and to allow a representative from the Clallam EDC to review their Annual Payroll Report to confirm job creation and payroll when requested within the first ten-year term? (check one)

Yes	
No	

Not Applicable

Section 7 – Financial Information of Applicant

This section examines the general financial status of the applicant.

- A) Provide the most current annual financial report reviewed by the State Auditor. If the most current year is not representative of the past five years, please provide additional information or reports.

See attached SAO Audit for the City dated 2023.

- B) Identify funds (General Fund, Utility Fund, etc.) that will be eligible to repay an OFP loan. If any funds cannot be used to service OFP debt, please explain. If a particular fund or revenue source has been identified for repayment of the loan, please describe.

None. See Current Project Proposal and the attached City Council Briefing.

Section 8 – Declaration

I HEREBY CERTIFY THAT THE INFORMATION GIVEN IN THIS APPLICATION TO THE OPPORTUNITY FUND BOARD IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

Signature of responsible official:



Print or Type Name and title:

Tim J Fletcher Mayor

City of Forks – Current Project Proposal – Request for Contingency Funds/Standby Generator



The City is requesting Up to \$295,000 in additional Opportunity Funds from Clallam County to be utilized as (1) contingency for the Second Clarifier Project currently bid; and/or, (2) if said contingency is not completely utilized for those funds not utilized to be made available for the City's acquisition of a Standby Generator to ensure plant operations in a multi-day power outage.

The County Board of Commissioners, upon a recommendation of the Opportunity Fund Board, granted the City the sum of \$2,375,610 to undertake a proposed group of improvements to the City's Wastewater Treatment Facility (WWTF). As part of the application, the City reaffirmed its commitment of \$1,024,523.64 to the project. This City/"Local Match" represented 94.5% of the funding received by Forks from the congressionally authorized America Rescue Plan Act dollars for local COVID emergency and recovery efforts. The application utilized a list of project estimates obtained from the City prior to the COVID pandemic.

Included in that list of projects, were estimated costs, inclusive of engineering, for each of the proposed projects. These existing estimates were utilized in the development of the original Opportunity Fund application and grant.

After funding was awarded, the City made a solicitation for qualifications from engineers. There was no response to the City's advertised request for qualifications. A second request was advertised and the City selected Parametrix to the engineering firm for this project. With this expertise, the City was able to proceed with the project.

In late 2022, Parametrix notified Public Works Director Paul Hampton of a significant price variation between the pre-pandemic cost estimates and current pricing for the various project components. This information was shared with fellow project lead Audrey Grafstrom, City Clerk and Treasurer. However, she was unable to work on the potential impact of that information due to her sudden health decline. With her passing in February 2023, the City found itself focusing on all aspects impacted by the loss of Audrey.

Months later the implications of this additional information came into stark focus as the City explored the impact of significant price increases seen by Parametrix, as well as other government and private entities on the Peninsula. Included in this re-evaluation was not only project costs, but the full array of the engineering work that would be necessary to ensure the project met the various requirements of the Department of Ecology. In effect, the initial project costs used for the application were significantly below current market prices involving not only construction costs and pricing, but also engineering costs. The City notified the County staff and members of the Board of Commissioners. Parametrix recommended that the City focus on the top priority, the second clarifier, and if possible the acquisition of a new, properly sized, 200kw Standby Generator.

Understanding that the project had changed, the City informed County officials. Further, realizing that additional time may be needed to bring a portion of the original project to completion, the City also requested from the County a contract extension associated with the granted county funds. Obtaining this extension, the City proceeded with the development of bid documents by Parametrix for the construction of the second clarifier.

The responses to the City's request for bids for the construction for the second clarifier were received in December 2024. The lowest bid, plus costs for the construction related engineer, associated material testing,

and contingency funds well exceeded the remaining available funds for the clarifier project, let alone for the purchase of the standby generator. With the need for more than \$600,000 in additional funding to complete the revised project using the lowest responsible bidder in the first bids, the City asked Parametrix to review the proposed project and identify cost savings that could be made in a rebid. Further, the Mayor and City staff began reviewing the WWTP associated utility revenues and funding. Finally, efforts were made to reach out to potential state and federal funding sources to determine if additional funding sources could be obtained to complete the modified project.

With the potential for a lower bid as a result of the Parametrix and City review, the City Council rejected the two received bids and authorized the Mayor and staff to proceed with rebidding the project. Parametrix developed revised bid packets and bids were solicited for delivery to the City on 21 Feb 2024. The Mayor and staff also developed the attached initial discussion packet for the City Council regarding the City's waste water utility revenue and project needs.

On 21 Feb 2024, the City opened the two bids received from the second solicitation for bids. The apparent lowest responsible bidder's bid amount of \$2,724,231 created the potential for the project to proceed. However, when the addition of the construction related engineering and material testing costs were calculated, the project had a contingency fund of less than \$5,000. Parametrix suggested that a four percent (4%) contingency would be necessary for the project now totaling \$3,000,000. That would amount to \$120,000. However, most governmental agencies tend to utilize a contingency amount of 10% for the contingency. That amount would be \$300,000. The following is the current breakdown of funding:

Funding to Date		Project Expenditures	
1.	City of Forks \$1,024,523.64	1.	Lowest Bid \$2,724,231
2.	CC Opportunity Fund \$2,375,610.00	2.	Engineering (Parametrix) \$635,925
	Current Funds Available \$3,400,133.64	3.	Materials Testing \$30,000
		4.	City Bid Expenses \$5,000
		5.	Contingency CCOF Req. \$300,000
		Total Project Cost	\$3,695,156

The received bids are valid for sixty days from 21 Feb 2024. The City is requesting an additional amount of \$295,000 to be utilized as a contingency on the construction of the secondary clarifier. The granting of this additional amount would allow the project to proceed after formal award and contracting with the apparent lowest responsible bidder.

If the management of the project results in the requested, and hopefully granted, contingency funds not being used to the amount as expected by the City (10%) and closer to that projected by Parametrix (4%), the City would ask for permission to acquire the 200 Kw Standby Generator. Currently that is estimated at \$150,000. The new on-site, fixed-in-place generator would be able to run the entire WWTP, its various processing equipment, when utility outages occur. Digital messaging would provide treatment updates on the functioning of the generator in relationship to the WWTP operations. The outdoor-rated, soundproof enclosed generator would have the fuel capacity to operate for 48-72 hours of full electrical load run time capacity. If, however,

the contingency funds are necessary to complete the secondary clarifier, the City would pursue other funding avenues for the acquisition of the generator.

Subsequent necessary improvements to the City's WWTP will require the City Council to determine the best approach to addressing the limited excess revenue needed to pay for or pay any potential state or federal financing options for the costs of those improvements.



4
APR 08 2024

AGENDA ITEM SUMMARY

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

Department: Health & Human Services

WORK SESSION ☒ **Meeting Date:** April 8, 2024

REGULAR AGENDA ☒ **Meeting Date:** April 16, 2024

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

Item summary:

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

Documents exempt from public disclosure attached: ☐

Executive summary:

On May 4, 2023, Substitute Senate Bill (SSB) 5386 was signed into law. SSB 5386 updates the distribution and uses for the homeless housing and assistance surcharges. These updates will reduce administrative complexity by increasing transparency of revenue flows for activities funded by document recording fees. These surcharges were originally approved by the Board of Clallam County Commissioners in Budget Resolution 12, 2005.

In addition, RCW 36.22.178 and 36.22.179 were repealed and replaced by RCW 36.22.250 which implemented a \$183.00 per instrument charge for recording fees.

This resolution would confirm the document recording fee revenue and deposits/allocation.

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

No 2024 budgetary impact.

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

County Official signature & print name:  Jennifer Oppelt

Names of Relevant Departments/Employees/Stakeholders attending meeting:
Christine Dunn

Date submitted: April 3, 2024

* Work Session Meeting - Submit 1 single sided/not stapled copy AIS - Document Recording Fees Resolution- Document Recording Fees
** Regular Meeting – Submit 1 single sided/not stapled copy and originals (1 or 3 copies) Revised: 3-04-2019



RESOLUTION _____, 2024

CONFIRMING DOCUMENT RECORDING FEE REVENUE DEPOSITS/ALLOCATION

THE BOARD OF CLALLAM COUNTY COMMISSIONERS finds as follows:

1. Substitute Senate Bill (SSB) 5386 relating to reducing administrative complexity by increasing transparency of revenue flows for activities funded by document recording fees was signed into law on May 4, 2023, with an effective date of July 23, 2023.
2. SSB 5386 updates the distribution and uses for the homeless housing and assistance surcharges. These surcharges were originally approved by the Board of Clallam County Commissioners in Budget Resolution 12, 2005.
3. Washington State and local homeless housing programs receive funding from the homeless housing and assistance surcharges collected by each county auditor when certain documents are recorded.
4. RCW 36.22.178 and RCW 36.22.179 were repealed and replaced by RCW 36.22.250 which implemented a \$183.00 per instrument charge for recording fees.
5. The County Auditor may retain one percent (1%) of the surcharge for its fee collection activities.
6. The County pursuant to RCW 36.22.250(2)(b) may retain thirty percent (30%) of the surcharge to be used as follows pursuant to RCW 36.22.250(3):
 - Up to 10 percent (10%) for administration and local distribution of funds and administrative costs related to the county's homeless housing plan.
 - At least 75 percent (75%) will be retained and used by the county to accomplish the purpose of its local homeless housing plan pursuant to chapter 484, Laws of 2005.
 - At least 15 percent (15%) will be retained and used by the county for eligible housing activities that serve extremely low and very low-income households for:
 - acquisition, construction, or rehabilitation of housing projects or units within housing projects that are affordable to very low-income individuals.
 - supporting building operation and maintenance costs of housing projects or units eligible to receive housing trust funds, that are affordable to very low-income households, and that require a supplement to rent income to cover ongoing expenses.
 - rental assistance vouchers for housing units that are affordable to very low-income households.
 - operating costs for emergency shelters and licensed overnight youth shelters.
7. The County Auditor will transmit 54.1 percent (54.1%) of the total funds collected to the WA State Treasurer to be deposited in the home security fund account.
8. The County Auditor will transmit 13.1 (13.1%) percent of the total funds collected to the WA State Treasurer to be deposited in the affordable housing for all account.
9. The County Auditor will transmit 1.8 percent (1.8%) of the total funds collected to the WA State Treasurer to be deposited in the landlord mitigation program account.

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

1. Thirty percent (30%) of the document recording fee surcharges will be retained by Clallam County pursuant to RCW 36.22.250(2)(b) as referenced above and shall be used as follows pursuant to RCW 36.22.250(3).
2. The Clallam County Auditor is hereby authorized and requested to collect the aforementioned document recording fees and deposit them as stated.

PASSED AND ADOPTED this _____ day of _____ 2024

BOARD OF CLALLAM COUNTY COMMISSIONERS

Mike French, Chair

Randy Johnson

Mark Ozias

ATTEST:

Loni Gores, MMC, Clerk of the Board

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AGENDA ITEM SUMMARY APR 08 2024

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

Department: HHS-Environmental Health

WORK SESSION ☒ **Meeting Date: April 8, 2024**

REGULAR AGENDA ☒ **Meeting Date: April 16, 2024**

Required originals approved and attached? ☒

Will be provided on:

Item summary:

- | | | |
|---|---|--------------------------------------|
| ☐ Call for Hearing | ☒ Contract/Agreement/MOU - Contract # 100511-20-DOEPIC Amendment #2 | |
| ☐ Resolution | ☐ Proclamation | ☐ Budget Item |
| ☐ Draft Ordinance | ☐ Final Ordinance | ☐ Other |

Documents exempt from public disclosure attached: ☐

Executive summary:

In 2020, Clallam County Health and Human Services-Environmental Health entered into an agreement with Washington State Department of Ecology for Pollution, Identification, and Correction (PIC) activities. The grant period was from 12/1/2019-6/30/2023.

The purpose of this amendment is to deobligate \$12,717.46 of remaining DOE funds from Grant Agreement WQC-2020-CICHHS-00011, due to completion of all tasks and deliverables at a lower-than-expected cost. Grant deliverables were completed 6/30/2023, and this amendment formally closes out the grant agreement.

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

No 2024 budgetary impact.

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

Chair French electronically signs Amendment 2 of Ecology WQC-2020-CICHHS-00011.

County Official signature & print name:  Kevin LoPiccolo

Names of Relevant Departments/Employees/Stakeholders attending meeting:

Jennifer Garcelon and Katie Kowal

Date submitted: 3/25/2024

* Work Session Meeting - Submit 1 single sided/not stapled copy Agenda Item Summary 100511-20-DOEPIC Amend 1 04.01.24.docx
 ** Regular Meeting -- Submit 1 single sided/not stapled copy and originals (1 or 3 copies) Revised: 3-04-2019



DEPARTMENT OF
ECOLOGY
State of Washington

AMENDMENT NO. 2
TO AGREEMENT NO. WQC-2020-CICHHS-00011
BETWEEN
THE STATE OF WASHINGTON DEPARTMENT OF ECOLOGY
AND
Clallam County - Health and Human Services

PURPOSE: To amend the above-referenced agreement (AGREEMENT) between the state of Washington Department of Ecology (ECOLOGY) and Clallam County - Health and Human Services (RECIPIENT) for the Sequim Bay-Dungeness Watershed Pollution Identification and Correction (PROJECT).

The purpose of this amendment is to deobligate \$12,717.46 of remaining Centennial funds from the grant agreement based on completion of all tasks and deliverables at a lower-than-expected cost. The final total eligible cost of this agreement is \$207,043.38 and the ECOLOGY share of that amount is \$155,282.54. This amendment closes out the grant agreement.

IT IS MUTUALLY AGREED that the AGREEMENT is amended as follows:

Total Cost:

Original: 224,000.00 Amended: 207,043.38

Total Eligible Cost:

Original: 224,000.00 Amended: 207,043.38

CHANGES TO THE BUDGET

Funding Distribution EG200142

Funding Title: Centennial Clean Water

Funding Type: Grant

Funding Effective Date: 12/01/2019

Funding Expiration Date: 06/30/2023

Funding Source:

Title: Centennial-SFY20

Fund: FD

Type: State

Funding Source %: 100%

Description: The Centennial Clean Water Program provides grants for nonpoint source pollution control activity projects and wastewater projects

Approved Indirect Costs Rate: Approved State Indirect: 30%
Recipient Match %: 25%
InKind Interlocal Allowed: Yes
InKind Other Allowed: Yes
Is this Funding Distribution used to match a federal grant? Yes

Centennial Clean Water	Task Total
Grant and Loan Administration	\$ 29,784.59
Public Outreach and Education	\$ 39,419.18
Water Quality Monitoring and Analysis	\$ 95,642.36
Technical Assistance, Correction, and Compliance	\$ 42,197.25

Total: \$ 207,043.38

CHANGES TO SCOPE OF WORK

Task Number: 1 Task Cost: \$29,784.59

Task Title: Grant and Loan Administration

Task Description:

A. The RECIPIENT shall carry out all work necessary to meet ECOLOGY grant or loan administration requirements. Responsibilities include, but are not limited to: Maintenance of project records; submittal of requests for reimbursement and corresponding backup documentation; progress reports; the EAGL (Ecology Administration of Grants and Loans) recipient closeout report; and a two-page outcome summary report (including photos, if applicable). In the event that the RECIPIENT elects to use a contractor to complete project elements, the RECIPIENT shall retain responsibility for the oversight and management of this funding agreement.

B. The RECIPIENT shall keep documentation that demonstrates the project is in compliance with applicable procurement, contracting, and interlocal agreement requirements; permitting requirements, including application for, receipt of, and compliance with all required permits, licenses, easements, or property rights necessary for the project; and submittal of required performance items. This documentation shall be available upon request.

C. The RECIPIENT shall maintain effective communication with ECOLOGY and maintain up-to-date staff contact information in the EAGL system. The RECIPIENT shall carry out this project in accordance with any completion dates outlined in this agreement.

Task Goal Statement:

Properly managed and fully documented project that meets ECOLOGY's grant or loan administrative requirements.

Task Expected Outcome:

* Timely and complete submittal of requests for reimbursement, quarterly progress reports, Recipient Closeout Report, and two-page outcome summary report.

* Properly maintained project documentation.

Deliverables

Number	Description	Due Date
1.1	Progress Reports that include descriptions of work accomplished, project challenges or changes in the project schedule. Submitted at least quarterly.	06/30/2023
1.2	Recipient Closeout Report (EAGL Form)	06/30/2023
1.3	Two-page Outcome Summary Report	

CHANGES TO SCOPE OF WORK

Task Number: 2 Task Cost: \$39,419.18

Task Title: Public Outreach and Education

Task Description:

A. The RECIPIENT will coordinate efforts to address non-point source bacterial pollution within Clallam County's Clean Water District, a Shellfish Protection District, through adaptive management. The RECIPIENT will conduct quarterly meetings and follow Clallam County's Pollution Identification & Correction Plan for the Sequim Bay-Dungeness Watershed in the Matriotti Creek and Bell Creek focus areas for intensive water quality sampling, pollution source investigation, and pollution control measures. The RECIPIENT will produce a map with defined boundaries of the project focus areas.

B. The RECIPIENT will do a regional search for existing outreach content before producing any new materials. For any educational materials developed under this agreement, the RECIPIENT will submit a draft to the ECOLOGY Project Manager for review and approval prior to production and distribution. Materials will include ECOLOGY funding recognition. The RECIPIENT will upload a final copy of all outreach materials developed as a result of this agreement to EAGL.

C. The RECIPIENT will identify which communities in the project area have more than five percent or 1,000 people that speak English less than very well. The RECIPIENT will translate meaningful work on education and outreach materials that are produced for the general public in the non-English language(s).

D. The RECIPIENT will develop and distribute information to the public at least six times to engage community members in the project. Information discussing project progress, water quality concerns, and best management practices will be distributed through the use of RECIPIENT newsletters, flyers, door to door outreach and door hangers, direct mailings, or press releases.

E. The RECIPIENT will conduct two annual public meetings. The RECIPIENT will advertise the meetings through the local media.

F. The RECIPIENT will provide a summary of each outreach event in the following payment request progress report. The summary will include the date of the event, location, number of participants, a brief description of the outcomes, and photos.

Task Goal Statement:

Outreach efforts will engage stakeholders early in the project, keep the community informed of activities, educate the public on the importance of clean water and the nature of non-point pollution, give ownership of progress to those residing within the Matriotti Creek and Bell Creek focus areas, and communicate results/outcomes to the public.

Task Expected Outcome:

Project partners will meet quarterly to coordinate efforts within the Matriotti Creek and Bell Creek focus areas, engage the public six times through various channels in addition to two public meetings, and generally support community efforts to protect water quality and improve the outlay for both fresh and marine waters impacting shellfish growing area in and around Dungeness Bay.

Deliverables

Number	Description	Due Date
2.1	List of names and organizations participating in the Clean Water Work Group and quarterly meeting minutes. Upload to EAGL and notify ECOLOGY Project Manager upon completion.	06/30/2023
2.2	Map with defined boundaries of the focus areas. Upload to EAGL and notify ECOLOGY Project Manager upon completion.	06/30/2023
2.3	Copies of all outreach materials produced as a result of this agreement. Upload to EAGL and notify ECOLOGY Project Manager upon completion.	06/30/2023
2.4	Summary of each public meeting. Include date, location, number of participants and a brief description of the outcomes. Upload to EAGL and notify ECOLOGY Project Manager upon completion.	06/30/2023

CHANGES TO SCOPE OF WORK

Task Number: 3

Task Cost: \$95,642.36

Task Title: Water Quality Monitoring and Analysis

Task Description:

A. The RECIPIENT will develop and submit a Quality Assurance Project Plan (QAPP), which will guide all water quality monitoring activities, to the ECOLOGY Project Manager. This plan will go through a review process and must be approved and signed by the ECOLOGY Project Manager prior to initiating monitoring activities. Any monitoring activities conducted before the QAPP is approved and signed are not eligible for reimbursement. The RECIPIENT will include a map of the long-term baseline site locations in the QAPP.

B. The RECIPIENT will conduct a long-term water quality trend monitoring program to assess the influence of each stream on marine water quality. The RECIPIENT will monitor for nutrients, bacteria, temperature, pH, salinity, dissolved oxygen, and conductivity at 18-21 stream sites (12 monthly and 9 quarterly) for two years.

C. The RECIPIENT will contact landowners within the Matriotti Creek and Bell Creek focus areas to request access to stream segments to conduct water quality sampling. The RECIPIENT will monitor for bacteria, temperature, and salinity at 12-15 sites (approximately 280-360 samples). The RECIPIENT will produce a map of segmented sampling site locations.

D. The RECIPIENT will identify areas of concern (hotspots) based on segmented water quality sampling results and take additional samples to locate possible bacteria sources.

E. The RECIPIENT will submit all monitoring data collected into ECOLOGY's Environmental Information Management (EIM) database annually. Include "Section 319" in the study name or description for data transfer to EPA's Water Quality Portal. The RECIPIENT will develop and submit annual water quality trend reports. The RECIPIENT will develop and submit a water quality project report that summarizes the trend reports, directs future work in new focus areas, and documents corrective actions made (Task 4).

F. The RECIPIENT will participate in professional development trainings that are relevant to the project goals, including, but not limited to the Washington State Environmental Health Association Education conference, the Salish Sea Conference, and regional PIC workshops. The total cost of all training under this project will not exceed \$3,000. Changes or modifications must have prior approval from the ECOLOGY Project Manager to be eligible for reimbursement. Any training not specifically identified in this agreement or not approved by the ECOLOGY Project Manager prior to attendance will be ineligible for reimbursement.

Task Goal Statement:

Long-term baseline trends water quality monitoring will help project partners gain a broad understanding of the health of District streams and will help prioritize cleanup and protection efforts within the District.

Segmented or bracketed sampling will help narrow down the array of parcels and land uses that likely contribute to bacterial pollution within a chosen sub-watershed and direct on-the-ground investigative efforts.

Parcel analyses and parcel surveys will identify those parcels, land uses, or activities that likely contribute to water pollution and inform subsequent pollution correction efforts.

Task Expected Outcome:

- Conduct baseline trend monitoring of 18-21 Clean Water District streams.
- Conduct segmented stream monitoring at 12-15 sites (approximately 280-360 samples) and produce a map of locations.
- Identify areas of concern ("hotspots") within project focus areas.

- Take additional samples to locate possible sources of bacteria.

Deliverables

Number	Description	Due Date
3.1	Approved QAPP. Include map(s) of long-term baseline sampling site locations. Upload to EAGL and notify ECOLOGY Project Manager upon completion.	06/30/2023
3.2	All monitoring data. Submit to ECOLOGY's EIM database.	06/30/2023
3.3	Maps of segmented sampling site locations and areas of concerns ("hotspots"). Upload maps to EAGL.	06/30/2023
3.4	Annual water quality trend reports. Upload to EAGL and notify ECOLOGY Project Manager upon completion.	06/30/2023
3.5	Final water quality project report. Upload to EAGL and notify ECOLOGY Project Manager upon completion.	06/30/2023

CHANGES TO SCOPE OF WORK

Task Number: 4 Task Cost: \$42,197.25

Task Title: Technical Assistance, Correction, and Compliance

Task Description:

A. The RECIPIENT will complete a high-level analysis of approximately 200 properties within the Matriotti Creek and Bell Creek focus areas. The analysis will include building permit and septic records, land use designations, and aerial imagery.

B. The RECIPIENT will complete approximately 30 on-the-ground surveys of "high priority" properties located within the Matriotti Creek and Bell Creek project focus areas. High priority properties include areas of concern (hot spots) based on water quality sampling data (Task 3) or properties within 200 feet of streams. The purpose of the surveys is to identify sources contributing to the pollution of surface water (may include factors such as pet waste, stormwater, on-site septic systems (OSS), and wild or domestic animal impacts). The RECIPIENT will conduct one-on-one interactions during the property surveys to communicate project goals and the importance of property maintenance in relation to water quality to the homeowners. The RECIPIENT will provide feedback to landowners and recommend pollution control measures that may include directing downspouts from roof runoff away from septic components, managing domestic animal waste, and discouraging wild animal congregation.

C. The RECIPIENT will complete dye testing on OSS where failure is suspected, but not confirmed directly and feasible, to help pinpoint fecal bacteria sources.

D. The RECIPIENT will take corrective action on failing OSS by providing an information packet to homeowners with installation records (if available), educational materials related to proper maintenance and care of OSS, financial assistance, low-cost septic loan programs, and a list of licensed professionals who can help with inspections, pumping, and repairs. The RECIPIENT will refer any continuing OSS problems to the Clallam County Environmental Health Onsite Program.

E. The RECIPIENT will refer any agricultural sources to the Clallam Conservation District for technical assistance and best management practice guidance.

F. The RECIPIENT will refer any properties that neglected the critical area ordinance to the Clallam County Department of Community Development.

G. The RECIPIENT will continue to take corrective action on properties previously identified in other PIC focus areas (Lotzgesell and Lower Matriotti, Meadowbrook Creek and Slough, and Golden Sands and Cooper Creek).

Task Goal Statement:

Providing information and technical assistance will empower those living within the Matriotti Creek and Bell Creek focus areas to make decisions that protect water quality and correct potential pollution sources. Those actively seeking to continue activities or conditions that likely contribute to water pollution will be encouraged to change through compliance efforts or enforcement.

Task Expected Outcome:

- Complete analyses on 100 high-level parcels in the project area.
- Complete 30 on-the-ground property surveys of high priority properties to identify sources of pollution and provide information of property management related to water quality.
- Pinpoint fecal coliform sources through the use of dye testing.
- Identify and correct failing OSS by providing homeowners with educational materials related to maintenance and care of OSS, financial assistance, licensed professionals for inspections, pumping and repairs.
- Refer continuing OSS problems to the Clallam County Environmental Health Onsite Program.
- Refer agricultural operations to the Clallam Conservation District.
- Refer neglected critical area ordinance to the Clallam County Department of Community Development.
- Continue to take corrective action on properties previously identified in other PIC focus areas.

Deliverables

Number	Description	Due Date
4.1	Parcel analysis results of approximately 200 properties. Upload to EAGL and notify ECOLOGY Project Manager upon completion.	06/30/2023
4.2	On-the-ground survey results (30) and documentation of corrections recommended. Upload to EAGL and notify ECOLOGY Project Manager upon completion.	06/30/2023

4.3	Information packet provided to homeowners with failing OSS (includes education about operation and maintenance, financial assistance, low-cost loan programs, and licensed professionals available). Upload to EAGL and notify ECOLOGY Project Manager upon completion.	06/30/2023
4.4	Documentation of OSS corrections completed. Include in the quarterly progress reports and upload complete list to EAGL.	06/30/2023
4.5	Documentation of properties referred to Clallam County Environmental Health and Onsite Program. Include in quarterly progress reports and upload complete list to EAGL.	06/30/2023
4.6	Documentation of properties referred to Clallam Conservation District for agricultural technical assistance. Include in the quarterly progress reports and upload complete list to EAGL.	06/30/2023
4.7	Documentation of properties referred to Clallam County Department of Community Development for assistance with critical area ordinance compliance. Include in the quarterly progress reports and upload complete list to EAGL.	06/30/2023

Funding Distribution Summary

Recipient / Ecology Share

Funding Distribution Name	Recipient Match %	Recipient Share	Ecology Share	Total
Centennial Clean Water	25 %	\$ 51,760.85	\$ 155,282.53	\$ 207,043.38
Total		\$ 51,760.85	\$ 155,282.53	\$ 207,043.38

SPECIAL TERMS AND CONDITIONS:

SECTION 1: DEFINITIONS

Unless otherwise provided, the following terms will have the respective meanings for all purposes of this agreement:

“Administration Charge” means a charge established in accordance with Chapter 90.50A RCW and Chapter 173-98 WAC, to be used to pay Ecology’s cost to administer the State Revolving Fund by placing a percentage of the interest earned in an Administrative Charge Account.

“Administrative Requirements” means the effective edition of ECOLOGY’s Administrative Requirements for Recipients of Ecology Grants and Loans at the signing of this agreement.

“Annual Debt Service” for any calendar year means for any applicable bonds or loans including the loan, all interest plus all principal due on such bonds or loans in such year.

“Average Annual Debt Service” means, at the time of calculation, the sum of the Annual Debt Service for the remaining years of the loan to the last scheduled maturity of the loan divided by the number of those years.

“Acquisition” means the purchase or receipt of a donation of fee or less than fee interests in real property. These interests include, but are not limited to, conservation easements, access/trail easements, covenants, water rights, leases, and mineral rights.

“Centennial Clean Water Program” means the state program funded from various state sources.

“Contract Documents” means the contract between the RECIPIENT and the construction contractor for construction of the project.

“Cost Effective Analysis” means a comparison of the relative cost-efficiencies of two or more potential ways of solving a water quality problem as described in Chapter 173-98-730 WAC.

“Defease” or “Defeasance” means the setting aside in escrow or other special fund or account of sufficient investments and money dedicated to pay all principal of and interest on all or a portion of an obligation as it comes due.

“Effective Date” means the earliest date on which eligible costs may be incurred.

“Effective Interest Rate” means the total interest rate established by Ecology that includes the Administrative Charge.

“Estimated Loan Amount” means the initial amount of funds loaned to the RECIPIENT.

“Estimated Loan Repayment Schedule” means the schedule of loan repayments over the term of the loan based on the Estimated Loan Amount.

“Equivalency” means projects designated by ECOLOGY to meet additional federal requirements.

“Expiration Date” means the latest date on which eligible costs may be incurred.

“Final Accrued Interest” means the interest accrued beginning with the first disbursement of funds to the RECIPIENT through such time as the loan is officially closed out and a final loan repayment schedule is issued.

“Final Loan Amount” means all principal of and interest on the loan from the Project Start Date through the Project Completion Date.

“Final Loan Repayment Schedule” means the schedule of loan repayments over the term of the loan based on the Final Loan Amount.

“Forgivable Principal” means the portion of a loan that is not required to be paid back by the borrower.

“General Obligation Debt” means an obligation of the RECIPIENT secured by annual ad valorem taxes levied by the RECIPIENT and by the full faith, credit, and resources of the RECIPIENT.

“General Obligation Payable from Special Assessments Debt” means an obligation of the RECIPIENT secured by a valid general obligation of the Recipient payable from special assessments to be imposed within the constitutional and statutory tax limitations provided by law without a vote of the electors of the RECIPIENT on all of the taxable property within the boundaries of the RECIPIENT.

“Gross Revenue” means all of the earnings and revenues received by the RECIPIENT from the maintenance and operation of the Utility and all earnings from the investment of money on deposit in the Loan Fund, except (i) Utility Local Improvement Districts (ULID) Assessments, (ii) government grants, (iii) RECIPIENT taxes, (iv) principal proceeds of bonds and other obligations, or (v) earnings or proceeds (A) from any investments in a trust, Defeasance, or escrow fund created to Defease or refund Utility obligations or (B) in an obligation redemption fund or account other than the Loan Fund until commingled with other earnings and revenues of the Utility or (C) held in a special account for the purpose of paying a rebate to the United States Government under the Internal Revenue Code.

“Guidelines” means the ECOLOGY’s Funding Guidelines that correlate to the State Fiscal Year in which the project is funded.

“Initiation of Operation Date” means the actual date the Water Pollution Control Facility financed with proceeds of the loan begins to operate for its intended purpose.

“Loan” means the Washington State Water Pollution Control Revolving Fund Loan or Centennial Clean Water Fund

(Centennial) Loan made pursuant to this loan agreement.

“Loan Amount” means either an Estimated Loan Amount or a Final Loan Amount, as applicable.

“Loan Fund” means the special fund created by the RECIPIENT for the repayment of the principal of and interest on the loan.

“Loan Security” means the mechanism by which the RECIPIENT pledges to repay the loan.

“Loan Term” means the repayment period of the loan.

“Maintenance and Operation Expense” means all reasonable expenses incurred by the RECIPIENT in causing the Utility to be operated and maintained in good repair, working order, and condition including payments to other parties, but will not include any depreciation or RECIPIENT levied taxes or payments to the RECIPIENT in lieu of taxes.

“Net Revenue” means the Gross Revenue less the Maintenance and Operation Expense.

“Original Engineer’s Estimate” means the engineer’s estimate of construction costs included with bid documents.

“Principal and Interest Account” means, for a loan that constitutes Revenue-Secured Debt, the account created in the loan fund to be first used to repay the principal of and interest on the loan.

“Project” means the project described in this agreement.

“Project Completion Date” means the date specified in the agreement on which the Scope of Work will be fully completed. This term is only used in loan agreements.

“Project Schedule” means that schedule for the project specified in the agreement.

“Revenue-Secured Debt” means an obligation of the RECIPIENT secured by a pledge of the revenue of a utility and one not a general obligation of the RECIPIENT.

“Reserve Account” means, for a loan that constitutes a Revenue Secured Debt and if specifically identified as a term and condition of the funding agreement, the account of that name created in the loan fund to secure the payment of the principal of and interest on the loan.

“Risk-Based Determination” means an approach to sub-recipient monitoring and oversight based on risk factors associated to a RECIPIENT or project.

“Scope of Work” means the tasks and activities constituting the project.

“Section 319” means the section of the Clean Water Act that provides funding to address nonpoint sources of water pollution.

“Senior Lien Obligations” means all revenue bonds and other obligations of the RECIPIENT outstanding on the date of execution of this loan agreement (or subsequently issued on a parity therewith, including refunding obligations) or issued after the date of execution of this loan agreement having a claim or lien on the Gross Revenue of the Utility prior and superior to the claim or lien of the loan, subject only to Maintenance and Operation Expense.

“State Water Pollution Control Revolving Fund (Revolving Fund)” means the water pollution control revolving fund established by Chapter 90.50A.020 RCW.

“Termination Date” means the effective date of ECOLOGY’s termination of the agreement.

“Termination Payment Date” means the date on which the RECIPIENT is required to repay to ECOLOGY any outstanding balance of the loan and all accrued interest.

“Total Eligible Project Cost” means the sum of all costs associated with a water quality project that have been determined to be eligible for ECOLOGY grant or loan funding, including any required recipient match.

“Total Project Cost” means the sum of all costs associated with a water quality project, including costs that are not eligible for ECOLOGY grant or loan funding.

“ULID” means any utility local improvement district of the RECIPIENT created for the acquisition or construction of additions to and extensions and betterments of the Utility.

“ULID Assessments” means all assessments levied and collected in any ULID. Such assessments are pledged to be paid into the Loan Fund (less any prepaid assessments permitted by law to be paid into a construction fund or account). ULID Assessments will include principal installments and any interest or penalties which may be due.

“Utility” means the sewer system, stormwater system, or the combined water and sewer system of the RECIPIENT, the Net Revenue of which is pledged to pay and secure the loan.

SECTION 2: THE FOLLOWING CONDITIONS APPLY TO ALL RECIPIENTS OF WATER QUALITY COMBINED FINANCIAL ASSISTANCE FUNDING.

The Water Quality Financial Assistance Funding Guidelines are included in this agreement by reference and are available on ECOLOGY’s Water Quality Program website.

A. Architectural and Engineering Services: The RECIPIENT certifies by signing this agreement that the requirements of Chapter 39.80 RCW, “Contracts for Architectural and Engineering Services,” have been, or shall be, met in procuring qualified architectural/engineering services. The RECIPIENT shall identify and separate eligible and ineligible costs in the final architectural/engineering services contract and submit a copy of the contract to ECOLOGY.

B. Acquisition: The following provisions shall be in force only if the project described in this agreement is an acquisition project:

- a. Evidence of Land Value and Title. The RECIPIENT shall submit documentation of the cost of the property rights and the type of ownership interest that has been acquired.
- b. Legal Description of Real Property Rights Acquired. The legal description of the real property rights purchased with funding assistance provided through this agreement (and protected by a recorded conveyance of rights to the State of Washington) shall be incorporated into the agreement before final payment.
- c. Conveyance of Rights to the State of Washington. Upon purchase of real property rights (both fee simple and lesser interests), the RECIPIENT shall execute the document necessary to convey certain rights and responsibilities to ECOLOGY, on behalf of the State of Washington. The documents required will depend on the project type, the real property rights being acquired, and whether or not those rights are being acquired in perpetuity (see options below). The RECIPIENT shall use language provided by ECOLOGY, to record the executed document in the County where the real property lies, and to provide a copy of the recorded document to ECOLOGY.

Documentation Options:

1. Deed of Right. The Deed of Right conveys to the people of the state of Washington the right to preserve, protect, and/or use the property for public purposes consistent with the fund source. RECIPIENTS shall use this document when acquiring real property rights that include the underlying land. This document may also be applicable for those easements where the RECIPIENT has acquired a perpetual easement for public purposes. The RECIPIENT must obtain ECOLOGY approval on the draft language prior to executing the deed of right.
2. Assignment of Rights. The Assignment of Rights document transfers certain rights such as access and enforcement to ECOLOGY. The RECIPIENT shall use this document when an easement or lease is being acquired for water quality and habitat conservation. The Assignment of Rights requires the signature of the underlying landowner and must be incorporated by reference in the easement document.
3. Easements and Leases. The RECIPIENT may incorporate required language from the Deed of Right or Assignment of Rights directly into the easement or lease document, thereby eliminating the requirement for a separate document. Language will depend on the situation; therefore, the RECIPIENT must obtain ECOLOGY approval on the draft language prior to executing the easement or lease.
- d. Real Property Acquisition and Relocation Assistance.
 1. Federal Acquisition Policies. See Section 4 of this agreement for requirements specific to Section 319 and SRF funded projects.
 2. State Acquisition Policies. When state funds are part of this agreement, the RECIPIENT agrees to comply with the terms and conditions of the Uniform Relocation Assistance and Real Property Acquisition Policy of the State of Washington, Chapter 8.26 RCW, and Chapter 468-100 WAC.
 3. Housing and Relocation. In the event that housing and relocation costs, as required by federal law set out in subsection (1) above and/or state law set out in subsection (2) above, are involved in the execution of this project, the RECIPIENT agrees to provide any housing and relocation assistance required.

e. Hazardous Substances.

1. Certification. The RECIPIENT shall inspect, investigate, and conduct an environmental audit of the proposed acquisition site for the presence of hazardous substances, as defined in RCW 70.105D.020(10), and certify:
 - i. No hazardous substances were found on the site, or
 - ii. Any hazardous substances found have been treated and/or disposed of in compliance with applicable state and federal laws, and the site is deemed "clean."
2. Responsibility. Nothing in this provision alters the RECIPIENT's duties and liabilities regarding hazardous substances as set forth in RCW 70.105D.
3. Hold Harmless. The RECIPIENT will defend, protect and hold harmless ECOLOGY and any and all of its employees and/or agents, from and against any and all liability, cost (including but not limited to all costs of defense and attorneys' fees) and any and all loss of any nature from any and all claims or suits resulting from the presence of, or the release or threatened release of, hazardous substances on the property the RECIPIENT is acquiring.

f. Restriction On Conversion Of Real Property And/Or Facilities To Other Uses

The RECIPIENT shall not at any time convert any real property (including any interest therein) or facility acquired, developed, maintained, renovated, and/or restored pursuant to this agreement to uses other than those purposes for which funds were approved without prior approval of ECOLOGY. For acquisition projects that are term limited, such as one involving a lease or a term-limited restoration, renovation or development project or easement, this restriction on conversion shall apply only for the length of the term, unless otherwise provided in written documents or required by applicable state or

federal law. In such case, the restriction applies to such projects for the length of the term specified by the lease, easement, deed, or landowner agreement.

C. Best Management Practices (BMP) Implementation: If the RECIPIENT installs BMPs that are not approved by ECOLOGY prior to installation, the RECIPIENT assumes the risk that part or all of the reimbursement for that activity may be delayed or ineligible. For more details regarding BMP Implementation, please reference the Water Quality Financial Assistance Funding Guidelines available on ECOLOGY's Water Quality Program funding website.

D. Electronic Fund Transfers: Payment will be issued through Washington State's Office of Financial Management's Statewide Payee Desk. To receive payment you must register as a statewide vendor by submitting a statewide vendor registration form and an IRS W-9 form at website, <https://ofm.wa.gov/it-systems/statewide-vendorpayee-services>. If you have questions about the vendor registration process or electronic fund transfers, you can contact Statewide Payee Help Desk at (360) 407-8180 or email PayeeRegistration@ofm.wa.gov.

E. Equipment Purchase: Equipment purchases over \$5,000 and not included in the scope of work or the Ecology approved construction plans and specifications, must be pre-approved by ECOLOGY's project manager before purchase. All equipment purchases over \$5,000 and not included in a contract for work being completed on the funded project, must also be reported on the Equipment Purchase Report in EAGL.

F. Funding Recognition: The RECIPIENT must inform the public about ECOLOGY or any EPA (see Section 3.B for Section 319 funded or Section 5.E for SRF funded projects) funding participation in this project through the use of project signs, acknowledgement in published materials, reports, the news media, websites, or other public announcements. Projects addressing site-specific locations must utilize appropriately sized and weather-resistant signs. Sign logos are available from ECOLOGY's Financial Manager upon request.

G. Growth Management Planning: The RECIPIENT certifies by signing this agreement that it is in compliance with the requirements of Chapter 36.70A RCW, "Growth Management Planning by Selected Counties and Cities." If the status of compliance changes, either through RECIPIENT or legislative action, the RECIPIENT shall notify ECOLOGY in writing of this change within 30 days.

H. Interlocal: The RECIPIENT certifies by signing this agreement that all negotiated interlocal agreements necessary for the project are, or shall be, consistent with the terms of this agreement and Chapter 39.34 RCW, "Interlocal Cooperation Act." The RECIPIENT shall submit a copy of each interlocal agreement necessary for the project to ECOLOGY upon request.

I. Lobbying and Litigation: Costs incurred for the purposes of lobbying or litigation are not eligible for funding under this agreement.

J. Post Project Assessment Survey: The RECIPIENT agrees to participate in a brief survey regarding the key project results or water quality project outcomes and the status of long-term environmental results or goals from the project approximately three years after project completion. A representative from ECOLOGY's Water Quality Program may contact the RECIPIENT to request this data. ECOLOGY may also conduct site interviews and inspections, and may otherwise evaluate the project, as part of this assessment.

K. Project Status Evaluation: ECOLOGY may evaluate the status of this project 18 months from the effective date of this agreement. ECOLOGY's Project Manager and Financial Manager will meet with the RECIPIENT to review spending trends, completion of outcome measures, and overall project administration and performance. If the RECIPIENT fails to make satisfactory progress toward achieving project outcomes, ECOLOGY may change the scope of work, reduce grant funds, or increase oversight measures.

L. Technical Assistance: Technical assistance for agriculture activities provided under the terms of this agreement shall be consistent with the current U.S. Natural Resource Conservation Service ("NRCS") Field Office Technical Guide for Washington State and specific requirements outlined in the Water Quality Funding Guidelines. Technical assistance, proposed practices, or project designs that do not meet these standards may be eligible if approved in writing by ECOLOGY.

SECTION 3: THE FOLLOWING CONDITIONS APPLY TO SECTION 319 AND CENTENNIAL CLEAN WATER FUNDED PROJECTS BEING USED TO MATCH SECTION 319 FUNDS.

The RECIPIENT must submit the following documents to ECOLOGY before this agreement is signed by ECOLOGY:

1. Federal Funding Accountability and Transparency Act (FFATA) Form, available on the Water Quality Program website.
2. "Section 319 Initial Data Reporting" form in EAGL.

A. Data Reporting: The RECIPIENT must complete the "Section 319 Initial Data Reporting" form in EAGL before this agreement can be signed by Ecology. This form is used to gather general information about the project for EPA.

B. Funding Recognition and Outreach: In addition to Section 2.F. of these Special Terms and Conditions, the RECIPIENT shall provide signage that informs the public that the project is funded by EPA. The signage shall contain the EPA logo and follow usage requirements available at <http://www2.epa.gov/stylebook/using-epa-seal-and-logo>. To obtain the appropriate EPA logo or seal graphic file, the RECIPIENT may send a request to their Ecology Financial Manager.

To increase public awareness of projects serving communities where English is not the predominant language, RECIPIENTS are encouraged to provide their outreach strategies communication in non-English languages. Translation costs for this purpose are allowable, provided the costs are reasonable.

The RECIPIENT shall use the following paragraph in all reports, documents, and signage developed under this agreement: "This project has been funded wholly or in part by the United States Environmental Protection Agency under an assistance agreement to the Washington State Department of Ecology. The contents of this document do not necessarily reflect the views and policies of the Environmental Protection Agency, nor does the mention of trade names or commercial products constitute endorsement or recommendation for use."

C. Load Reduction Reporting: The RECIPIENT shall complete the "Section 319 Annual Load Reduction Reporting" form in EAGL by January 15 of each year and at project close-out. ECOLOGY may hold reimbursements until the RECIPIENT has completed the form. This form is used to gather information on best management practices (BMPs) installed and associated pollutant load reductions that were funded as a part of this project.

D. Time Extension: The RECIPIENT may request a one-time extension for up to 12 months. However, the time extension cannot exceed the time limitation established in EPA's assistance agreement. In the event a time extension is requested and approved by ECOLOGY, the RECIPIENT must complete all eligible work performed under this agreement by the expiration date.

SECTION 4: THE FOLLOWING CONDITIONS APPLY TO SECTION 319 AND STATE REVOLVING FUND (SRF) LOAN FUNDED PROJECTS ONLY.

A. Accounting Standards: The RECIPIENT shall maintain accurate records and accounts for the project (PROJECT Records) in accordance with Generally Accepted Accounting Principles (GAAP) as issued by the Governmental Accounting Standards Board (GASB), including standards related to the reporting of infrastructure assets or in accordance with the standards in Chapter 43.09.200 RCW "Local Government Accounting – Uniform System of Accounting."

B. Acquisitions: Section 319 and SRF Equivalency project RECIPIENTS shall comply with the terms and conditions of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, 84 Stat. 1894 (1970)--Public Law 91-646, as amended by the Surface Transportation and Uniform Relocation Assistance Act, PL 100-17-1987, and applicable regulations and procedures of the federal agency implementing that Act.

C. Audit Requirements: In accordance with 2 CFR 200.501(a), the RECIPIENT agrees to obtain a single audit from an independent auditor, if their organization expends \$750,000 or more in total Federal funds in their fiscal year. The RECIPIENT must submit the form SF-SAC and a Single Audit Report Package within 9 months of the end of the fiscal year or 30 days after receiving the report from an independent auditor. The SF-SAC and a Single Audit Report Package MUST be submitted using the Federal Audit Clearinghouse's Internet Data Entry System available at:

<https://harvester.census.gov/fac/collect/ddeindex.html>. For complete information on how to accomplish the single audit submission, go to the Federal Audit Clearinghouse Web site: <http://harvester.census.gov/fac/>.

D. Archaeological Resources and Historic Properties (Section 106): The RECIPIENT shall comply with the additional requirements under section 106 of the National Historic Preservation Act (NHPA, 36 CFR 800).

E. Data Universal Numbering System (DUNS) and Central Contractor Registration (CCR) Requirements: RECIPIENTS shall have a DUNS number. Unless exempted from this requirement under 2 CFR 25.110, the RECIPIENT must ensure that their organization's information in the System for Award Management (SAM), <https://www.sam.gov>, is kept current through project closeout. This requires that the RECIPIENT reviews and updates the information at least annually after the initial registration, and more frequently if information changes.

F. Disadvantaged Business Enterprise (DBE): General Compliance, 40 CFR, Part 33. The RECIPIENT agrees to comply with the requirements of the Environmental Protection Agency's Program for Utilization of Small, Minority, and Women's Business Enterprises (MBE/WBE) 40CFR, Part 33 in procurement under this agreement.

Six Good Faith Efforts, 40 CFR, Part 33, Subpart C. The RECIPIENT agrees to make the following good faith efforts whenever procuring construction, equipment, services, and supplies under this agreement. Records documenting compliance with the following six good faith efforts shall be retained:

1) Ensure Disadvantaged Business Enterprises are made aware of contracting opportunities to the fullest extent practicable through outreach and recruitment activities. For Indian Tribal, State and Local and Government RECIPIENTS, this shall include placing Disadvantaged Business Enterprises on solicitation lists and soliciting them whenever they are potential sources.

2) Make information on forthcoming opportunities available to Disadvantaged Business Enterprises and arrange time frames for contracts and establish delivery schedules, where the requirements permit, in a way that encourages and facilitates participation by Disadvantaged Business Enterprises in the competitive process. This includes, whenever possible, posting

solicitations for bids or proposals for a minimum of thirty (30) calendar days before the bid or proposal closing date.

3) Consider, in the contracting process, whether firms competing for large contracts could subcontract with Disadvantaged Business Enterprises. For Indian Tribal, State, and Local Government RECIPIENTS, this shall include dividing total requirements when economically feasible into smaller tasks or quantities to permit maximum participation by Disadvantaged Business Enterprises in the competitive process.

4) Encourage contracting with a consortium of Disadvantaged Business Enterprises when a contract is too large for one of these firms to handle individually.

5) Use services and assistance of the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

6) If the prime contractor awards subcontracts, require the prime contractor to take the five good faith efforts steps in paragraphs 1 through 5 above.

The RECIPIENT agrees to submit ECOLOGY's Contractor Participation Report Form D with each payment request. Contract Administration Provisions, 40 CFR, Section 33.302. The RECIPIENT agrees to comply with the contract administration provisions of 40 CFR, Section 33.302.

Non-discrimination Provision. The RECIPIENT shall not discriminate on the basis of race, color, national origin or sex in the performance of this agreement. The RECIPIENT shall carry out applicable requirements of 40 CFR Part 33 in the award and administration of contracts awarded under EPA financial assistance agreements. Failure by the RECIPIENT to carry out these requirements is a material breach of this agreement which may result in the termination of this contract or other legally available remedies.

This does not preclude the RECIPIENT from enacting broader nondiscrimination protections.

The RECIPIENT shall comply with all federal and state nondiscrimination laws, including but not limited to, Title VI and VII of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, Title IX of the Education Amendments of 1972, the Age Discrimination Act of 1975, and Chapter 49.60 RCW, Washington's Law Against Discrimination, and 42 U.S.C. 12101 et seq, the Americans with Disabilities Act (ADA).

In the event of the RECIPIENT's noncompliance or refusal to comply with any applicable nondiscrimination law, regulation, or policy, this agreement may be rescinded, canceled, or terminated in whole or in part and the RECIPIENT may be declared ineligible for further funding from ECOLOGY. The RECIPIENT shall, however, be given a reasonable time in which to cure this noncompliance.

The RECIPIENT shall include the following terms and conditions in contracts with all contractors, subcontractors, engineers, vendors, and any other entity for work or services pertaining to this agreement.

"The Contractor will not discriminate on the basis of race, color, national origin or sex in the performance of this Contract. The Contractor will carry out applicable requirements of 40 CFR Part 33 in the award and administration of contracts awarded under Environmental Protection Agency financial agreements. Failure by the Contractor to carry out these requirements is a material breach of this Contract which may result in termination of this Contract or other legally available remedies."

Bidder List, 40 CFR, Section 33.501(b) and (c). The RECIPIENT agrees to create and maintain a bidders list. The bidders list shall include the following information for all firms that bid or quote on prime contracts, or bid or quote subcontracts, including both MBE/WBEs and non-MBE/WBEs.

1. Entity's name with point of contact
2. Entity's mailing address, telephone number, and e-mail address
3. The procurement on which the entity bid or quoted, and when
4. Entity's status as an MBE/WBE or non-MBE/WBE

G. Electronic and information Technology (EIT) Accessibility: RECIPIENTS shall ensure that loan funds provided under this agreement for costs in the development or purchase of EIT systems or products provide individuals with disabilities reasonable accommodations and an equal and effective opportunity to benefit from or participate in a program, including those offered through electronic and information technology as per Section 504 of the Rehabilitation Act, codified in 40 CFR Part 7. Systems or products funded under this agreement must be designed to meet the diverse needs of users without barriers or diminished function or quality. Systems shall include usability features or functions that accommodate the needs of persons with disabilities, including those who use assistive technology.

H. Hotel-Motel Fire Safety Act: The RECIPIENT shall ensure that all space for conferences, meetings, conventions or training seminars funded in whole or in part with federal funds complies with the protection and control guidelines of the Hotel and Motel Fire Safety Act (15 USC 2225a, PL 101-391, as amended). Recipients may search the Hotel-Motel National Master List at <http://www.usfa.dhs.gov/applications/hotel/> to see if a property is in compliance, or to find other information about the Act. Pursuant to 15 USC 2225a.

I. Trafficking In Persons: The RECIPIENT and RECIPIENT employees that are private entities shall not engage in forms of

trafficking in persons during the period of time this agreement is effective. This includes, but is not limited to, the procurement of a commercial sex act or forced labor. The RECIPIENT shall notify ECOLOGY immediately of any information received from any source alleging a violation under this provision.

SECTION 5: THE FOLLOWING CONDITIONS APPLY TO STATE REVOLVING FUND (SRF) LOAN FUNDED PROJECTS ONLY.

The RECIPIENT must submit the following documents/forms to ECOLOGY before this agreement is signed by ECOLOGY:

1. Financial Capability Assessment Documentation
2. Opinion of RECIPIENT's Legal Council
3. Authorizing Ordinance or Resolution
4. Federal Funding Accountability and Transparency Act (FFATA) Form
5. CWSRF Federal Reporting Information form available in EAGL
6. Fiscal Sustainability Plan Certification Form (only required if the project includes construction of a wastewater or stormwater facility construction)
7. Cost and Effectiveness Analysis Certification Form

A. Alteration and Eligibility of Project: During the term of this agreement, the RECIPIENT (1) shall not materially alter the design or structural character of the project without the prior written approval of ECOLOGY and (2) shall take no action which would adversely affect the eligibility of the project as defined by applicable funding program rules and state statutes, or which would cause a violation of any covenant, condition, or provision herein.

B. American Iron and Steel (Buy American): This loan provision applies to projects for the construction, alteration, maintenance, or repair of a "treatment works" as defined in the Federal Water Pollution Control Act (33 USC 1381 et seq.) The RECIPIENT shall ensure that all iron and steel products used in the project are produced in the United States. Iron and Steel products means the following products made primarily of iron or steel: lined or unlined pipes and fittings, manhole covers and other municipal castings, hydrants, tanks, flanges, pipe clamps and restraints, valves, structural steel, reinforced precast concrete, and construction materials. The RECIPIENT may request waiver from this requirement from the Administrator of the Environmental Protection Agency. The RECIPIENT must coordinate all waiver requests through ECOLOGY. This provision does not apply if the engineering plans and specifications for the project were approved by ECOLOGY prior to January 17, 2014. ECOLOGY reserves the right to request documentation of RECIPIENT'S compliance with this provision.

C. Authority of RECIPIENT: This agreement is authorized by the Constitution and laws of the state of Washington, including the RECIPIENT's authority, and by the RECIPIENT pursuant to the authorizing ordinance or resolution. The RECIPIENT shall submit a copy of the authorizing ordinance or resolution to the ECOLOGY Financial Manager before this agreement shall be signed by ECOLOGY.

D. Equivalency Projects: (For designated equivalency projects only)

1. The RECIPIENT must procure architectural and engineering services in accordance with the federal requirements in Chapter 11 of Title 40, U.S.C. (see www.gpo.gov/fdsys/pkg/USCODE-2011-title40/pdf/USCODE-2011-title40-subtitleI-chap11.pdf).

E. Fiscal Sustainability Plan Certification: The RECIPIENT shall submit a completed Fiscal Sustainability Plan Certification before this agreement is signed by ECOLOGY. The Fiscal Sustainability Plan Certification is available from the ECOLOGY Financial Manager or on the Water Quality Program website.

F. Funding Recognition and Outreach: In addition to Section 2.F of these Terms and Conditions, the RECIPIENT agrees to comply with the EPA SRF Signage Guidance in order to enhance public awareness of EPA assistance agreements nationwide. The signage guidance can be found at: <http://www.ecy.wa.gov/programs/wq/funding/FundPrgrms/CWSRF/SignageGuidanceJune2015.pdf>.

G. Insurance: The RECIPIENT shall at all times carry fire and extended insurance coverage, public liability, and property damage, and such other forms of insurance with responsible insurers and policies payable to the RECIPIENT on such of the buildings, equipment, works, plants, facilities, and properties of the Utility as are ordinarily carried by municipal or privately-owned utilities engaged in the operation of like systems, and against such claims for damages as are ordinarily carried by municipal or privately-owned utilities engaged in the operation of like systems, or it shall self-insure or participate in an insurance pool or pools with reserves adequate, in the reasonable judgment of the RECIPIENT, to protect it against loss.

H. Litigation Authority: No litigation is now pending, or to the RECIPIENT's knowledge, threatened, seeking to restrain, or enjoin:

- (i) the execution of this agreement; or
- (ii) the fixing or collection of the revenues, rates, and charges or the formation of the ULID and the levy and collection of ULID Assessments therein pledged to pay the principal of and interest on the loan (for revenue secured lien obligations); or

- (iii) the levy and collection of the taxes pledged to pay the principal of and interest on the loan (for general obligation-secured loans and general obligation payable from special-assessment-secured loans); or
- (iv) in any manner questioning the proceedings and authority under which the agreement, the loan, or the project are authorized. Neither the corporate existence, or boundaries of the RECIPIENT nor the title of its present officers to their respective offices is being contested. No authority or proceeding for the execution of this agreement has been repealed, revoked, or rescinded.

I. Loan Interest Rate and Terms: This loan agreement shall remain in effect until the date of final repayment of the loan, unless terminated earlier according to the provisions herein.

When the Project Completion Date has occurred, ECOLOGY and the RECIPIENT shall execute an amendment to this loan agreement which details the final loan amount (Final Loan Amount), and ECOLOGY shall prepare a final loan repayment schedule. The Final Loan Amount shall be the combined total of actual disbursements made on the loan and all accrued interest to the computation date.

The Estimated Loan Amount and the Final Loan Amount (in either case, as applicable, a "Loan Amount") shall bear interest based on the interest rate identified in this agreement as the "Effective Interest Rate," per annum, calculated on the basis of a 365 day year. Interest on the Estimated Loan Amount shall accrue from and be compounded monthly based on the date that each payment is mailed to the RECIPIENT. The Final Loan Amount shall be repaid in equal installments, semiannually, over the term of this loan "Loan Term" as outlined in this agreement.

J. Loan Repayment:

Sources of Loan Repayment

1. Nature of RECIPIENT's Obligation. The obligation of the RECIPIENT to repay the loan from the sources identified below and to perform and observe all other agreements and obligations on its part, contained herein, shall be absolute and unconditional, and shall not be subject to diminution by setoff, counterclaim, or abatement of any kind. To secure the repayment of the loan from ECOLOGY, the RECIPIENT agrees to comply with all of the covenants, agreements, and attachments contained herein.

2. For General Obligation. This loan is a General Obligation Debt of the RECIPIENT.

3. For General Obligation Payable from Special Assessments. This loan is a General Obligation Debt of the RECIPIENT payable from special assessments to be imposed within the constitutional and statutory tax limitations provided by law without a vote of the electors of the RECIPIENT on all of the taxable property within the boundaries of the RECIPIENT.

4. For Revenue-Secured: Lien Position. This loan is a Revenue-Secured Debt of the RECIPIENT's Utility. This loan shall constitute a lien and charge upon the Net Revenue junior and subordinate to the lien and charge upon such Net Revenue of any Senior Lien Obligations.

In addition, if this loan is also secured by Utility Local Improvement Districts (ULID) Assessments, this loan shall constitute a lien upon ULID Assessments in the ULID prior and superior to any other charges whatsoever.

5. Other Sources of Repayment. The RECIPIENT may repay any portion of the loan from any funds legally available to it.

6. Defeasance of the Loan. So long as ECOLOGY shall hold this loan, the RECIPIENT shall not be entitled to, and shall not affect, an economic Defeasance of the loan. The RECIPIENT shall not advance refund the loan.

If the RECIPIENT defeases or advance refunds the loan, it shall be required to use the proceeds thereof immediately upon their receipt, together with other available RECIPIENT funds, to repay both of the following:

(i) The Loan Amount with interest

(ii) Any other obligations of the RECIPIENT to ECOLOGY under this agreement, unless in its sole discretion ECOLOGY finds that repayment from those additional sources would not be in the public interest.

Failure to repay the Loan Amount plus interest within the time specified in ECOLOGY's notice to make such repayment shall incur Late Charges and shall be treated as a Loan Default.

7. Refinancing or Early Repayment of the Project. So long as ECOLOGY shall hold this loan, the RECIPIENT shall give ECOLOGY thirty days written notice if the RECIPIENT intends to refinance or make early repayment of the loan.

Method and Conditions on Repayments

1. Semiannual Payments. Notwithstanding any other provision of this agreement, the first semiannual payment of principal and interest on this loan shall be due and payable no later than one year after the project completion date or initiation of operation date, whichever comes first.

Thereafter, equal payments shall be due every six months.

If the due date for any semiannual payment falls on a Saturday, Sunday, or designated holiday for Washington State agencies, the payment shall be due on the next business day for Washington State agencies.

Payments shall be mailed to:

Department of Ecology
Cashiering Unit

P.O. Box 47611
Olympia WA 98504-7611

In lieu of mailing payments, electronic fund transfers can be arranged by working with ECOLOGY's Financial Manager. No change to the amount of the semiannual principal and interest payments shall be made without a mutually signed amendment to this agreement. The RECIPIENT shall continue to make semiannual payments based on this agreement until the amendment is effective, at which time the RECIPIENT's payments shall be made pursuant to the amended agreement.

2. Late Charges. If any amount of the Final Loan Amount or any other amount owed to ECOLOGY pursuant to this agreement remains unpaid after it becomes due and payable, ECOLOGY may assess a late charge. The late charge shall be one percent per month on the past due amount starting on the date the debt becomes past due and until it is paid in full.

3. Repayment Limitations. Repayment of the loan is subject to the following additional limitations, among others: those on defeasance, refinancing and advance refunding, termination, and default and recovery of payments.

4. Prepayment of Loan. So long as ECOLOGY shall hold this loan, the RECIPIENT may prepay the entire unpaid principal balance of and accrued interest on the loan or any portion of the remaining unpaid principal balance of the Loan Amount. Any prepayments on the loan shall be applied first to any accrued interest due and then to the outstanding principal balance of the Loan Amount. If the RECIPIENT elects to prepay the entire remaining unpaid balance and accrued interest, the RECIPIENT shall first contact ECOLOGY's Revenue/Receivable Manager of the Fiscal Office.

K. Loan Security

Due Regard: For loans secured with a Revenue Obligation: The RECIPIENT shall exercise due regard for Maintenance and Operation Expense and the debt service requirements of the Senior Lien Obligations and any other outstanding obligations pledging the Gross Revenue of the Utility, and it has not obligated itself to set aside and pay into the loan Fund a greater amount of the Gross Revenue of the Utility than, in its judgment, shall be available over and above such Maintenance and Operation Expense and those debt service requirements.

Where collecting adequate gross utility revenue requires connecting additional users, the RECIPIENT shall require the sewer system connections necessary to meet debt obligations and expected operation and maintenance expenses.

Levy and Collection of Taxes (if used to secure the repayment of the loan): For so long as the loan is outstanding, the RECIPIENT irrevocably pledges to include in its budget and levy taxes annually within the constitutional and statutory tax limitations provided by law without a vote of its electors on all of the taxable property within the boundaries of the RECIPIENT in an amount sufficient, together with other money legally available and to be used therefore, to pay when due the principal of and interest on the loan, and the full faith, credit and resources of the RECIPIENT are pledged irrevocably for the annual levy and collection of those taxes and the prompt payment of that principal and interest.

Not an Excess Indebtedness: For loans secured with a general obligation pledge or a general obligation pledge on special assessments: The RECIPIENT agrees that this agreement and the loan to be made do not create an indebtedness of the RECIPIENT in excess of any constitutional or statutory limitations.

Pledge of Net Revenue and ULID Assessments in the ULID (if used to secure the repayment of this loan): For so long as the loan is outstanding, the RECIPIENT irrevocably pledges the Net Revenue of the Utility, including applicable ULID Assessments in the ULID, to pay when due the principal of and interest on the loan.

Utility Local Improvement District (ULID) Assessment Collection (if used to secure the repayment of the loan): All ULID Assessments in the ULID shall be paid into the Loan Fund and used to pay the principal of and interest on the loan.

L. Maintenance and Operation of a Funded Utility: The RECIPIENT shall, at all times, maintain and keep the funded Utility in good repair, working order, and condition.

M. Opinion of RECIPIENT's Legal Counsel: The RECIPIENT must submit an "Opinion of Legal Counsel to the RECIPIENT" to ECOLOGY before this agreement will be signed. ECOLOGY will provide the form.

N. Prevailing Wage (Davis-Bacon Act): The RECIPIENT agrees, by signing this agreement, to comply with the Davis-Bacon Act prevailing wage requirements. This applies to the construction, alteration, and repair of treatment works carried out, in whole or in part, with assistance made available by the State Revolving Fund as authorized by Section 513, title VI of the Federal Water Pollution Control Act (33 U.S.C. 1372). Laborers and mechanics employed by contractors and subcontractors shall be paid wages not less often than once a week and at rates not less than those prevailing on projects of a character similar in the locality as determined by the Secretary of Labor.

The RECIPIENT shall obtain the wage determination for the area in which the project is located prior to issuing requests for bids, proposals, quotes or other methods for soliciting contracts (solicitation). These wage determinations shall be incorporated into solicitations and any subsequent contracts. The RECIPIENT shall ensure that the required EPA contract language regarding Davis-Bacon Wages is in all contracts and sub contracts in excess of \$2,000. The RECIPIENT shall maintain records sufficient to document compliance with the Davis-Bacon Act, and make such records available for review upon request.

The RECIPIENT also agrees, by signing this agreement, to comply with State Prevailing Wages on Public Works, Chapter

39.12 RCW, as applicable. Compliance may include the determination whether the project involves "public work" and inclusion of the applicable prevailing wage rates in the bid specifications and contracts. The RECIPIENT agrees to maintain records sufficient to evidence compliance with Chapter 39.12 RCW, and make such records available for review upon request.

O. Progress Reports: RECIPIENTS funded with State Revolving Fund Loan or Forgivable Principal shall include the following verification statement in the "General Comments" text box of each progress report.

"We verify that we are in compliance with all the requirements as outlined in our funding agreement(s) with the Department of Ecology. This includes but is not limited to:

- The Davis-Bacon Act, 29 CFR (If applicable)
- Washington State Prevailing Wage Rate, Chapter 39.12 RCW (Pertaining to all recipients)
- The Disadvantaged Business Enterprise (DBE), 40 CFR, Part 33"

P. Representations and Warranties: The RECIPIENT represents and warrants to ECOLOGY as follows:

Application: Material Information. All information and materials submitted by the RECIPIENT to ECOLOGY in connection with its loan application were, when made, and are, as of the date the RECIPIENT signs this agreement, true and correct. There is no material adverse information relating to the RECIPIENT, the project, the loan, or this agreement known to the RECIPIENT, which has not been disclosed in writing to ECOLOGY.

Existence; Authority. It is a duly formed and legally existing municipal corporation or political subdivision of the state of Washington or a federally recognized Indian Tribe. It has full corporate power and authority to execute, deliver, and perform all of its obligations under this agreement and to undertake the project identified herein.

Certification. Each payment request shall constitute a certification by the RECIPIENT to the effect that all representations and warranties made in this loan agreement remain true as of the date of the request and that no adverse developments, affecting the financial condition of the RECIPIENT or its ability to complete the project or to repay the principal of or interest on the loan, have occurred since the date of this loan agreement. Any changes in the RECIPIENT's financial condition shall be disclosed in writing to ECOLOGY by the RECIPIENT in its request for payment.

Q. Sale or Disposition of Funded Utility: The RECIPIENT shall not sell, transfer, or otherwise dispose of any of the works, plant, properties, facilities, or other part of the funded Utility or any real or personal property comprising a part of the funded Utility unless:

1. The facilities or property transferred are not material to the operation of the funded Utility, or have become unserviceable, inadequate, obsolete, or unfit to be used in the operation of the funded Utility or are no longer necessary, material, or useful to the operation of the funded Utility; or

2. The aggregate depreciated cost value of the facilities or property being transferred in any fiscal year comprises no more than three percent of the total assets of the funded Utility; or

3. The RECIPIENT receives from the transferee an amount equal to an amount which will be in the same proportion to the net amount of Senior Lien Obligations and this LOAN then outstanding (defined as the total amount outstanding less the amount of cash and investments in the bond and loan funds securing such debt) as the Gross Revenue of the funded Utility from the portion of the funded Utility sold or disposed of for the preceding year bears to the total Gross Revenue for that period.

4. Expressed written agreement by the ECOLOGY-.

The proceeds of any transfer under this paragraph must be used (1) to redeem promptly, or irrevocably set aside for the redemption of, Senior Lien Obligations and to redeem promptly the loan, and (2) to provide for part of the cost of additions to and betterments and extensions of the Utility.

R. Sewer-Use Ordinance or Resolution for Funded Wastewater Facility Projects: If not already in existence, the RECIPIENT shall adopt and shall enforce a sewer-use ordinance or resolution. Such ordinance or resolution shall be submitted to ECOLOGY upon request.

The sewer use ordinance must include provisions to:

- 1) Prohibit the introduction of toxic or hazardous wastes into the RECIPIENT's sewer system.
- 2) Prohibit inflow of stormwater into separated sewer systems.
- 3) Require that new sewers and connections be properly designed and constructed.

S. Termination and Default:

Termination and Default Events

1. For Insufficient ECOLOGY or RECIPIENT Funds. ECOLOGY may terminate this loan agreement for insufficient ECOLOGY or RECIPIENT funds.

2. For Failure to Commence Work. ECOLOGY may terminate this loan agreement for failure of the RECIPIENT to commence project work.

3. Past Due Payments. The RECIPIENT shall be in default of its obligations under this loan agreement when any loan repayment becomes 60 days past due.

4. Other Cause. The obligation of ECOLOGY to the RECIPIENT is contingent upon satisfactory performance in full by the RECIPIENT of all of its obligations under this loan agreement. The RECIPIENT shall be in default of its obligations under this loan agreement if, in the opinion of ECOLOGY, the RECIPIENT has unjustifiably failed to perform any obligation required of it by this loan agreement.

Procedures for Termination. If this loan agreement is terminated prior to project completion, ECOLOGY shall provide to the RECIPIENT a written notice of termination at least five working days prior to the effective date of termination (the "Termination Date"). The written notice of termination by the ECOLOGY shall specify the Termination Date and, when applicable, the date by which the RECIPIENT must repay any outstanding balance of the loan and all accrued interest (the "Termination Payment Date").

Termination and Default Remedies

No Further Payments. On and after the Termination Date, or in the event of a default event, ECOLOGY may, at its sole discretion, withdraw the loan and make no further payments under this agreement.

Repayment Demand. In response to an ECOLOGY initiated termination event, or in response to a loan default event, ECOLOGY may at its sole discretion demand that the RECIPIENT repay the outstanding balance of the Loan Amount and all accrued interest.

Interest after Repayment Demand. From the time that ECOLOGY demands repayment of funds, amounts owed by the RECIPIENT to ECOLOGY shall accrue additional interest at the rate of one percent per month, or fraction thereof.

Accelerate Repayments. In the event of a default, ECOLOGY may, in its sole discretion, declare the principal of and interest on the loan immediately due and payable, subject to the prior lien and charge of any outstanding Senior Lien Obligation upon the Net Revenue. That is, the loan is not subject to acceleration so long as any Senior Lien Obligations are outstanding. Repayments not made immediately upon such acceleration will incur Late Charges.

Late Charges. All amounts due to ECOLOGY and not paid by the RECIPIENT by the Termination Payment Date or after acceleration following a default event, as applicable, shall incur late charges.

Intercept State Funds. In the event of a default event and in accordance with Chapter 90.50A.060 RCW, "Defaults," any state funds otherwise due to the RECIPIENT may, at ECOLOGY's sole discretion, be withheld and applied to the repayment of the loan.

Property to ECOLOGY. In the event of a default event and at the option of ECOLOGY, any personal property (equipment) acquired under this agreement may, in ECOLOGY's sole discretion, become ECOLOGY's property. In that circumstance, ECOLOGY shall reduce the RECIPIENT's liability to repay money by an amount reflecting the fair value of such property.

Documents and Materials. If this agreement is terminated, all finished or unfinished documents, data studies, surveys, drawings, maps, models, photographs, and reports or other materials prepared by the RECIPIENT shall, at the option of ECOLOGY, become ECOLOGY property. The RECIPIENT shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials.

Collection and Enforcement Actions. In the event of a default event, the state of Washington reserves the right to take any actions it deems necessary to collect the amounts due, or to become due, or to enforce the performance and observance of any obligation by the RECIPIENT, under this agreement.

Fees and Expenses. In any action to enforce the provisions of this agreement, reasonable fees and expenses of attorneys and other reasonable expenses (including, without limitation, the reasonably allocated costs of legal staff) shall be awarded to the prevailing party as that term is defined in Chapter 4.84.330 RCW.

Damages. Notwithstanding ECOLOGY's exercise of any or all of the termination or default remedies provided in this agreement, the RECIPIENT shall not be relieved of any liability to ECOLOGY for damages sustained by ECOLOGY and/or the state of Washington because of any breach of this agreement by the RECIPIENT. ECOLOGY may withhold payments for the purpose of setoff until such time as the exact amount of damages due ECOLOGY from the RECIPIENT is determined.

T. User-Charge System for Funded Utilities: The RECIPIENT certifies that it has the legal authority to establish and implement a user-charge system and shall adopt a system of user-charges to assure that each user of the funded utility shall pay its proportionate share of the cost of operation and maintenance, including replacement during the design life of the project. The user-charge system will include provisions for a connection charge.

In addition, the RECIPIENT shall regularly evaluate the user-charge system, at least annually, to ensure the system provides adequate revenues necessary to operate and maintain the funded utility, to establish reserves to pay for replacement, and to repay the loan.

AUTHORIZING SIGNATURES

All other terms and conditions of the original Agreement including any Amendments remain in full force and effect, except as expressly provided by this Amendment.

The signatories to this Amendment represent that they have the authority to execute this Amendment and bind their respective organizations to this Amendment.

This amendment will be effective 06/30/2023.

IN WITNESS WHEREOF: the parties hereto, having read this Amendment in its entirety, including all attachments, do agree in each and every particular and have thus set their hands hereunto.

Washington State
Department of Ecology

Clallam County - Health and Human Services

By: _____

Vincent McGowan, P.E.

Date

Water Quality

Program Manager

By: _____

Mike W French

Date

Commissioner

Template Approved to Form by
Attorney General's Office

6



AGENDA ITEM SUMMARY

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

APR 08 2024

Department: Health and Human Services

WORK SESSION ☒ Meeting Date: April 8, 2024

REGULAR AGENDA ☒ Meeting Date: April 16, 2024

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

Item summary:

- | | |
|---|--|
| ☐ Call for Hearing | ☒ Contract/Agreement/MOU - Contract # 11301-24 - LHO |
| ☐ Resolution | ☐ Proclamation ☐ Budget Item |
| ☐ Draft Ordinance | ☐ Final Ordinance ☐ Other |

Documents exempt from public disclosure attached: ☐

Executive summary:

The attached Interlocal Agreement is between Washington State Department of Health and Clallam County Health and Human Services. This Interlocal Agreement is intended for when the Local Health Officer for the Local Health Jurisdiction is vacant, or the incumbent is absent or incapacitated and unable to fulfill the responsibilities of the Local Health Officer. This Agreement would allow the Department of Health to appoint a Regional Medical Officer or other qualified employee to serve as acting Health Officer for the Local Health Jurisdiction during these periods.

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?)
Please review and approve.

County Official signature & print name:  KEVIN LoPiccolo

Name of Employee/Stakeholder attending meeting: Kevin LoPiccolo

Relevant Departments: Health and Human Services

Date submitted: April 3, 2024

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

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

Interlocal Agreement Local Health Officer DOH

Revised: 3-04-2019

INTERLOCAL AGREEMENT FOR ACTING HEALTH OFFICER COVERAGE BETWEEN
WASHINGTON STATE DEPARTMENT OF HEALTH
AND Clallam County Health and Human Services

Agreement made by and between Washington State Department of Health ("Department") and Clallam County Health and Human Services ("LHJ") pursuant to RCW 39.34.080.

WHEREAS, there may be periods when the position of Local Health Officer ("LHO") for the LHJ is vacant or the incumbent LHO may be absent or incapacitated and unable to fulfill the responsibilities of the LHO, and it is imperative that the responsibilities of the LHO that require timely public health action be fulfilled for the LHJ during these periods; and

WHEREAS, in its sole discretion and per its guidelines and process, the Department may agree to the appointment of a Department Regional Medical Officer ("RMO") or other qualified Department employee (referred to collectively as "Designee") to serve as acting health officer for the LHJ to fulfill the responsibilities of the LHO during a vacancy or period of absence or incapacity.

NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:

1. Designation of Authority.

- a. Pursuant to RCW 70.05.080, [insert name and title of Designee] will serve as acting health officer for the LHJ as requested by an authorized official for the LHJ, provided that:
 - i. This Agreement has been fully executed by the Department and the LHJ and is in full force and effect;
 - ii. The local board of health or official responsible for appointing the LHO has appointed the Designee to serve as acting health officer for the LHJ;
 - iii. The LHJ has complied with the Department's guidelines and process for requesting LHO coverage;
 - iv. The Department has approved the request for LHO coverage in writing; and
 - v. The Designee has consented to serving as acting health officer as requested.
- b. This Agreement covers any and all LHJ requests for acting health officer coverage during the term of this Agreement. For acting health officer coverage to be effective, the Department must separately approve each request in writing, including the duration of coverage, and the Designee must separately consent to each request. The local board of health or official responsible for appointing the LHO must ensure that an appointment of the Designee to serve as acting health officer is in effect with respect to each request for coverage. One appointment may apply to multiple requests.
- c. The Department retains full authority and discretion to approve or deny any request for acting health officer coverage.
- d. The Designee shall have the same duties, powers, and authority as a regularly appointed LHO while serving as acting health officer and will exercise such duties, powers, and authority in accordance with applicable law and under the direction of the local board of health or, if any, the LHJ's administrative officer.

- e. Notwithstanding anything to the contrary herein, the Designee shall have the discretion to decline to take any action that the Designee is requested or directed to take, including, but not limited to, actions that, in the Designee's judgment, can be delayed until the appointment of a permanent LHO in the case of a vacancy or return of the incumbent LHO without jeopardizing the public health or do not protect or promote the public health.
 - f. The Designee's authority to serve as acting health officer will terminate when this Agreement expires or is terminated, the Designee's appointment by the local board of health or official responsible for appointing the LHO expires or is terminated, a permanent LHO is appointed in the case of a vacancy, the incumbent LHO is no longer absent or incapacitated and is able to fulfill their responsibilities, when the Designee revokes their consent, the Department rescinds its approval, or when the Department's specified duration of coverage expires.
2. **Indemnification/Hold Harmless/Insurance.** The LHJ shall defend, indemnify, and hold harmless the Designee and the Department and its officers, officials, employees, and volunteers from any and all claims, injuries, damages, losses, or suits, including attorney fees, arising out of or in connection with the performance of this Agreement, except for injuries and damages caused by the willful and wanton negligence of the Designee or the Department or its officers, officials, employees, or volunteers. The LHJ must provide liability insurance coverage for the Designee that is equivalent to the coverage provided for the LHO.
3. **Term.** The term of this Agreement shall commence on the date this agreement is executed by all parties and shall remain in effect for one calendar year, unless terminated earlier per the terms of this Agreement. The parties may extend the term of this Agreement by written mutual agreement.
4. **Termination.** Either Party may terminate the agreement at their sole discretion. Termination shall be effective as provided in written notice provided by the terminating Party, though no earlier than upon receipt of written notice by mail or email, or within three days of the mailing of the notice, whichever occurs first.
5. **Extent of Agreement/Modification.** This Agreement, together with any attachments or addenda, represents the entire and integrated Agreement between the parties and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may be amended, modified, or added to only by written instrument properly signed by both parties.
6. **Notices.**

Notices to the LHJ shall be sent to:

The following mailing address:

Clallam County Health & Human Services
111 E 3rd St.
Port Angeles, WA 98362

Or the following email address: kevin.lopiccolo@clallamcountywa.gov

Notices to the Department shall be sent to:

The following mailing address:

Washington State Department of Health
1610 NE 150th St
Shoreline, WA 98155

Or the following email address:

Receipt of any notice shall be deemed effective upon actual receipt or three (3) days after deposit of written notice in the U.S. mail with proper postage and address, whichever occurs first.

7. **Property and Equipment.** Upon termination or non-renewal of this agreement, all property purchased by the LHJ in furtherance of this agreement shall remain the property of the LHJ and all property purchased by the Department in furtherance of this agreement shall remain the property of the Department. All property shall be returned to its owner upon termination or non-renewal of this Agreement.
8. **Filing.** The LHJ shall be responsible for complying with the requirements of RCW 39.34.040 with respect to this agreement.
9. **Authority to Bind Parties and Enter Into Agreement.** The undersigned represent that they have full authority to enter into this Agreement and to bind the parties for and on behalf of the legal entities set forth below.

Clallam County Health & Human Services

Washington State Department of Health

Signature

Signature

Name

Name

Title

Title

Date Signed

Date Signed

Approved as to form only by


Bert Dee Boughton
Civil Deputy Prosecuting Attorney
Clallam County



AGENDA ITEM SUMMARY

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

APR 08 2024

Department: Health and Human Services

WORK SESSION ☒ **Meeting Date: April 8, 2024**

REGULAR AGENDA ☒ **Meeting Date: April 16, 2024**

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

Item summary:

- | | | |
|---|---|---|
| ☐ Call for Hearing | ☐ Contract/Agreement | |
| ☐ Resolution | ☐ Proclamation | ☐ Budget Item |
| ☐ Draft Ordinance | ☐ Final Ordinance | ☒ Other – Furniture Purchase/Bid Waiver |

Documents exempt from public disclosure attached: ☐

Executive summary:

Health and Human Services Department is requesting a Bid Waiver to utilize partial funds from the Department of Health CDC Covid-19 Workforce Development Grant to purchase furniture for nine workstations, filing cabinets, chairs for lobby, and bookcases for the Public Health office. The Workforce Development Grant guidance is specific to the following allowable expenses for the local health jurisdiction:

- Training and conferences.
- Supplies related to training, such as books, project management, software, subscriptions, and virtual training.
- Employee essentials, computers, software, desks, cubicle walls, chairs, etc. for new and/or existing employees.
- Salaries and benefits.

The Department of Health awarded \$200,000 of the CDC Covid-19 Workforce Development Funds to Clallam County Health and Human Services that is part of Consolidated Contract #17 approved by the Commissioners. The grant funding ends June 30, 2024. Staff has included the approved Workforce Development Plan from the Department of Health that outlines the proposed activity and estimated cost.

Health and Human Services is requesting that the Commissioners support the request to replace the surplus furniture in the Public Health office with new furniture from Pacific Office Equipment to achieve a more efficient layout that will improve employee satisfaction and productivity.

Health and Human Services Department is requesting a waiver of the BID/RFP/Quote Requirement, pursuant to Clallam County Code, Chapter 3.12, and Administrative Policy 560, for the purchase 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)

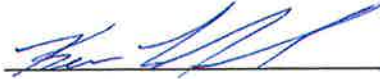
office furniture, file cabinets, bookcases, and chairs for the lobby from Pacific Office Equipment. (See attached Request for Waiver).

The quote attached is for \$66,861.

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

Budget to be approved April 30, 2024.

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

County Official signature & print name:  KEVIN LoPiccolo

Name of Employee/Stakeholder attending meeting: Kevin LoPiccolo

Relevant Departments: Health and Human Services

Date submitted: April 3, 2024

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

CDC COVID-19 Public Health Workforce Development – LHJ – Implementation Plan & Review
FFY21 CDC COVID-19 PHWFD-LHJ

LHJ: CLALLAM COUNTY HEALTH & HUMAN SERVICES

From **KEVIN LOPICCOLO**

Email: **KEVIN.LOPICCOLO@CLALLAMCOUNTYWA.GOV**

Date(s): **SUBMITTED FEBRUARY 6, 2024, Additional Information 2/8/2024, additional 3/1/2024**

Reviewed by (DOH-ORHS Staff): Marcia McDowell and Tory Henderson

Date(s): 2/8/2024, 2/14/2024, updated 2/26/2024 Tory & Marcia, 03/04/2024, **3/13/2024**

Notes based on the Grant Guidance:

Funding is intended to establish, expand, train, and sustain public health staff to support LHJ COVID-19 prevention, preparedness, response, and recovery initiatives.

Purchase of equipment and supplies necessary to support the expanded [or existing] workforce including personal protective equipment, equipment needed to perform the duties of the position, computers, cell phones, internet costs, cybersecurity software, and other costs associated with support of the expanded workforce (to the extent these are not included in recipient indirect costs).

Activities are allowable provided staff (new or existing) responsibilities are totally or partially (allocable) related to COVID-19 prevention, preparedness, response, and recovery initiatives.

- Note if a proposed activity includes a **contract or out-of-state travel**. Preapproval is required for these items. The Implementation Plan will be considered your request for preapproval.
- **For out-of-state travel preapproval** include name of traveler(s), and name, date(s), and location of event.
- Spell out acronyms (for example, for conferences, NACCHO, etc.)
- Add additional rows as needed.

Proposed Activity	Estimated Cost	Description	Allowable/Not Allowable/Questions (DOH staff will complete this column)
Sanitation / Janitorial Services (Squeaky Clean)	12,000	Contract with janitorial service to sanitize and clean the LHJ facilities.	Allowable Contract 2/8/2024 Approval to contract email sent. TH

Proposed Activity	Estimated Cost	Description	Allowable/Not Allowable/Questions (DOH staff will complete this column)
Extra help employee (employment service agency Express Employment Services)	25,000	Extra help employee for contact tracing	Allowable
Salaries and benefits	15,000	LHJ salaries and benefits	Need more information – How does this relate to the Grant? Whose salaries and benefits are you proposing to pay? 2/14/2024 Allowable From Kevin 2/8/2024: This request is to pay for continuation of covid response and vaccine services for nurses, supervisor, and clerking/scheduling PH Nurses: 9,500 Supervisor: 3,000 Clerks: 1,500 Health Officer: 1,000 NOTE: We just requested an extension of covid funding through 6/2024 so we may be able to use those funds instead. We haven't heard back yet on approval.
Secure file transfer software	5,000	Secure exchange of files	Allowable

Proposed Activity	Estimated Cost	Description	Allowable/Not Allowable/Questions (DOH staff will complete this column)
Laminator	500	Ability to laminate signage, etc.	Allowable
HEPA Air Cleaners – for LHJ in facility use	14,000	HEPA air cleaner for each employee office / work area (20 machines @ 500 each) (40 filters @ 100 each)	Allowable
HEPA Air Cleaners – for loan to offsite care facilities during outbreaks	14,000	HEPA air cleaners available for long term care facilities to use during patient outbreaks (20 machines @ 500 each) (40 filters @ 100 each)	Allowable
PPE	25,000	Masks, gloves, other PPE for LHJ employee use	Allowable for LHJ staff – not allowable for community use with these Grant funds.
Furniture	89,500	Employee furniture replacements (desks, cubicles, etc)	Allowable 2/8/2024 Increased amount from Kevin.
TOTAL Not to exceed \$200,000	\$200,000	2/8/2024 updated TH.	

Requests for funds beyond \$200,000



**REQUEST FOR WAIVER OF
BID/RFP/QUOTE REQUIREMENT**

Department: **Health and Human Services – Public Health**

Date: 04/03/2024

Contract Number: None

Pursuant to Clallam County Code Chapter 3.12, and Administrative Policy 560, a waiver of the Bid/RFP/Quote requirement for purchases of goods or services is requested.

Goods or Services to be Purchased: Office furniture for the Public Health office.

Cost of Purchase: \$66,861 (includes furniture for nine workstations, filing cabinets/drawers, chairs for lobby.

Vendor to be Awarded Contract:

Pacific Office Equipment, Port Angeles, WA

I certify that after diligent inquiry, to the best of my knowledge the vendor indicated above is the sole provider of the goods/services detailed in this document.

By: 
County Official Signature

Approved this _____ day of _____ 2024

BOARD OF CLALLAM COUNTY COMMISSIONERS

Mike French, Chair

Memo: Per Clallam County Administrative Policy 560 – Purchasing, Bidding & Contracts, Pacific Office Equipment is currently on the Clallam County Vendor List.

(2) Solicitation of Informal Bids/Quotes Solicitation of informal bids may be made in person or by mail, telephone, fax, or email. Responses must be in writing and may be faxed, email, or may be pages from published catalogs, published advertisements, or other written documents. Any solicitation must include at least 3 vendors, if available, from the County's Vendor List. Vendors not on the County's Vendor List may be solicited in addition.

Staff has attached three informal quotes from three different suppliers. The quotes are general in nature as most of the office workstations must be sized correctly to function properly.

.40 SOLE SOURCE PURCHASES Solicitation of formal bids, informal bids/quotes, and/or an RFP/RFQ may be dispensed with where the purchases are clearly and

legitimately limited to a single source of supply, or which involve special facilities or market conditions.

The main office configuration is limited in size to accommodate the necessary workstations for employees. The open floor plan can reasonably accommodate five workstations, but as proposed the main office area will have at least seven workstations. Pacific Office Equipment has the necessary expertise to configure and assemble the workstations to fit the needs of the employee. The two other commercial office furniture vendors do not offer this service, only the delivery of the furniture.

PACIFIC OFFICE EQUIPMENT QUOTE

Sales Quote No: 1764

Date: 2/20/24

Account No: CLA045

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

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

Sales Person	P.O. Number	Ship Method	Payment Terms	Quote Expires On
NICK WRIGHT	MADISON	DELIVERY	NET 30	3/11/24

Notes

ALL PRICING INCLUDES PLANNING, SETUP, DELIVERY, INSTALLATION

Item No	Description	Quantity	UM	Price	Disc	Amount
FURNITURE	BACK SPACE: ASPEN 72X30 COMMERCIAL ELECTRIC SIT/STAND DESKS W/ ANTI-FATIGUE MAT, CABLE TRAY & 24"H X 30"W ACOUSTIC FABRIC "SPRUCE" PANEL. ERGONOMIC OFFICE CHAIRS. BLACK MOBILE BOX/FILE	3.00	EACH	\$2,419.00	0.00	\$7,257.00
FURNITURE	COPIER SPACE: ASPEN TWO DOUBLE DOOR 30"H STORAGE CABINETS W/ SINGLE TOP AND TWO 60X85 WALL MOUNTED SOUND-RESISTANT PANELS, ONE ON EACH SIDE	1.00	EACH	\$3,682.40	0.00	\$3,682.40
FURNITURE	COPIER STAND: CASSETTE FEED UNIT AS1 (REPLACES CURRENT A31 CASSETTE MODULE)	1.00	EACH	\$500.00	0.00	\$500.00
FURNITURE	SOUTH WALL DESK: ASPEN 72X30 COMMERCIAL ELECTRIC SIT/STAND DESK W/ ANTI-FATIGUE MAT, CABLE TRAY, FRONT-MOUNT MAGNETIC 30"H ACOUSTIC "SPRUCE" PANEL. ERGONOMIC OFFICE CHAIR	1.00	EACH	\$2,657.80	0.00	\$2,657.80
FURNITURE	FRONT DESK SE CORNER: ASPEN 72X30 L-SHAPE COMMERCIAL ELECTRIC SIT/STAND DESK W/ 48X24 RIGHT HAND RETURN, ANTI-FATIGUE MAT, CABLE TRAY. 2 X BLACK MOBILE BOX/FILE. 72" STACK-ON HUTCH W/ WOOD DOORS, TACK AND LIGHT. ERGONOMIC OFFICE CHAIR	1.00	EACH	\$4,242.40	0.00	\$4,242.40
FURNITURE	RECEPTION COUNTER SNEEZE GUARDS: 24"H X 8FT WIDE ACRYLIC CLEAR PANELS W/ METAL FRAME AND 4" PASSTHROUGH	2.00	EACH	\$797.60	0.00	\$1,595.20
FURNITURE	FRONT DESK NW CORNER: ASPEN 72X30 L-SHAPE COMMERCIAL ELECTRIC SIT/STAND DESK W/ 72X24 LEFT HAND RETURN, ANTI-FATIGUE MAT, CABLE TRAY. 2 X BLACK MOBILE BOX/FILE. 72" STACK-ON HUTCH W/ WOOD DOORS, TACK AND LIGHT. ERGONOMIC OFFICE CHAIR	1.00	EACH	\$4,544.00	0.00	\$4,544.00
FURNITURE	NORTH WALL DESKS: ASPEN 72X30 COMMERCIAL ELECTRIC SIT/STAND DESKS W/ ANTI-FATIGUE MAT, CABLE TRAY, FRONT-MOUNT MAGNETIC 30"H ACOUSTIC "SPRUCE" PANEL. ERGONOMIC OFFICE CHAIR	2.00	EACH	\$2,657.50	0.00	\$5,315.00
FURNITURE	HEALTH OFFICER: ASPEN 72X30 COMMERCIAL ELECTRIC SIT/STAND DESK W/ ANTI-FATIGUE MAT, CABLE TRAY. 30"H STORAGE CABINET W/ STACK ON HUTCH. 30" ROUND CONF TABLE W/ 4 NESTING CHAIRS	1.00	EACH	\$3,841.60	0.00	\$3,841.60
FURNITURE	NESTING CHAIRS FOR BACK CONFERENCE ROOM & BREAKROOM. BLACK FABRIC SEAT W/ BLACK MESH BACK, CASTERS W/O ARMS	20.00	EACH	\$200.00	0.00	\$4,000.00
FURNITURE	ACOUSTIC CEILING PANELS: 24X24 (STYLE TBD. 4 SETS, 8 PANELS/SET), INC ADHESIVE MOUNTING KIT	2.00	EACH	\$2,499.00	0.00	\$4,998.00

Sales Quote No: 1764
Date: 2/20/24
Account No: CLA045

Bill To: CLALLAM CO. HEALTH & HUMAN SERVICES
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 PORT ANGELES, WA 98362-3000

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 111 E. 3RD STREET
 PORT ANGELES, WA 98362-3000

FURNITURE	FILE ROOM: 7 X CHARCOAL 4 DRAWER LETTER VERTICAL FILES & 2 X CHARCOAL 4 DRAWER LATERAL FILES (KEYED ALIKE), 66"H X 36"W TWO DOOR STORAGE CABINET, 2 X 72" FLOATING HUTCHES W/ WOOD DOORS, 42X24 TABLE, 2 X SUPPLY STORAGE BINS	1.00	EACH	\$8,328.60	0.00	\$8,328.60
FURNITURE	WIC OFFICE: ASPEN 66"H X 36"W TWO DOOR STORAGE CABINET. 28"X24" CUSTOMIZED MODIFIED SHELL ACTING AS TABLE W/ SHELF ADDED	1.00	EACH	\$1,452.00	0.00	\$1,452.00
FURNITURE	INTERVIEW OFFICE: ASPEN 2 DRAWER LATERAL W/ 2-SHELF STACK ON BOOKCASE, 72" FLOATING HUTCH W/ WOOD DOORS, 30" ROUND TABLE W/ BLACK METAL BASE	1.00	EACH	\$2,142.00	0.00	\$2,142.00
FURNITURE	MADISON OFFICE: USED HONEY 36" ROUND TABLE W/ NEW BLACK BASE, USED 30"H X 32"W BOOKCASE	1.00	EACH	\$592.00	0.00	\$592.00
FURNITURE	OPTIONAL QUIET ROOM PANEL SYSTEM: LOCATED IN MAIN SPACE ON THE NW CORNER. 85"H SOUND RESISTANT PANELS, OVERALL DIMENSIONS 108" X 96". INCLUDES SLIDING FROSTED GLASS DOOR	1.00	EACH	\$6,249.00	0.00	\$6,249.00

Pacific Office Equipment
 "Your Local Solution Provider"
 314 E 8th St Port Angeles, WA 98362
 800-962-8714 360-417-3600
 www.poeinc.com

Subtotal	\$61,397.00
Discount	\$0.00
Freight	\$0.00
Sales Tax	\$5,464.33
Sales Order Total	\$66,861.33

OFFICE DEPOT QUOTE

Shopping Cart

Continue Shopping



Bestar Pro-Vega 81"W L-Shaped Standing Corner Desk With Dual Monitor Arm And Credenza, Walnut Gray/White
Item # 7687829
Entered Item # 7687829

Delivery
In-store pickup not available.
Estimated delivery 7-10 business days

QTY
9

\$19,030.41
\$2,114.49 each



WorkPro® 1000 Series Ergonomic Mesh/Mesh Mid-Back Task Chair, Black/Black, BIFMA Compliant
Item # 604924
Entered Item # 604924

Delivery
Estimated delivery 1-3 business days

QTY
9

\$1,874.70
\$208.30 each

Add Accident Coverage
[Learn More](#)

Select Accident Coverage



Rosseto Serving Solutions Workstation/Booth Divider, 20" x 46", Clear
Item # 9888627
Entered Item # 9888627

Delivery
In-store pickup not available.
Estimated delivery 3-7 business days

QTY
6

\$785.94
\$130.99 each



HON® 800 36"W x 19-1/4"D Lateral 2-Drawer File Cabinet With Lock, Charcoal
Item # 166791
Entered Item # 166791

Delivery
In stock and ready to ship

QTY
2

\$1,071.98
\$535.99 each

Add Accident Coverage
[Learn More](#)

Select Accident Coverage



BSI Sneeze Guard, 48" x 48", Clear
Item # 8885382
Entered Item # 8885382

Delivery
In-store pickup not
available.
Estimated delivery 10-15
business days

QTY
4

\$2,999.96
\$749.99 each



Bush Business Furniture 60"W 2-Person Cubicle
Desk Workstation With 66"H Panels, Pure
White/Silver Gray, Standard Delivery
Item # 9474159
Entered Item # 9474159

Delivery
In-store pickup not
available.
Estimated delivery 3-5
business days

Freight Delivery

QTY
2

\$3,421.18
\$1,710.59 each

Add Accident Coverage

[Learn More](#)

Select Accident Coverage



HON® 310 26-1/2"D Vertical 4-Drawer Letter-Size
File Cabinet, Putty
Item # 903575
Entered Item # 903575

Delivery
In stock and ready to
ship

QTY
3

\$1,337.34
\$445.78 each

Add Accident Coverage

[Learn More](#)

Select Accident Coverage



Bush® Business Furniture Universal Tall Storage
Cabinet With Doors And Shelves, Platinum Gray,
Standard Delivery
Item # 6298148
Entered Item # 6298148

Delivery
In-store pickup not
available.
Estimated delivery 3-5
business days

Freight Delivery

QTY
2

\$861.98
\$430.99 each

Add Accident Coverage

[Learn More](#)

Select Accident Coverage



Realspace® Magellan 58\"W Hutch for Corner/L-Desk, Gray
Item # 235240
Entered Item # 235240

Delivery
In stock and ready to ship

QTY
2

\$499.98
\$249.99 each

Add Accident Coverage
[Learn More](#)

Select Accident Coverage



WorkPro® Modular 48\"W Stack On-Hutch, Charcoal
Item # 771496
Entered Item # 771496

Delivery
In-store pickup not available.
Estimated delivery 1-3 business days

QTY
2

\$1,039.98
\$519.99 each

Add Accident Coverage
[Learn More](#)

Select Accident Coverage



WorkPro® Modular Flipper Door Kit, For 48\" Stack On Hutch, Charcoal
Item # 586823
Entered Item # 586823

Delivery
In-store pickup not available.
Estimated delivery 1-3 business days

QTY
2

\$449.98
\$224.99 each

Add Accident Coverage
[Learn More](#)

Select Accident Coverage



KFI Studios Midtown Pedestal Round Standard Height Table Set With Imme Armless Chairs, 31-3/4\"H x 22\"W x 19-3/4\"D, Cafelle Top/Black...
Item # 4953012
Entered Item # 4953012

Delivery
In-store pickup not available.
Estimated delivery 7-10 business days

QTY
1

\$1,899.99
\$1,899.99 set



Mayline Medina Box/Box/File Mobile Pedestal - 18\" x 15.5\" x 26.8\" - 3 x Box, File Drawer(s) - Material: Steel - Finish: Gray, Laminate
Item # 971909
Entered Item # 971909

Delivery
In-store pickup not available.
Estimated delivery 3-7 business days

QTY
2

\$1,006.78
\$503.39 each

Add Accident Coverage

[Learn More](#)

Select Accident Coverage



Bush® Business Furniture Studio C 30"W Office Storage Cabinet With Doors, Storm Gray, Standard Delivery
Item # 7040297
Entered Item # 7040297

Delivery
In-store pickup not available.
Estimated delivery 3-5 business days
Freight Delivery

QTY
2

\$549.98
\$274.99 each



Office Star™ Folding Chair With Casters, Deluxe With Mesh Back, Coal/Titanium, Set Of 2
Item # 148484
Entered Item # 148484

Delivery
In-store pickup not available.
Estimated delivery 7-10 business days

QTY
20

\$7,839.80
\$391.99 pack

Add Accident Coverage

[Learn More](#)

Select Accident Coverage



Flash Furniture Round Hospitality Table, 31-1/8"H x 30"W x 30"D, Black
Item # 6204977
Entered Item # 6204977

Delivery
In-store pickup not available.
Estimated delivery 3-5 business days

QTY
2

\$312.98
\$156.49 each

Add Accident Coverage

[Learn More](#)

Select Accident Coverage



WorkPro® AnyPlace Flip-Top Nesting Training Table With Modesty Panel, 29-1/2"H x 60"W x 24"D, Gray/Silver
Item # 8976434
Entered Item # 8976434

Delivery
In stock and ready to ship

QTY
1

\$479.99
\$479.99 box



Floortex® Glaciermat® Heavy-Duty Glass Chair
Mat For Hard Floors And Carpets, 36" x 42", Crystal
Clear
Item # 7393198
Entered Item # 7393198

Delivery
In-store pickup not
available.
Estimated delivery 7-10
business days

QTY
9

\$2,428.11
\$269.79 each

Order Summary

Subtotal	\$47,891.06
Discount	- (\$0.07)
Estimated Tax	\$4,269.45
Estimated Delivery	\$79.99
Shipping charges apply	
Total (18 Items)	\$52,240.43

JUNIPER FURNITURE QUOTE



JUNIPER

Yay! You're getting free shipping!

(FREE Shipping on all business orders over \$5000!)



File File Lateral

Steel Finish: Silver

Quick Ship

\$696.90

8



Dry Erase Frosted Glass Dividers - 19" High

Measurements: 29" Wide

Quick Ship

\$223.10

6



FLEX Phone Booth

Exterior Finish: Matte Black

Optional Stool: No

Quick Ship

\$6,993.28

1



Color: Black

Quick Ship

\$227.88

20

EDGE Height-Adjustable Desk L-Shape



Measurement: 30" x 72" + 42" Return

Surface Finish: Sahara Ridge

Metal Finish: Black

Quick Ship

\$2,647.72

9

Discount code

Apply

Subtotal \$42,294.16
All savings will show on checkout page
Shipping & taxes calculated at checkout

Please check box if delivery location has a loading dock >> ☐

Update Cart

Check Out

 Tax Exempt? Click [Here](#)

More Products



2

APR 08 2024

AGENDA ITEM SUMMARY

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

Department: Sheriff

WORK SESSION ☒ **Meeting Date:** 4/8/24

REGULAR AGENDA ☒ **Meeting Date:** 4/16/24

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

Item summary:

- | | | |
|---|---|--------------------------------------|
| ☐ Call for Hearing | ☒ Contract/Agreement/MOU - Contract # 815-24-03 | |
| ☐ Resolution | ☐ Proclamation | ☐ Budget Item |
| ☐ Draft Ordinance | ☐ Final Ordinance | ☐ Other |

Documents exempt from public disclosure attached: ☐

Executive summary: This is a 5 year renewal of a longstanding partnership between the Forest Service and the Sheriff's Office. The Forest Service will reimburse salary costs of an assigned Work Crew supervisor as well as vehicle costs for clean-up efforts on forest service lands. This agreement provides a benefit for public lands as well as an opportunity for inmates to develop beneficial work habits. Up to \$57,194 can be reimbursed until contract expiration January 31, 2029.

Budgetary impact: Already included in budget

Recommended action: BOCC approval

County Official signature & print name: Brian King, Sheriff 

Name of Employee/Stakeholder attending meeting: _Don Wenzl_

Relevant Departments: _Sheriff_

Date submitted: 3/20/24

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

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



FS Agreement No. 24-PA-11060900-172

Cooperator Agreement No. 815-24-03

PARTICIPATING AGREEMENT
Between
CLALLAM COUNTY
And The
USDA, FOREST SERVICE
OLYMPIC NATIONAL FOREST

This PARTICIPATING AGREEMENT is hereby entered into by and between Clallam County, hereinafter referred to as “the County,” and the United States Department of Agriculture (USDA), Forest Service, Olympic National Forest, hereinafter referred to as the “U.S. Forest Service,” under the authority: Secure Rural Schools and Community Self-Determination Act of 2000, Public Law 106-393, 16 U.S.C. 500, as reauthorized and amended.

Background: For years, the Clallam County Sheriff's Office has partnered with Olympic National Forest to facilitate and implement work on National Forest lands through an inmate crew. This participating agreement has provided benefits to public land and given inmates opportunities to develop appropriate work habits while in rehabilitation. This new agreement renews this longstanding partnership for 5 additional years. Clallam County application was selected for funding and accomplishment by the Secure Rural Schools Resource Advisory Committee, Olympic National Forest.

Title: Corrections Work Crew

I. PURPOSE:

The purpose of this agreement is to document the cooperation between the parties to facilitate and accomplish work projects on U.S. Forest Service lands within Clallam County by hosting the County Sheriff's Department Work Crew to perform work for public benefit while providing opportunities for participating inmates to learn work skills and develop appropriate work habits. Projects accomplished will be in accordance with the following provisions and the hereby incorporated Financial Plan, attached as Exhibit A.

II. STATEMENT OF MUTUAL BENEFIT AND INTERESTS:

The U.S. Forest Service is responsible for the protection, development, and improvement of National Forest System (NFS) lands and has wide ranging resource management responsibilities in furtherance of their mission in “Caring for the Land and Serving People.” The County believes that participating with the U.S. Forest Service in this mission is a means of providing healthful, wholesome, and educational outdoor activity, and valuable vocational training, for inmates classified by the County as minimum or medium security. These



training activities will aid the inmates in successfully re-entering society with practical skills and a viable work ethic.

It is because of this mutual interest that the U.S. Forest Service and County desire to cooperate in a program of improving resources on public lands and to do such work with inmate crews. This agreement facilitates the realization of these objectives for both parties to their mutual benefit, as well as the benefit of the public.

In consideration of the above premises, the parties agree as follows:

III. COUNTY SHALL:

- A. LEGAL AUTHORITY. COUNTY shall have the legal authority to enter into this agreement, and the institutional, managerial, and financial capability to ensure proper planning, management, and completion of the project, which includes funds sufficient to pay the non-Federal share of project costs, when applicable.
- B. Assume responsibility for the selection of inmates in accordance with the County rules and regulations and within the limits and responsibilities established by this Agreement for accomplishment of U.S. Forest Service projects.
- C. Assume responsibility and provide basic needs of inmates during project performance, including but not limited to:
 - a. Custody and security of work crew participants.
 - b. Standard safety equipment such as hard hats, boots, goggles, gloves, field clothing appropriate to the season and job to be performed.
 - c. Meals at work site(s).
 - d. Transportation for the inmates to and from worksite(s).
 - e. Hand and small power tools to perform the work. Any specialized tools provided by the U.S. Forest Service will be returned at the end of the project in like condition, allowing for normal wear and use.
- D. Provide one five (5) person inmate crew and one (1) fulltime County Work Crew Officer for supervision of inmates assigned to a work project. The designated Work Crew Supervisor shall provide all work instructions including safety instructions, equipment, tools, and will document and maintain the number of hours worked and type of work performed.
- E. Contact the U.S. Forest Service project lead for work projects assigned with specific timeframes if the crew is unable to perform due to illness of inmate(S) or Work Crew Supervisor is unavailable. The County, at its sole discretion, may reassign or suspend all or part of its work crew in circumstances involving fire, riot, or other emergencies.



Every reasonable effort should be made to contact the U.S. Forest Service Program Coordinator in these circumstances.

- F. The County agrees to provide necessary inmate worker insurance in that it is a self-insured government entity. Insurance provided will be in accordance with County Policy and in compliance with applicable State statute(s).
- G. Notify the U.S. Forest Service Project Coordinator designated in this agreement if an inmate is injured during the performance of U.S. Forest Service projects.
- H. Provide monthly tally sheets summarizing projects completed and hours worked. Tally sheet will contain sufficient information to break out both Supervisor and inmate hours and to adequately support billings for services performed.

IV. THE U.S. FOREST SERVICE SHALL:

- A. PAYMENT/REIMBURSEMENT. The U.S. Forest Service shall reimburse the County for the U.S. Forest Service's share of actual expenses incurred, not to exceed **\$57,194.00** as shown in the Financial Plan. In order to approve a Request for Reimbursement, the U.S. Forest Service shall review such requests to ensure payments for reimbursement are in compliance and otherwise consistent with the terms of the agreement. The U.S. Forest Service shall make payment upon receipt of the County's **quarterly** invoice. Each invoice from the County shall display the U.S. Forest Service agreement number, total project costs for the billing period, separated by U.S. Forest Service and the County's share. In-kind contributions must be displayed as a separate line item and must not be included in the total project costs available for reimbursement. The final invoice must display the County's full match towards the project, as shown in the financial plan, and be submitted no later than 120 days from the expiration date.

Each invoice must include, at a minimum:

1. **COUNTY's** name, address, and telephone number.
2. U.S. Forest Service agreement number.
3. Invoice date.
4. Performance dates of the work completed (start & end).
5. Total invoice amount for the billing period, separated by the U.S. Forest Service and **COUNTY** share with in-kind contributions displayed as a separate line item.
6. Display all costs, both cumulative and for the billing period, by separate cost element as shown on the financial plan.
7. Cumulative amount of U.S. Forest Service payments to date.
8. Statement that the invoice is a request for payment by "reimbursement".
9. If using SF-270, a signature is required.
10. Invoice Number, if applicable.



The invoice must be forwarded to:

EMAIL: SM.FS.ASC_GA@USDA.GOV
FAX: 877-687-4894
POSTAL: USDA Forest Service
Budget & Finance - Grants and Agreements
4000 Masthead St, NE
Albuquerque, NM 87109

Send a copy to: elizabeth.cusanelli@usda.gov

- B. Initiate modifications as authorized under Section V for changes in funding or project scope.
- C. Provide to the Crew Supervisor a project list and accomplishment timeframes for each project.
- D. Provide the necessary technical assistance to ensure projects are completed according to U.S. Forest Service requirements. This includes providing training and instruction to the Work Crew Supervisor, and providing on-site support, as necessary for work accomplishment.
- E. Provide the County with specialized tools and equipment as necessary to accomplish work projects. All U.S. Forest Service-provided tools, equipment, and unused materials will remain the property of the U.S. Forest Service.

V. IT IS MUTUALLY UNDERSTOOD AND AGREED BY AND BETWEEN THE PARTIES THAT:

- A. PRINCIPAL CONTACTS. Individuals listed below are authorized to act in their respective areas for matters related to this agreement.

Principal Cooperator Contacts:

Cooperator Project Contact	Cooperator Financial Contact
Alicia Newhouse 223 E. 4 th Street, Suite 12 Port Angeles, WA 98362-3015 360-417-2592 alicia.newhouse@clallamcountywa.gov	Elizabeth Waknitz 223 E. 4 th Street, Suite 12 Port Angeles, WA 98362-3015 360-417-2393 elizabeth.waknitz@clallamcountywa.gov

Principal U.S. Forest Service Contacts:

U.S. Forest Service Program Manager Contact	U.S. Forest Service Administrative Contact



Elizabeth Cusanelli
437 Tillicum Lane
Forks, WA 98331
360-640-8269
Elizabeth.cusanelli@usda.gov

Cassandra McCarthy
Grants Management Specialist
Cassandra.mccarthy@usda.gov

- B. NOTICES. Any communications affecting the operations covered by this agreement given by the U.S. Forest Service or the County are sufficient only if in writing and delivered in person, mailed, or transmitted electronically by e-mail or fax, as follows:

To the U.S. Forest Service Program Manager, at the address specified in the agreement.

To the County, at the address shown in the agreement or such other address designated within the agreement.

Notices are effective when delivered in accordance with this provision, or on the effective date of the notice, whichever is later.

- C. PARTICIPATION IN SIMILAR ACTIVITIES. This agreement in no way restricts the U.S. Forest Service or the County from participating in similar activities with other public or private agencies, organizations, and individuals.
- D. ENDORSEMENT. Any of the County's contributions made under this agreement do not by direct reference or implication convey U.S. Forest Service endorsement of the County's products or activities.
- E. USE OF U.S. FOREST SERVICE INSIGNIA. In order for the County to use the U.S. Forest Service Insignia on any published media, such as a Web page, printed publication, or audiovisual production, permission must be granted from the U.S. Forest Service's Office of Communications (Washington Office). A written request will be submitted by the U.S. Forest Service to the Office of Communications Assistant Director, Visual Information and Publishing Services, prior to use of the insignia. The U.S. Forest Service will notify the the County when permission is granted.
- F. NON-FEDERAL STATUS FOR COOPERATOR PARTICIPANTS. **COUNTY** agree(s) that any of the County's employees, volunteers, and program participants shall not be deemed to be Federal employees for any purposes including Chapter 171 of Title 28, United States Code (Federal Tort Claims Act) and Chapter 81 of Title 5, United States Code (OWCP), as the County has hereby willingly agreed to assume these responsibilities.

Further, the County shall provide any necessary training to the County's employees, volunteers, and program participants to ensure that such personnel are capable of



performing tasks to be completed. COUNTY shall also supervise and direct the work of its employees, volunteers, and participants performing under this agreement.

- G. **MEMBERS OF CONGRESS.** Pursuant to 41 U.S.C. 22, no member of, or delegate to, Congress shall be admitted to any share or part of this agreement, or benefits that may arise therefrom, either directly or indirectly.
- H. **NONDISCRIMINATION.** The U.S. Department of Agriculture (USDA) prohibits discrimination in all its programs and activities on the basis of race, color, national origin, age, disability, and where applicable, sex, marital status, familial status, parental status, religion, sexual orientation, genetic information, political beliefs, reprisal, or because all or a part of an individual's income is derived from any public assistance program. (Not all prohibited bases apply to all programs.) Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotape, and so forth.) should contact USDA's TARGET Center at (202) 720-2600 (voice and TDD). To file a complaint of discrimination, write to USDA, Director, Office of Civil Rights, 1400 Independence Avenue, S.W., Washington, D.C. 20250-9410 or call (800) 795-3272 (voice) or (202) 720-6382 (TDD). USDA is an equal opportunity provider and employer.
- I. **ELIGIBLE WORKERS.** COUNTY shall ensure that all employees complete the I-9 form to certify that they are eligible for lawful employment under the Immigration and Nationality Act (8 USC 1324a). COUNTY shall comply with regulations regarding certification and retention of the completed forms. These requirements also apply to any contract awarded under this agreement.
- J. **SYSTEM FOR AWARD MANAGEMENT REGISTRATION REQUIREMENT (SAM).** COUNTY shall maintain current organizational information and the original Unique Entity Identifier (UEI) provided for this agreement in the System for Award Management (SAM) until receipt of final payment. This requires annual review and updates, when needed, of organizational information after the initial registration. More frequent review and updates may be required for changes in organizational information or agreement term(s). Any change to the original UEI provided in this agreement will result in termination of this agreement and de-obligation of any remaining funds. For purposes of this agreement, System for Award Management (SAM) means the Federal repository into which an entity must provide information required for the conduct of business as a Cooperative. Additional information about registration procedures may be found at the SAM Internet site at www.sam.gov.
- K. **STANDARDS FOR FINANCIAL MANAGEMENT.**

1. Financial Reporting

COUNTY shall provide complete, accurate, and current financial disclosures of the project or program in accordance with any financial reporting requirements, as set forth in the financial provisions.



2. Accounting Records

COUNTY shall continuously maintain and update records identifying the source and use of funds. The records shall contain information pertaining to the agreement, authorizations, obligations, unobligated balances, assets, outlays, and income.

3. Internal Control

COUNTY shall maintain effective control over and accountability for all U.S. Forest Service funds, real property, and personal property assets. **COUNTY** shall keep effective internal controls to ensure that all United States Federal funds received are separately and properly allocated to the activities described in the agreement and used solely for authorized purposes.

4. Source Documentation

COUNTY shall support all accounting records with source documentation. These documentations include, but are not limited to, cancelled checks, paid bills, payrolls, contract and contract documents. These documents must be made available to the U.S. Forest Service upon request.

- L. OVERPAYMENT. Any funds paid to the County in excess of the amount entitled under the terms and conditions of this agreement constitute a debt to the Federal Government. The following must also be considered as a debt or debts owed by the County to the U.S. Forest Service:

- Any interest or other investment income earned on advances of agreement funds; or
- Any royalties or other special classes of program income which, under the provisions of the agreement, are required to be returned;

If this debt is not paid according to the terms of the bill for collection issued for the overpayment, the U.S. Forest Service may reduce the debt by:

1. Making an administrative offset against other requests for reimbursement.
2. Withholding advance payments otherwise due to the County.
3. Taking other action permitted by statute (31 U.S.C. 3716 and 7 CFR, Part 3, Subpart B).

Except as otherwise provided by law, the U.S. Forest Service may charge interest on an overdue debt.

- M. AGREEMENT CLOSE-OUT. Within 120 days after expiration or notice of termination **COUNTY** shall close out the agreement.



Any unobligated balance of cash advanced to the County must be immediately refunded to the U.S. Forest Service, including any interest earned in accordance with 7CFR3016.21/2CFR 215.22.

Within a maximum of 120 days following the date of expiration or termination of this agreement, all financial performance and related reports required by the terms of the agreement must be submitted to the U.S. Forest Service by the County.

If this agreement is closed out without audit, the U.S. Forest Service reserves the right to disallow and recover an appropriate amount after fully considering any recommended disallowances resulting from an audit which may be conducted later.

- N. PROGRAM MONITORING AND PROGRAM PERFORMANCE REPORTS. The parties to this agreement shall monitor the performance of the agreement activities to ensure that performance goals are being achieved.

Performance reports must contain information on the following:

- A comparison of actual accomplishments to the goals established for the period. Wherever the output of the project can be readily expressed in numbers, a computation of the cost per unit of output, if applicable.
- Reason(s) for delay if established goals were not met.
- Additional pertinent information.

COUNTY shall submit **annual** performance reports to the U.S. Forest Service Program Manager. These reports are due 90 days after the reporting period. The final performance report must be submitted either with the County's final payment request, or separately, but not later than 120 days from the expiration date of the agreement.

- O. RETENTION AND ACCESS REQUIREMENTS FOR RECORDS. COUNTY shall retain all records pertinent to this agreement for a period of no less than 3 years from the expiration or termination date. As used in this provision, records includes books, documents, accounting procedures and practice, and other data, regardless of the type or format. COUNTY shall provide access and the right to examine all records related to this agreement to the U.S. Forest Service, Inspector General, or Comptroller General or their authorized representative. The rights of access in this section must not be limited to the required retention period but must last as long as the records are kept.

If any litigation, claim, negotiation, audit, or other action involving the records has been started before the end of the 3-year period, the records must be kept until all issues are resolved, or until the end of the regular 3-year period, whichever is later.



Records for nonexpendable property acquired in whole or in part, with Federal funds must be retained for 3 years after its final disposition.

- P. FREEDOM OF INFORMATION ACT (FOIA). Public access to grant or agreement records must not be limited, except when such records must be kept confidential and would have been exempted from disclosure pursuant to Freedom of Information regulations (5 U.S.C. 552). Requests for research data are subject to 2 CFR 215.36.

Public access to culturally sensitive data and information of Federally-recognized Tribes may also be explicitly limited by P.L. 110-234, Title VIII Subtitle B §8106 (2008 Farm Bill).

- Q. TEXT MESSAGING WHILE DRIVING. In accordance with Executive Order (EO) 13513, "Federal Leadership on Reducing Text Messaging While Driving," any and all text messaging by Federal employees is banned: a) while driving a Government owned vehicle (GOV) or driving a privately owned vehicle (POV) while on official Government business; or b) using any electronic equipment supplied by the Government when driving any vehicle at any time. All Cooperators, their Employees, Volunteers, and Contractors are encouraged to adopt and enforce policies that ban text messaging when driving company owned, leased or rented vehicles, POVs or GOVs when driving while on official Government business or when performing any work for or on behalf of the Government.

- R. FUNDING EQUIPMENT. Federal funding under this agreement is not available for reimbursement of the County's purchase of equipment. Equipment is defined as having a fair market value of \$5,000 or more per unit and a useful life of over one year.

- S. PROPERTY IMPROVEMENTS. Improvements placed by the County on National Forest System land at the direction or with the approval of the U.S. Forest Service becomes property of the United States. These improvements are subject to the same regulations and administration of the U.S. Forest Service as would other national forest improvements of a similar nature. No part of this agreement entitles the County to any interest in the improvements, other than the right to use them under applicable U.S. Forest Service Regulations.

- T. TRAINING, EVALUATION, AND TRAINING, EVALUATION, AND CERTIFICATION OF SAWYERS USED BY COOPERATORS. Any employee or volunteer of the cooperator who will use chain saws or crosscut saws on National Forest System lands under this agreement must be trained, evaluated, and certified in accordance with Forest Service Manual 2358. The cooperator is responsible for providing sawyer training, evaluation, and certification for the cooperator's employees and volunteers, unless the U.S. Forest Service and the cooperator determine it is not in the best interest of the partnership for the cooperator to provide sawyer training and evaluation. In these circumstances, the U.S. Forest Service, upon



request and upon availability of Agency resources, may assist with conducting sawyer training and evaluation for the cooperator's employees and volunteers. Cooperator employees and volunteers who will use chain saws and/or crosscut saws on National Forest System lands must be certified by the cooperator. Only those cooperator organizations with an approved sawyer training, evaluation, and certification program may conduct sawyer training, evaluation, and certification. Any employee or volunteer of the cooperator who will use other types of saws, such as handsaws to cut small diameter material, brush saws, and pole saws, must be trained in accordance with Forest Service Handbook 6709.12, Chapter 40, section 41.3. The cooperator is responsible for providing that training.

- U. U.S. FOREST SERVICE ACKNOWLEDGED IN PUBLICATIONS, AUDIOVISUALS AND ELECTRONIC MEDIA. COUNTY shall acknowledge U.S. Forest Service support in any publications, audiovisuals, and electronic media developed as a result of this agreement.
- V. REMEDIES FOR COMPLIANCE RELATED ISSUES. If the County materially fail(s) to comply with any term of the agreement, whether stated in a Federal statute or regulation, an assurance, or the agreement, the U.S. Forest Service may take one or more of the following actions:
1. Temporarily withhold cash payments pending correction of the deficiency by the County or more severe enforcement action by the U.S. Forest Service;
 2. Disallow (that is, deny both use of funds and matching credit for) all or part of the cost of the activity or action not in compliance;
 3. Wholly or partly suspend or terminate the current agreement for the County's program;
 4. Withhold further awards for the program, or
 5. Take other remedies that may be legally available, including debarment procedures under 2 CFR part 417.
- W. TERMINATION BY MUTUAL AGREEMENT. This agreement may be terminated, in whole or part, as follows:
1. When the U.S. Forest Service and the County agree upon the termination conditions, including the effective date and, in the case of partial termination, the portion to be terminated.
 2. By 30 days written notification by the County to the U.S. Forest Service setting forth the reasons for termination, effective date, and in the case of partial termination, the portion to be terminated. If the U.S. Forest Service decides that the remaining portion of the agreement will not accomplish the purposes for



which the agreement was made, the U.S. Forest Service may terminate the agreement in its entirety.

Upon termination of an agreement, the County shall not incur any new obligations for the terminated portion of the agreement after the effective date, and shall cancel as many outstanding obligations as possible. The U.S. Forest Service shall allow full credit to the County for the U.S. Forest Service share of obligations that cannot be cancelled and were properly incurred by the County up to the effective date of the termination. Excess funds must be refunded within 60 days after the effective date of termination.

- X. ALTERNATE DISPUTE RESOLUTION – PARTNERSHIP AGREEMENT. In the event of any issue of controversy under this agreement, the parties may pursue Alternate Dispute Resolution procedures to voluntarily resolve those issues. These procedures may include, but are not limited to conciliation, facilitation, mediation, and fact finding.
- Y. DEBARMENT AND SUSPENSION. **COUNTY** shall immediately inform the U.S. Forest Service if they or any of their principals are presently excluded, debarred, or suspended from entering into covered transactions with the Federal Government according to the terms of 2 CFR Part 180. Additionally, should the County or any of their principals receive a transmittal letter or other official Federal notice of debarment or suspension, then they shall notify the U.S. Forest Service without undue delay. This applies whether the exclusion, debarment, or suspension is voluntary or involuntary.
- Z. PROHIBITION AGAINST INTERNAL CONFIDENTIAL AGREEMENTS. All non federal government entities working on this agreement will adhere to the below provisions found in the Consolidated Appropriations Act, 2016, Pub. L. 114-113, relating to reporting fraud, waste and abuse to authorities:
- (a) The recipient may not require its employees, contractors, or subrecipients seeking to report fraud, waste, or abuse to sign or comply with internal confidentiality agreements or statements prohibiting or otherwise restricting them from lawfully reporting that waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.
 - (b) The recipient must notify its employees, contractors, or subrecipients that the prohibitions and restrictions of any internal confidentiality agreements inconsistent with paragraph (a) of this award provision are no longer in effect.
 - (c) The prohibition in paragraph (a) of this award provision does not contravene requirements applicable to any other form issued by a



Federal department or agency governing the nondisclosure of classified information.

(d) If the Government determines that the recipient is not in compliance with this award provision, it:

- (1) Will prohibit the recipient's use of funds under this award, in accordance with sections 743, 744 of Division E of the Consolidated Appropriations Act, 2016, (Pub. L. 114-113) or any successor provision of law; and
- (2) May pursue other remedies available for the recipient's material failure to comply with award terms and conditions.

AA. MODIFICATIONS. Modifications within the scope of this agreement must be made by mutual consent of the parties, by the issuance of a written modification signed and dated by all properly authorized, signatory officials, prior to any changes being performed. Requests for modification should be made, in writing, at least 60 days prior to implementation of the requested change. The U.S. Forest Service is not obligated to fund any changes not properly approved in advance.

BB. COMMENCEMENT/EXPIRATION DATE. This agreement is executed as of the date of the last signature and is effective through **January 31, 2029**, at which time it will expire. The expiration date is the final date for completion of all work activities under this agreement.

CC. AUTHORIZED REPRESENTATIVES. By signature below, each party certifies that the individuals listed in this document as representatives of the individual parties are authorized to act in their respective areas for matters related to this agreement. In Witness Whereof, the parties hereto have executed this agreement as of the last date written below.

MIKE FRENCH, Commissioner, District 3
Clallam County

Date

KELLY D. LAWRENCE, Forest Supervisor
U.S. Forest Service, Olympic National Forest

Date

The authority and format of this agreement (24-PA-11060900-172) have been reviewed and approved for signature.

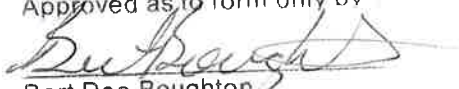
CYNTHIA MOSCOSO

Digitally signed by CYNTHIA
MOSCOSO
Date: 2024.03.05 06:58:51 -08'00'

CYNTHIA L. MOSCOSO
U.S. Forest Service Grants Management Specialist

Date

Approved as to form only by


Bert Dee Boughton
Civil Deputy Prosecuting Attorney
Clallam County



Burden Statement

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0596-0217. The time required to complete this information collection is estimated to average 4 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

The U.S. Department of Agriculture (USDA) prohibits discrimination in all its programs and activities on the basis of race, color, national origin, age, disability, and where applicable, sex, marital status, familial status, parental status, religion, sexual orientation, genetic information, political beliefs, reprisal, or because all or part of an individual's income is derived from any public assistance. (Not all prohibited bases apply to all programs.) Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotape, etc.) should contact USDA's TARGET Center at 202-720-2600 (voice and TDD).

To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, 1400 Independence Avenue, SW, Washington, DC 20250-9410 or call toll free (866) 632-9992 (voice). TDD users can contact USDA through local relay or the Federal relay at (800) 877-8339 (TDD) or (866) 377-8642 (relay voice). USDA is an equal opportunity provider and employer.

Attachment: Exhibit A

USFS Agreement No.: 24-PA-11060900-172
Cooperator Agreement No.:

Mod. No.: 0

Note: This Financial Plan may be used when:

- (1) No program income is expected and
- (2) The Cooperator is not giving cash to the FS and
- (3) There is no other Federal funding

Agreements Financial Plan (Short Form)**Financial Plan Matrix:** Note: All columns may not be used. Use depends on source and type of contribution(s).

COST ELEMENTS	FOREST SERVICE CONTRIBUTIONS		COOPERATOR CONTRIBUTIONS		(e) Total
	(a) Noncash	(b) Cash to Cooperator	(c) Noncash	(d) In-Kind	
Direct Costs					
Salaries/Labor	\$2,160.00	\$50,440.00	\$50,130.00	\$76,339.00	\$179,069.00
Travel	\$0.00	\$6,600.00	\$12,800.00	\$0.00	\$19,400.00
Equipment	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Supplies/Materials	\$1,000.00	\$154.00	\$0.00	\$0.00	\$1,154.00
Printing	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Other	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Other					\$0.00
Subtotal	\$3,160.00	\$57,194.00	\$62,930.00	\$76,339.00	\$199,623.00
Coop Indirect Costs		\$0.00	\$0.00		\$0.00
FS Overhead Costs	\$505.60				\$505.60
Total	\$3,665.60	\$57,194.00	\$62,930.00	\$76,339.00	
Total Project Value:					\$200,128.60

Matching Costs Determination

Total Forest Service Share =	(f)
$(a+b) \div (e) = (f)$	30.41%
Total Cooperator Share	(g)
$(c+d) \div (e) = (g)$	69.59%
Total $(f+g) = (h)$	(h)
	100.00%

WORKSHEET FOR

FS Non-Cash Contribution Cost Analysis, Column (a)

Salaries/Labor

Standard Calculation

Job Description	Cost/Day	# of Days	Total
Recreation Management Specialist	\$190.00	10.00	\$1,900.00
Recreation Program Supervisor	\$260.00	1.00	\$260.00

Total Salaries/Labor			\$2,160.00
-----------------------------	--	--	-------------------

Supplies/Materials

Standard Calculation

Supplies/Materials	# of Items	Cost/Item	Total
trash bags, lumber	1.00	\$1,000.00	\$1,000.00

Total Supplies/Materials			\$1,000.00
---------------------------------	--	--	-------------------

Subtotal Direct Costs

\$3,160.00

Forest Service Overhead Costs

Current Overhead Rate	Subtotal Direct Costs	Total
16.00%	\$3,160.00	\$505.60

Total FS Overhead Costs		\$505.60
--------------------------------	--	-----------------

TOTAL COST

\$3,665.60

WORKSHEET FOR

FS Cash to the Cooperator Cost Analysis, Column (b)

Salaries/Labor					
Standard Calculation					
Job Description		Cost/Day	# of Days		Total
Crew Supervisor		\$520.00	97.00		\$50,440.00
Total Salaries/Labor					\$50,440.00
Travel					
Standard Calculation					
Travel Expense	Employees	Cost/Trip	# of Trips		Total
Van for transport use		\$200.00	33.00		\$6,600.00
Total Travel					\$6,600.00
Supplies/Materials					
Standard Calculation					
Supplies/Materials		# of Items	Cost/Item		Total
misc supplies		1.00	\$154.00		\$154.00
Total Supplies/Materials					\$154.00
Subtotal Direct Costs				\$57,194.00	
Cooperator Indirect Costs					
Current Overhead Rate	Subtotal Direct Costs				Total
	\$57,194.00				\$0.00
Total Coop. Indirect Costs					\$0.00
TOTAL COST				\$57,194.00	

WORKSHEET FOR

Cooperator Non-Cash Contribution Cost Analysis, Column (c)

Salaries/Labor				
Standard Calculation				
Job Description		Cost/Day	# of Days	Total
Crew supervisor training time		\$520.00	5.00	\$2,600.00
inmate crew housing (97 days x 5 people = 485 days of housing)		\$90.00	485.00	\$43,650.00
Administrative staff time		\$776.00	5.00	\$3,880.00
Total Salaries/Labor				\$50,130.00

Travel				
Standard Calculation				
Travel Expense	Employees	Cost/Trip	# of Trips	Total
van use cost		\$200.00	64.00	\$12,800.00
Total Travel				\$12,800.00

Subtotal Direct Costs

\$62,930.00

Cooperator Indirect Costs

Current Overhead Rate	Subtotal Direct Costs		Total
	\$62,930.00		\$0.00
Total Coop. Indirect Costs			\$0.00

TOTAL COST

\$62,930.00

WORKSHEET FOR

Cooperator In-Kind Contribution Cost Analysis, Column (d)

Salaries/Labor					
Standard Calculation					
Job Description		Cost/Day	# of Days		Total
Value of inmate labor (5 people, 10 hour days, 15.74 minimum wage rate)		\$787.00	97.00		\$76,339.00
Total Salaries/Labor					\$76,339.00
Subtotal Direct Costs			\$76,339.00		
TOTAL COST		\$76,339.00			



9

AGENDA ITEM SUMMARY

APR 08 2024

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

Department: Sheriff

WORK SESSION ☒ **Meeting Date:** 4/8/24

REGULAR AGENDA ☒ **Meeting Date:** 4/16/24

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

Item summary:

- | | | |
|---|---|--------------------------------------|
| ☐ Call for Hearing | ☒ Contract/Agreement/MOU - Contract # 811-24-06 | |
| ☐ Resolution | ☐ Proclamation | ☐ Budget Item |
| ☐ Draft Ordinance | ☐ Final Ordinance | ☐ Other |

Documents exempt from public disclosure attached: ☐

Executive summary: This agreement replaces and formalizes an earlier Memorandum of Understanding between the Park Service and the Sheriff's Office. Due to the extensive boundary our County shares with the National Park, law enforcement officers from either agency frequently need to work together. This agreement outlines each jurisdiction and the requirements for officers to assist and enforce across the boundary line. This cooperative arrangement provides the most expedient and effective response to enhance the safety of our communities.

Budgetary impact: No effect on budget.

Recommended action: BOCC approval

County Official signature & print name: Brian King, Sheriff 

Name of Employee/Stakeholder attending meeting: Amy Bundy

Relevant Departments: Sheriff

Date submitted: 3/21/24

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

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

GENERAL AGREEMENT
BETWEEN
THE UNITED STATE DEPARTMENT OF THE INTERIOR
NATIONAL PARK SERVICE
AND
CLALLAM COUNTY SHERIFF'S OFFICE

This General Agreement (Agreement) is entered into between the United States Department of the Interior, National Park Service (NPS), acting through the Superintendent, Olympic National Park (Park) and Clallam County. The Sheriff, Clallam County Sheriff's Office (CCSO), will have primary responsibility on behalf of Clallam County to implement and carry out this Agreement. Throughout this Agreement, the NPS and the Clallam County may be jointly referred to as the "Parties."

I. Background and Objectives

The Parties recognize that violations affecting the safety and welfare of citizens, property, and resources under their protection frequently involve individuals and groups operating across jurisdictional boundaries. Both agencies also recognize that the most effective and sometimes only method to detect, deter, and solve these crimes is through cooperative efforts.

The Parties therefore conclude that cooperation in the exercise of law enforcement capabilities across boundaries will better protect public safety and promote general welfare.

II. Authorities

NPS has exclusive jurisdiction over the area of the Park established prior to 1941, which includes the area of the Park near the City of Port Angeles. 16 U.S.C. § 256. Pursuant to 54 U.S.C. § 102701(a)(1) Secretary of the Interior is authorized "to designate . . . certain officers or employees of the Department of the Interior who shall maintain law and order and protect persons and property within" a system unit of the National Park Service, *e.g.*, the Park.

NPS has the authority pursuant to 54 U.S.C. § 102701(b)(2), to cooperate with CCSO for the enforcement of laws and ordinances under which CCSO operates. In addition, NPS may designate CCSO officers, with the concurrence of CCSO, to (A) "act as special police officers" in the Park "when supplemental law enforcement personnel may be needed; and, (B) exercise the powers and authority provided by" 54 U.S.C. 102701(a)(2)(A)-(D) to carry firearms, make arrests, execute warrants or other processes and conduct investigations pursuant to provisions of Federal law. 54 U.S.C. § 102701(b)(1)(A)-(B). These powers and authority are more fully set forth in Section III of this Agreement.

NPS also has the authority under 54 U.S.C. § 102711 “to render emergency rescue, firefighting, and cooperative assistance to nearby law enforcement and fire prevention agencies and for related purposes” outside the Park.

The Washington Interlocal Cooperation Act (ICA) authorizes Clallam County to enter into this Agreement with NPS to jointly exercise powers of their respective agencies. Wash. Rev. Code § 39.34. The Clallam County Sheriff has, under the authority of RCW 36.28.20, the power to appoint special deputies to act on his behalf to assist him in the accomplishment of his duties as defined by RCW Chapter 36.28.

III. Statement of Work

The NPS and CCSO agree as follows:

A. Within NPS Jurisdiction – Law Enforcement Assistance Pursuant to 54 USC § 102701:

1. NPS shall enforce all applicable federal laws within the Park.
2. Within the boundaries of the Park, CCSO law enforcement assistance may be warranted from an unexpected occurrence that requires immediate action and may include one or more of the following:
 - Emergency responses such as life or death incidents, serious injury/fatality accident/incident scenes, crime scenes involving the protection of human life, officer in trouble, threat(s) to health or safety of the public;
 - Probable cause felonies and felonies committed in the presence of CCSO Law Enforcement personnel;
 - Misdemeanors committed in the presence of CCSO law enforcement personnel that pose an immediate threat to public health, safety, or property.
3. In situations within the Park where CCSO is providing law enforcement assistance CCSO will cooperate fully with the NPS law enforcement ranger having command of the incident. However, CCSO and NPS will remain responsible for the overall direction of their employees.
4. CCSO may at any time withdraw law enforcement assistance.

B. Out-of-park Emergency Law Enforcement Assistance Pursuant to 54 U.S.C. §102711

1. The situations for which the NPS is authorized to render emergency law enforcement assistance to CCSO outside the Park consist of the following:

- Emergency responses such as life or death incidents, serious injury/fatality accident/incident scenes, crime scenes involving the protection of human life, officer in trouble, threat(s) to health or safety of the public.
- Emergency or law enforcement incidents directly affecting visitor safety or resource protection.
- Probable cause felonies and felonies committed in the presence and observed by NPS Rangers or U.S. Park Police Officers.
- Misdemeanors committed in the presence of NPS Rangers or USPP Officers that present an immediate threat to the health and safety of the public.

2. When situations described in Section II.B.1 arise outside the presence of an NPS law enforcement ranger, NPS upon request from CCSO may render emergency law enforcement assistance. It is NPS' intent to render such assistance whenever possible. Where possible, CCSO shall direct the request for emergency assistance to the Park's Chief Ranger or law enforcement supervisor. If this is not possible, CCSO shall as soon as practicable notify the Chief Ranger or law enforcement supervisor of the request and emergency assistance being rendered.

3. In addition, the NPS may render emergency law enforcement assistance in those situations where a properly appointed NPS law enforcement ranger, while in the course of his/her official duties, observes an emergency situation (as described in Section II.B.1 above), at which time the NPS law enforcement ranger shall secure and manage the scene. The NPS shall immediately notify the CCSO of the emergency. Upon arrival of the first CCSO officer on the scene, the NPS law enforcement ranger shall relinquish control; however, upon request the NPS law enforcement ranger may assist the CCSO officer for the duration of the emergency.

4. The NPS shall render assistance only until such time as the CCSO has enough resources on the scene to adequately control the emergency or until the emergency no longer exists.

5. Where NPS law enforcement rangers are rendering emergency law enforcement assistance to CCSO, NPS will cooperate fully with the CCSO officer having

command of the incident. However, CCSO and NPS will remain responsible for the overall direction of their employees.

6. The NPS Chief Ranger or his/her designee may decide at any time to withdraw emergency law enforcement assistance.

C. The Parties jointly agree:

1. Officers shall remain under the authority and control of their supervisors; shall be subject to the laws, regulations, and policies of the agency of employment; and shall not receive any monetary compensation from any source other than their employer.
2. The cost of furnishing services under this Agreement shall be borne by the party furnishing the services, and no claims for reimbursement shall be made upon the other.
3. Nothing in this Agreement shall be construed to bind the NPS to expend in any one fiscal year any sum in excess of funds appropriated by Congress, or as binding NPS to spend money in excess of its appropriations.
4. Each party to this agreement is responsible for any alleged negligent acts or omissions of its employees provided by applicable law. Liability of the NPS is governed by the Federal Tort Claims Act. The tort liability of CCSO is based on Chapter 4.96. RCW. Further, the Parties agree to cooperate with each other to the maximum extent practicable in the investigation or defense of any claim, demand, or cause of action filed by a third party and arising out of this Agreement.

IV. Term

This Agreement shall be effective for a period of five years from the date of final signature, unless it is terminated earlier by one of the parties pursuant to article V below.

V. Termination

Either party may terminate this Agreement by providing the other party with sixty (60) days advance written notice of its intention to do so. If one party notifies the other party of its intention to terminate this Agreement, then the parties shall meet promptly to discuss the reasons for the proposed termination and to try to resolve their differences amicably.

VI. Key Officials

All written communications and notices regarding this Agreement shall be hand-delivered or sent

via first-class mail to the following key official(s) for each party:

For the NPS:

Superintendent, Olympic National Park
600 East Park Avenue
Port Angeles, WA 98362
(360) 565-3004

For the CCSO:

Sheriff, Clallam County
224 E 4th Street
Port Angeles, WA 98362
(360) 417-2262

VII. Property Utilization

Any property furnished by one party to the other shall remain the property of the furnishing party. Any property furnished by the NPS to the CCSO shall be used and disposed of as set forth in the NPS Property Management Regulations.

VIII. Reports

Upon request and to the extent permitted by applicable law, the parties shall share with each other final reports of incidents involving both parties.

IX. Amendment

This Agreement may be amended only by a written instrument executed by the parties.

X. Standard Clauses

A. Civil Rights

All activities pursuant to this Agreement shall be in compliance with the requirements of Executive Order 11246, as amended; Title VI of the Civil Rights Act of 1964, as amended, (78 Stat. 252; 42 U.S.C. §§2000d et seq.); Title V, Section 504 of the Rehabilitation Act of 1973, as amended, (87 Stat. 394; 29 U.S.C. §794); the Age Discrimination Act of 1975 (89 Stat. 728; 42 U.S.C. §§6101 et seq.); and with all other federal laws and regulations prohibiting discrimination on grounds of race, color, sexual orientation, national origin, disabilities, religion, age, or sex.

B. Officials Not to Benefit

No member of delegate to Congress, or resident Commissioner, shall be admitted to any share or part of this Agreement, or to any benefit that may arise therefrom, but this provision shall not be construed to extend to this Agreement if made with a corporation for its general benefit.

C. Public Information Release

NPS is obligated to comply with and respond to request made under the Freedom of Information Act (FOIA), and CCSO is obligated to comply with and respond to request made under the Public Records Act (PRA), Chapter 42.56 RCW. Nothing in this agreement is intended to or shall be construed to limit, constrain, or condition the full and free compliance by each Party with those obligations.

Apart from compliance with FOIA and PRA, Freedom of Information Act, as to press releases, public information releases, and similar communications, collectively referred to as public communications, each party agrees to allow the other party to review and comment on any public communication that refers to the other Party, or to any department, division, bureau, park unit, or employee (by name or title), of the other Party, or to this Agreement. The specific text, layout, photographs, etc. of the proposed release must be submitted with the request for comment.

XI. Authorizing Signatures

In witness hereof, the following representatives of the parties have signed their names on the dates indicated, thereby executing this Agreement.

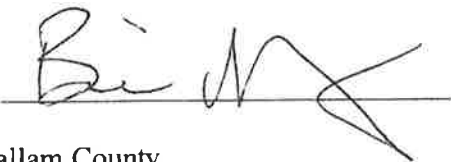
For the National Park Service:

Signature: **DAVID SZYMANSKI**
Digitally signed by DAVID SZYMANSKI
Date: 2024.03.18 17:17:30 -07'00'

Regional Director, Interior Regions 8, 9, 10, and 12

Date of Signature: _____

For Clallam County:

Signature: 

Sheriff, Clallam County

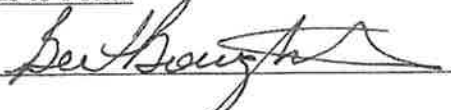
Date of Signature: 02/28/24

Signature: _____

Mike French, Chair, Board of Clallam County Commissioners

Date of Signature: _____

Approved as to Form:

Signature: 

Dee Boughton, Deputy Prosecuting Attorney



10
APR 08 2024

AGENDA ITEM SUMMARY

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

Department: Information Technology

WORK SESSION ☒ **Meeting Date:** April 8

REGULAR AGENDA ☒ **Meeting Date:** April 16

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

Item summary:

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

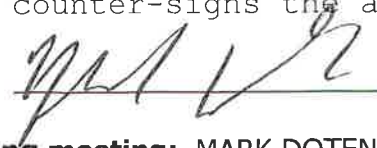
Documents exempt from public disclosure attached: ☐

Executive summary: The County Information Technology Department wishes to engage with New Horizon Communication phone services consolidator to centralize and streamline services and reduce current County telecommunications costs.

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?** ☐

There will be an estimated initial monthly cost savings of \$1,500 per month for the remainder of 2024 (~12,000 for May-December). There is no cost to the County for the services provided by New Horizon Communications. Any cancellation fees potentially charged by current vendors will be offset by the monthly savings gained.

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

County Official signature & print name:  MARK DOTEN

Name of Employee/Stakeholder attending meeting: MARK DOTEN

Relevant Departments: INFORMATION TECHNOLOGY

Date submitted: 3/25/24

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



MASTER SERVICE AGREEMENT

NHC SALES: Evan Davie

PARTNER: Kevin Nee

SUB AGENT:

DATE PREPARED: 03/13/2024

Company and Billing Information

Corporate Name:	CLALLAM COUNTY	Main Contact Name:	MARK DOTEN
Business Name (DBA):		Phone:	360-417-2345
Street Address:	223 E 4TH ST	Email:	mark.doten@clallamcountywa.gov
City:	PORT ANGELES	State:	WA
ZIP:	98362	Country:	USA

Terms and Conditions

This Master Service Agreement ("MSA") is entered into between New Horizon Communications ("NHC" or "Company") and Corporate Name Company referenced above, further referred to as "Customer". As defined herein, the term "Agreement" refers to this MSA, any Addendum to the MSA ("Addendum"), NHC's standard terms and conditions referred to as the Terms of Service (TOS) available at <https://nhcgrp.com/terms-of-service>, and all Service Order Addendum(s) ("SOA"). The Agreement is fully binding and enforceable as of the date the SOA is/are signed by both parties (the "Effective Date(s)"). To become effective, this Agreement must be: (1) signed by an authorized Customer representative; (2) signed by an authorized NHC representative; and (3) Customer must enter into a SOA. This Agreement is effective in all electronic or physical forms, which all will be considered original and all constitute the Agreement. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by email or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

Authorized Representative: By signing the Agreement, you acknowledge you have the authority to enter into the Agreement on the Customer's behalf.

Agreed to on behalf of Customer by:

Name: MARK DOTEN

Title: IT DIRECTOR

Authorized Signature [Signature]

Date: 3/25/24

Agreed to on behalf of NHC by:

Name: _____

Title: _____

Authorized Signature _____

Date: _____

Authorizations

Do not release any of my company information (including my customer service record) to requesting carriers or third-party vendors without prior notification and/or my consent. (initials) _____

I hereby authorize my Agent access to view my New Horizon Communications invoice. (initials) _____

NHC Document: MSA - Master Service Agreement - v12.6.21

Clallam County

Updated 3/5/2024

Location	BIN	Total Lines	Hunting	Type of Service	Monthly Charge	Comments
	360-452-7831					
Clallam County	452-7831	1		Ground Start	\$51.99	Call Forward Busy to 565-2695- \$3.00; Clallam County Auto Attendant
223 E 4th	417-2000	1		Ground Start	\$51.99	Call Forward Busy to 565-2695- \$3.00; Ring No Answer
Port Angeles, WA. 98362	452-7836	1		Ground Start	\$51.99	Call Forward Busy to 565-2695- \$3.00; Clallam County Auto Attendant
		63		Additional Listing	\$504.00	
	OSNA360.452.7831.8A			Off Premise Ex		Different Premise Address 1033 W Lauridsen Blvd, Port Angeles, WA
	OSNA360.452.7831.8B			Off Premise Ex		Different Premise Address 1033 W Lauridsen Blvd, Port Angeles, WA
	CLS4.UCNA.02041			Tie Line		Different Premise Address 1033 W Lauridsen Blvd, Port Angeles, WA
	OSNA360.452.7831.14S			Off Premise Ex		Different Premise Address 1033 W Lauridsen Blvd, Port Angeles, WA
	OSNA360.452.7831.16A			Off Premise Ex		Different Premise Address 1608 16th St, Port Angeles, WA
	OSNA360.452.7831.16B			Off Premise Ex		Different Premise Address 1608 16th St, Port Angeles, WA
	OSNA360.452.7831.18A			Off Premise Ex		Different Premise Address 618 South Peabody St, Port Angeles, WA
	OSNA360.452.7831.18B			Off Premise Ex		Different Premise Address 618 South Peabody St, Port Angeles, WA
	OSNA360.452.7831.18C			Off Premise Ex		Different Premise Address 618 South Peabody St, Port Angeles, WA
	OSNA360.452.7831.18D			Off Premise Ex		Different Premise Address 618 South Peabody St, Port Angeles, WA
	CLT TANA360.452.78316B			Tie Line		Different Premise Address 321 E 5th St, Port Angeles, WA
						Different Premise Address 152 West Cedar, Sequim, WA
					\$659.97	

Location	BTN	Total Lines	Hunting	Type of Service	Monthly Charge	Comments
	360-374-3146					
Clallam County Information	374-3146	1		1FB	\$65.49	
Highway 101						
Forks, WA. 98331						
					\$65.49	

Location	BTN	Total Lines	Hunting	Type of Service	Monthly Charge	Comments
	360-374-3151					
Clallam County Information Highway 101 Forks, WA. 98331	374-3151	1		1FB	65.49	
					\$65.49	

Location	BTN	Total Lines	Hunting	Type of Service	Monthly Charge	Comments
	360-457-0323					
Clallam County 1033 W Lauridsen Blvd Port Angeles, WA	457-0323	1		1FB	\$57.00	Destination SHOP
					\$57.00	

Location	BTN	Total Lines	Hunting	Type of Service	Monthly Charge	Comments
	360-683-2263					
Clallam County 152 W Cedar Sequim, WA	683-2263	1		1FB	\$57.00	Plus \$8 Call Waiting / \$8 Non-Published / \$3 Toll Restriction / \$2 Call Screening
					\$57.00	

Location	BTN	Total Lines	Hunting	Type of Service	Monthly Charge	Comments
	360-683-2192					
Clallam County 152 W Cedar Sequim, WA	683-2192	1		1FB	\$60.20	County Sherif Destination Outside Emergency 911 phone
					\$60.20	

Location	BTN	Total Lines	Hunting	Type of Service	Monthly Charge	Comments
	360-565-1032					
Clallam County	565-1032	1	565-1033	1FB	\$60.45	Call Forward Don't Answer (3) number 360-417-2533
223 E 4th	565-1033	1	Stop	1FB	\$60.45	
Port Angeles, WA. 98362						
					\$120.90	

Location	BTN	Total Lines	Hunting	Type of Service	Monthly Charge	Comments
	360-457-6843					
Clallam County	457-6843	1		1FB	\$60.20	Destination Juvenile & Family Service
1912 W 18th St						
Port Angeles, WA						
					\$60.20	

Location	BTN	Total Lines	Hunting	Type of Service	Monthly Charge	Comments
	360-457-4397					
Clallam County 1912 W 18th St Port Angeles, WA	457-4397	1		1FB	\$60.20	Juvenile & Family Services Plus AT&T \$25 Monthly Minimum for Long Distance
					\$60.20	

Location	BTN	Total Lines	Hunting	Type of Service	Monthly Charge	Comments
	360-457-4863					
Clallam County 1912 W 18th St Port Angeles, WA	457-4863	1		1FB	\$60.20	Plus AT&T \$25 Monthly Minimum for Long Distance Destination Fax Line
	457-2783	1		1FB	\$60.20	
	457-4871	1		1FB	\$60.20	
	457-4875	1		1FB	\$60.20	
					\$240.80	

Location	BTN	Total Lines	Hunting	Type of Service	Monthly Charge	Comments
	360-683-2192					
Clallam County	683-2192	1		1FB	\$60.20	County Sherif
152 W Cedar						Outside Emergency 911 phone
Sequim, WA						
					\$60.20	

Location	BTN	Total Lines	Hunting	Type of Service	Monthly Charge	Comments
	360-683-2263					
Clallam County	683-2263	1		1FB	\$60.20	Plus \$8 Call Waiting / Plus \$8 Non Published / Plus \$3 Call Screening
152 W Cedar						
Sequim, WA						
					\$60.20	

Location	BTN	Total Lines	Hunting	Type of Service	Monthly Charge	Comments
	360-565-1032					
Clallam County	565-1032	1	565-1033	1FB	\$60.20	
223 E 4th	565-1033	1	Stop	1FB	\$60.20	Call Forward Busy/Don't answer to 360-417-2533
Port Angeles, WA. 98362						
					\$120.40	

Location	BTN	Total Lines	Hunting	Type of Service	Monthly Charge	Comments
	360-417-2850					
Clallam County	4IDXX.67025.001PM	1	.0023PM	Data	\$362.94	T1 PRI ? With STN 360-417-2000
223 E 4th	360-452-3219	1		DID		Rings fast busy
Port Angeles, WA. 98362	360-417-2859	1		DD		Dead Air followed by intercepts
					\$362.94	

Location	BTN	Total Lines	Hunting	Type of Service	Monthly Charge	Comments
	360-452-9079					
Clallam County	452-9079	1		1FB	\$60.20	Phone Switch Maintenance
111 E 3rd St. Suite 1A	452-3489	1		1FB	\$60.20	Emergency Line
Port Angeles, WA	452-4492	1		1FB	\$60.20	
	452-9605	1		1FB	\$60.20	
	452-9795	1		1FB	\$60.20	
					\$301.00	

Location	BTN	Total Lines	Hunting	Type of Service	Monthly Charge	Comments
	360-452-1625					
Clallam County	452-1625	1		1MB	\$57.07	
223 E 4th						
Port Angeles, WA. 98362						
					\$57.07	

Location	BTN	Total Lines	Hunting	Type of Service	Monthly Charge	Comments
	206-122-2202					
Clallam County	T1ZFPTANWAAQHAA	1		T1	\$425.00	223 E 4th to Quest Central Office?
223 E 4th						
Port Angeles, WA. 98362						
					\$425.00	

Location	BTN	Total Lines	Hunting	Type of Service	Monthly Charge	Comments
	206-131-3735					
Clallam County	T1PFZTPTANWAAQHAA	1		T1	\$425.00	223 E 4th to Quest Central Office?
223 E 4th		1				
Port Angeles, WA. 98362						
					\$425.00	

Location	BTN	Total Lines	Hunting	Type of Service	Monthly Charge	Comments
	206-141-4008					
Clallam County	R2544	1		Analog Circuit	\$49.30	CKL1- 319 S Lincoln, Port Angeles, WA (County Court House)
223 E 4th						
Port Angeles, WA. 98362						
Dept Of Central Service						
					\$49.30	

Location	BTN	Total Lines	Hunting	Type of Service	Monthly Charge	Comments
	206-141-5684					
Clallam County	4.SGNA1831PN	1		Analog Circuit	\$3.80	Channels on Same Premises
223 E 4th						
Port Angeles, WA. 98362						
					\$3.80	

Location	BTN	Total Lines	Hunting	Type of Service	Monthly Charge	Comments
	206-141-3216					
Clallam County	6BANA1309	1		Alarm circuit	\$35.70	OLD technology. I would check to see if still in use.
223 E 4th						
Port Angeles, WA. 98362						
					\$35.70	



SERVICE ORDER ADDENDUM

CUSTOMER NAME CLALLAM COUNTY

NHC SALES Evan Davis

PARTNER Kevin Nee

SUB AGENT

QUOTE NUMBER

2312492122

DATE PREPARED

03/13/2024

EXPIRES ON

6/10/2024

DESCRIPTION

SERVICE ADDRESS

MRC

NRC

POTS -

223 E 4TH ST, PORT ANGELES, WA 98362

\$363.75

\$0.00

POTS -

196281 HIGHWAY 101, FORKS, WA 98331

\$173.30

\$0.00

POTS -

1033 W LAURIDSEN BLVD, PORT ANGELES, WA 98363

\$72.75

\$0.00

POTS -

152 W CEDAR ST, SEQUIM, WA 98382

\$291.00

\$0.00

POTS -

1912 W 18TH ST, PORT ANGELES, WA 98363

\$363.75

\$0.00

POTS -

111 E 3RD ST, PORT ANGELES, WA 98362

\$363.75

\$0.00

** Please see the following page for quote details*

Order Total

\$1,628.30

\$0.00



LOCATION SERVICE QUOTE 1

QUOTE ID# 2312492122

MONTH TERM 12

PREPARED FOR: CLALLAM COUNTY

TOTAL MRC \$363.75

SERVICE ADDRESS: 223 E 4TH ST, PORT ANGELES, WA 98362

TOTAL NRC \$0.00

MRC Services

ITEM CODE	DESCRIPTION	EACH	QTY	TOTAL
OVERLAY SERVICES - VOICE				
12+1MB+LD	Measured POTS	\$54.52	5	\$272.60
EUCL	EUCL	\$8.99	5	\$44.95
PICC	PICC	\$3.75	5	\$18.75
LNPPOTS	LNP	\$0.99	5	\$4.95
ITSTERM	ITS	\$4.50	5	\$22.50
SUBTOTAL				\$363.75

TOTAL MONTHLY RECURRING CHARGES: \$363.75

NRC Services

ITEM CODE	DESCRIPTION	EACH	QTY	TOTAL
INSTALLATION SERVICES				
MIGRATENRC	POTS Migration	\$0.00	5	\$0.00
SUBTOTAL				\$0.00

TOTAL NON-RECURRING CHARGES: \$0.00

Rate/Min Services

ITEM CODE	DESCRIPTION	EACH	QTY	TOTAL
CALLING RATES				
VD	Local Usage Per Minute	\$0.025	1	\$0.025
VD	Intrastate LD Usage Per Minute	\$0.049	1	\$0.049
VD	Regional Usage Per Minute	\$0.069	1	\$0.069
VD	Interstate LD Usage Per Minute	\$0.029	1	\$0.029

LOCATION SERVICE QUOTE 2

QUOTE ID# 2312492122

MONTH TERM 12

PREPARED FOR: CLALLAM COUNTY

TOTAL MRC \$173.30

SERVICE ADDRESS: 196281 HIGHWAY 101, FORKS, WA 98331

TOTAL NRC \$0.00

MRC Services

ITEM CODE	DESCRIPTION	EACH	QTY	TOTAL
OVERLAY SERVICES - VOICE				
FL1MBLD	Flat Rate POTS	\$68.42	2	\$136.84
EUCL	EUCL	\$8.99	2	\$17.98
PICC	PICC	\$3.75	2	\$7.50
LNPPOTS	LNP	\$0.99	2	\$1.98
ITSTERM	ITS	\$4.50	2	\$9.00
SUBTOTAL:				\$173.30

TOTAL MONTHLY RECURRING CHARGES: \$173.30

NRC Services

ITEM CODE	DESCRIPTION	EACH	QTY	TOTAL
INSTALLATION SERVICES				
MIGRATENRC	POTS Migration	\$0.00	2	\$0.00
SUBTOTAL				\$0.00

TOTAL NON-RECURRING CHARGES: \$0.00

Rate/Min Services

ITEM CODE	DESCRIPTION	EACH	QTY	TOTAL
CALLING RATES				
VD	Intrastate LD Usage Per Minute	\$0.049	1	\$0.049
VD	Local Usage Per Minute	\$0.000	1	\$0.000
VD	Interstate LD Usage Per Minute	\$0.029	1	\$0.029
VD	Regional Usage Per Minute	\$0.069	1	\$0.069

LOCATION SERVICE QUOTE 3

QUOTE ID# 2312492122

MONTH TERM 12

PREPARED FOR: CLALLAM COUNTY

TOTAL MRC \$72.75

SERVICE ADDRESS: 1033 W LAURIDSEN BLVD, PORT ANGELES, WA 98363

TOTAL NRC \$0.00

MRC Services

ITEM CODE	DESCRIPTION	EACH	QTY	TOTAL
OVERLAY SERVICES - VOICE				
12+1MB+LD	Measured POTS	\$54.52	1	\$54.52
EUCL	EUCL	\$8.99	1	\$8.99
PICC	PICC	\$3.75	1	\$3.75
LNPPOTS	LNP	\$0.99	1	\$0.99
ITSTERM	ITS	\$4.50	1	\$4.50
SUBTOTAL				\$72.75

TOTAL MONTHLY RECURRING CHARGES: \$72.75

NRC Services

ITEM CODE	DESCRIPTION	EACH	QTY	TOTAL
INSTALLATION SERVICES				
MIGRATENRC	POTS Migration	\$0.00	1	\$0.00
SUBTOTAL				\$0.00

TOTAL NON-RECURRING CHARGES: \$0.00

Rate/Min Services

ITEM CODE	DESCRIPTION	EACH	QTY	TOTAL
CALLING RATES				
VD	Local Usage Per Minute	\$0.025	1	\$0.025
VD	Regional Usage Per Minute	\$0.069	1	\$0.069
VD	Intrastate LD Usage Per Minute	\$0.049	1	\$0.049
VD	Interstate LD Usage Per Minute	\$0.029	1	\$0.029

LOCATION SERVICE QUOTE 4

QUOTE ID# 2312492122

MONTH TERM 12

PREPARED FOR: CLALLAM COUNTY

TOTAL MRC \$291.00

SERVICE ADDRESS: 152 W CEDAR ST, SEQUIM, WA 98382

TOTAL NRC

\$0.00

MRC Services

ITEM CODE	DESCRIPTION	EACH	QTY	TOTAL
OVERLAY SERVICES - VOICE				
12+1MB+LD	Measured POTS	\$54.52	4	\$218.08
EUCL	EUCL	\$8.99	4	\$35.96
PICC	PICC	\$3.75	4	\$15.00
LNPPOTS	LNP	\$0.99	4	\$3.96
ITSTERM	ITS	\$4.50	4	\$18.00
SUBTOTAL				\$291.00

TOTAL MONTHLY RECURRING CHARGES:

\$291.00

NRC Services

ITEM CODE	DESCRIPTION	EACH	QTY	TOTAL
INSTALLATION SERVICES				
MIGRATENRC	POTS Migration	\$0.00	4	\$0.00
SUBTOTAL				\$0.00

TOTAL NON-RECURRING CHARGES:

\$0.00

Rate/Min Services

ITEM CODE	DESCRIPTION	EACH	QTY	TOTAL
CALLING RATES				
VD	Local Usage Per Minute	\$0.025	1	\$0.025
VD	Regional Usage Per Minute	\$0.069	1	\$0.069
VD	Intrastate LD Usage Per Minute	\$0.049	1	\$0.049
VD	Interstate LD Usage Per Minute	\$0.029	1	\$0.029

LOCATION SERVICE QUOTE 5

QUOTE ID# 2312492122

MONTH TERM 12

PREPARED FOR: CLALLAM COUNTY

TOTAL MRC

\$363.75

SERVICE ADDRESS: 1912 W 18TH ST, PORT ANGELES, WA 98363

TOTAL NRC

\$0.00

MRC Services

ITEM CODE	DESCRIPTION	EACH	QTY	TOTAL
OVERLAY SERVICES - VOICE				
12+1MB+LD	Measured POTS	\$54.52	5	\$272.60
EUCL	EUCL	\$8.99	5	\$44.95
PICC	PICC	\$3.75	5	\$18.75
LNPPOTS	LNP	\$0.99	5	\$4.95
ITSTERM	ITS	\$4.50	5	\$22.50
SUBTOTAL				\$363.75

TOTAL MONTHLY RECURRING CHARGES:

\$363.75

NRC Services

ITEM CODE	DESCRIPTION	EACH	QTY	TOTAL
INSTALLATION SERVICES				
MIGRATENRC	POTS Migration	\$0.00	5	\$0.00
SUBTOTAL				\$0.00

TOTAL NON-RECURRING CHARGES:

\$0.00

Rate/Min Services

ITEM CODE	DESCRIPTION	EACH	QTY	TOTAL
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CALLING RATES

VD	Intrastate LD Usage Per Minute	\$0 049	1	\$0 049
VD	Local Usage Per Minute	\$0 025	1	\$0 025
VD	Interstate LD Usage Per Minute	\$0 029	1	\$0 029
VD	Regional Usage Per Minute	\$0 069	1	\$0 069

LOCATION SERVICE QUOTE 6

QUOTE ID# 2312492122

MONTH TERM 12

PREPARED FOR: CLALLAM COUNTY

TOTAL MRC \$363.75

SERVICE ADDRESS: 111 E 3RD ST, PORT ANGELES, WA 98362

TOTAL NRC \$0.00

MRC Services

ITEM CODE	DESCRIPTION	EACH	QTY	TOTAL
OVERLAY SERVICES - VOICE				
12+1MB+LD	Measured POTS	\$54 52	5	\$272 60
EUCL	EUCL	\$8 99	5	\$44 95
PICC	PICC	\$3 75	5	\$18 75
LNPPOTS	LNP	\$0 99	5	\$4 95
ITSTERM	ITS	\$4 50	5	\$22 50
SUBTOTAL:				\$363.75

TOTAL MONTHLY RECURRING CHARGES: \$363.75

NRC Services

ITEM CODE	DESCRIPTION	EACH	QTY	TOTAL
INSTALLATION SERVICES				
MIGRATENRC	POTS Migration	\$0 00	5	\$0 00
SUBTOTAL:				\$0.00

TOTAL NON-RECURRING CHARGES: \$0.00

Rate/Min Services

ITEM CODE	DESCRIPTION	EACH	QTY	TOTAL
CALLING RATES				
VD	Local Usage Per Minute	\$0 025	1	\$0 025
VD	Regional Usage Per Minute	\$0 069	1	\$0 069
VD	Intrastate LD Usage Per Minute	\$0 049	1	\$0 049
VD	Interstate LD Usage Per Minute	\$0 029	1	\$0 029

Please note...

- NHC solution quotes for access circuits are quoted to the specific Carrier's Main Point of Entry (MPOE). Customer is responsible for the extension from the MPOE to the Customer's usable area.
- Network Access - Installation is not guaranteed until site survey complete.
- NHC OSS Recovery Fee \$9 99 and E-bill Fee \$3 (Assigned to Corporate Account).
- NHC Surcharges - Maintenance & Repair Program and Interstate Carrier Cost Recovery per Terms of Service.
- State & Federal Taxes and Surcharges not Included.

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SERVICE ORDER ADDENDUM

QUOTE ID# 2312492122

CUSTOMER NAME CLALLAM COUNTY

TERMS AND CONDITIONS

- 1) Terms of Service: By signing this Service Order Addendum ("SOA") with New Horizon Communications Corp. ("NHC"), the Customer agrees to incorporate the SOA, the accompanying Master Service Agreement, any Addendum to the Master Service Agreement, and NHC's online Terms of Service ("TOS") posted at <https://nhcgrp.com/terms-of-service>. The order of preference for the interpretation of the provisions of each of these documents is set forth in paragraph one of the TOS.
- 2) The quotes for pricing of services set forth in this SOA is valid for 60 days from the date of this SOA. The prices and charges set forth in this SOA does not include taxes, fees and surcharges (if applicable), any additional equipment, cabling or pre-installation work, added features (including unknown features on assumed services), shipping, optional features, or services that may have been added at the customer's request prior to installation and billing. Fees and surcharges are set forth at <https://nhcgrp.com/terms-of-service>.
- 3) An address must be supplied and validated by RBOC/ILEC database. NHC is not responsible for an unvalidated address that doesn't match the location resulting in an inaccurate quote.
- 4) Distance, Location Site Survey & Buildouts/Cabling: Pricing and install intervals are based on the requested building location and available facilities. Additional costs for build-out and/or cabling may apply with some requested services (for example Broadband, GPON, and Ethernet type services).
- 5) Confidential and Proprietary: The SOA is provided to the Company listed above and may not be disclosed or forwarded to any other party without the express written consent of NHC.

CUSTOMER AUTHORIZATION

The signatory below represents and warrants his or her authority to execute, deliver and perform this Agreement on behalf of the Company named below. New Horizon shall be entitled to rely on any apparent or implied authority of such signatory, which shall result in a binding and enforceable agreement between New Horizon and the Company. Installation shall mean the date when NHC tests and turns up your service and we notify you that your service is ready for use.

Agreed to on behalf of Customer by:

NAME: MARK DOTE

TITLE: IT DIRECTOR

AUTHORIZED SIGNATURE: [Signature]

DATE: 3/24/2011

NHC Document: SOA - Service Order Addendum - v1

Agreed to on behalf of NHC by:

NAME: _____

TITLE: _____

AUTHORIZED SIGNATURE: _____

DATE: _____



SERVICE ORDER ADDENDUM

CUSTOMER NAME CLALLAM COUNTY

NHC SALES Evan Davie

PARTNER Kevin Nee

SUB AGENT Kevin Nee (Kevin Nee)



QUOTE NUMBER

2381144535

DATE PREPARED

03/13/2024

EXPIRES ON

4/3/2024

DESCRIPTION

SERVICE ADDRESS

MRC

NRC

Internet - Broadband

223 E 4TH ST, PORT ANGELES, WA 98362

\$112.00

\$0.00

STACK Solution SIP ☞

223 E 4TH ST, PORT ANGELES, WA 98362

\$147.95

\$375.00

** Please see the following page for quote details*

Order Total

\$259.95

\$375.00

NHC Document: SOA - Service Order Addendum - v1



LOCATION SERVICE QUOTE 1

QUOTE ID# 2381144535

MONTH TERM 36

PREPARED FOR: CLALLAM COUNTY

TOTAL MRC \$112.00

SERVICE ADDRESS: 223 E 4TH ST, PORT ANGELES, WA 98362

TOTAL NRC \$0.00

MRC Services

ITEM CODE	DESCRIPTION	EACH	QTY	TOTAL
NETWORK SERVICES - 1				
IPCAC2M	IP Coordinated Access Charge	\$16.00	1	\$16.00
RTR2M	Carrier Equipment	\$0.00	1	\$0.00
IPCT2M099	IP Broadband Circuit - 250M/15M	\$89.00	1	\$89.00
IPADRES2M	Static IP - 5	\$7.00	1	\$7.00
SUBTOTAL:				\$112.00

TOTAL MONTHLY RECURRING CHARGES: \$112.00

NRC Services

ITEM CODE	DESCRIPTION	EACH	QTY	TOTAL
INSTALLATION SERVICES				
DATASU2M	IP Broadband Circuit - Install	\$0.00	1	\$0.00
SUBTOTAL:				\$0.00

TOTAL NON-RECURRING CHARGES: \$0.00

LOCATION SERVICE QUOTE 2

QUOTE ID# 2381144535

MONTH TERM 36

PREPARED FOR: CLALLAM COUNTY

TOTAL MRC \$147.95

SERVICE ADDRESS: 223 E 4TH ST, PORT ANGELES, WA 98362

TOTAL NRC \$375.00

MRC Services

ITEM CODE	DESCRIPTION	EACH	QTY	TOTAL
OVERLAY SERVICES - VOICE				
NVDID10	newVoice DID (New)	\$0.10	200	\$20.00
NVPRI23	newVoice PRI 23 Channels	\$95.00	1	\$95.00
NVC2431T1	NV Cisco 2431 IAD 1 T1/E1	\$32.00	1	\$32.00
E911PSS	E911 Public Safety Surcharge	\$0.95	1	\$0.95
SUBTOTAL:				\$147.95

TOTAL MONTHLY RECURRING CHARGES: \$147.95

NRC Services

ITEM CODE	DESCRIPTION	EACH	QTY	TOTAL
INSTALLATION SERVICES				
MGDMRC1ST	Managed Install- 1st Hr (additional billed at \$175/hr)	\$375.00	1	\$375.00
SUBTOTAL:				\$375.00

TOTAL NON-RECURRING CHARGES: \$375.00

Rate/Min Services

ITEM CODE	DESCRIPTION	EACH	QTY	TOTAL
CALLING RATES				
U-219-VP	NVSIP PRI/ANLG STD (019)	\$0.019	1	\$0.019

Please note...

- NHC solution quotes for access circuits are quoted to the specific Carrier's Main Point of Entry (MPQE).
- Customer is responsible for the extension from the MPQE to the Customer's Usable area.
- Network Access - Installation is not guaranteed until site survey complete.
- NHC OSS Recovery Fee: \$9.99 and E-bill Fee \$3. (Assigned to Corporate Account)
- NHC Surcharges: Maintenance & Repair Program and interstate Carrier Cost Recovery per Terms of Service.
- State & Federal Taxes and Surcharges not included.

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NHC Document: SOA - Service Order Addendum - v1



SERVICE ORDER ADDENDUM

QUOTE ID# 2381144535

CUSTOMER NAME CLALLAM COUNTY

TERMS AND CONDITIONS

- 1) Terms of Service: By signing this Service Order Addendum ("SOA") with New Horizon Communications Corp. ("NHC"), the Customer agrees to incorporate the SOA, the accompanying Master Service Agreement, any Addendum to the Master Service Agreement, and NHC's online Terms of Service ("TOS") posted at <https://nhcgrp.com/terms-of-service>. The order of preference for the interpretation of the provisions of each of these documents is set forth in paragraph one of the TOS.
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- 3) An address must be supplied and validated by RBOC/ILEC database. NHC is not responsible for an unvalidated address that doesn't match the location resulting in an inaccurate quote.
- 4) Distance, Location Site Survey & Buildouts/Cabling: Pricing and install intervals are based on the requested building location and available facilities. Additional costs for build-out and/or cabling may apply with some requested services (for example Broadband, GPON, and Ethernet type services).
- 5) Confidential and Proprietary: The SOA is provided to the Company listed above and may not be disclosed or forwarded to any other party without the express written consent of NHC.

CUSTOMER AUTHORIZATION

The signatory below represents and warrants his or her authority to execute, deliver and perform this Agreement on behalf of the Company named below. New Horizon shall be entitled to rely on any apparent or implied authority of such signatory, which shall result in a binding and enforceable agreement between New Horizon and the Company. Installation shall mean the date when NHC tests and turns up your service and we notify you that your service is ready for use.

Agreed to on behalf of Customer by:

NAME: MARK DOTEN

TITLE: IT DIRECTOR

AUTHORIZED SIGNATURE: [Signature]

DATE: 3/25/21

NHC Document: SOA - Service Order Addendum - v

Agreed to on behalf of NHC by:

NAME: _____

TITLE: _____

AUTHORIZED SIGNATURE: _____

DATE: _____



11
APR 08 2024

AGENDA ITEM SUMMARY

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

Department: Information Technology

WORK SESSION ☒ **Meeting Date:** April 8th

REGULAR AGENDA ☒ **Meeting Date:** April 16th

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

Item summary:

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

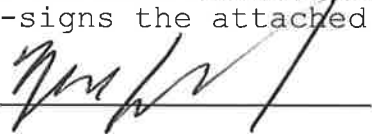
Documents exempt from public disclosure attached: ☐

Executive summary: The attached purchase order exceeds the signature limits of I.T. Director and County Administrator. We are requesting counter-signature by the BOCC chair of the attached purchase order for annual renewal of approved and budgeted Microsoft applications, year 3 of 3, term of 5/1/2024 through 4/30/25.

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

No budgetary impact - costs have been previously approved and budgeted funds exist for this renewal.

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

County Official signature & print name:  MARK DOTEN

Name of Employee/Stakeholder attending meeting: MARK DOTEN

Relevant Departments: INFORMATION TECHNOLOGY

Date submitted: 4/8/24

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

**Clallam County Information Technology Dept.**

223 E. 4th Street, Suite 13, Port Angeles, WA 98362

Mark Doten, Department Director 360-417-2345

PURCHASE ORDER

DATE:	4/3/2024	P.O. NUMBER:	IT20240403
VENDOR:	CDWG	RFQ NUMBER:	RFQ2024-085
VENDOR #:	0000289	REQST. DEPT:	IT
ADDRESS:	www.cdwg.com	REQST. NAME:	Mark Doten
PHONE:		BARS CODE:	00100.411.51888.48.0161
VISA Charge			

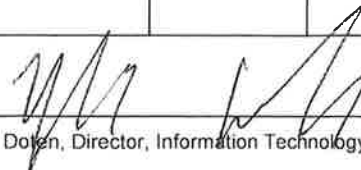
Purchasing Agent	Email	Phone
------------------	-------	-------

TESS TEEL

tessteel@clallamcountywa.gov

360-417-2349

Item Number:	Quantity	Description	Unit Price	Total
	1	Year 3 of 3 Microsoft Renewals (5/1/24 - 4/30/25)	\$ 205,973.70	\$ 205,973.70
		per Quote NSTS472, dated 2/8/2024		\$ -
		500 FUSL license per user		\$ -
		500 MS Defender		\$ -
		10 MS Vizio		\$ -
		485 MS Audio conf select dial out		\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -


Mark Doten, Director, Information Technology

DELIVERY	
SUBTOTAL	\$ 205,973.70
WA SALES TAX	\$ 18,331.66
TOTAL	\$ 224,305.36

Mike French, BOCC Chair

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



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[Software](#)

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[Brands](#)

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QUOTE CONFIRMATION

TESS TEEL,

Thank you for considering CDW•G for your technology needs. The details of your quote are below. **If you are an eProcurement or single sign on customer, please log into your system to access the CDW site.** You can search for your quote to retrieve and transfer back into your system for processing.

For all other customers, click below to convert your quote to an order.

[Convert Quote to Order](#)

QUOTE #	QUOTE DATE	QUOTE REFERENCE	CUSTOMER #	GRAND TOTAL
NSTS472	2/8/2024	ANNUAL PAYMENT DUE 4/8	3723164	\$224,305.36

IMPORTANT - PLEASE READ

Special Instructions: Annual Payment due 4/8
EA 4716642
Year 3 of 3
Terms 5/1/2024 - 4/30/2025

QUOTE DETAILS

ITEM	QTY	CDW#	UNIT PRICE	EXT. PRICE
<u>Microsoft M365 G3 Unified FUSL GCC Subscription License Per User</u> Mfg. Part#: AAD-34704-12-SLG Year 3 of 3 Terms 5/1/2024 - 4/30/2025 Electronic distribution - NO MEDIA Contract: KCDA Catalog Agreement- Contract# 022-G (022-G)	500	5489074	\$390.22	\$195,110.00
<u>MS EA DEFENDER O365 P1 GCC P U</u> Mfg. Part#: 3GU-00001-12-SLG Year 3 of 3 Terms 5/1/2024 - 4/30/2025 Electronic distribution - NO MEDIA Contract: KCDA Catalog Agreement- Contract# 022-G (022-G)	500	4400962	\$18.90	\$9,450.00
<u>MS EA VISIO P2 GCC P USER</u> Mfg. Part#: P3U-00001-12-SLG Year 3 of 3 Terms 5/1/2024 - 4/30/2025 Electronic distribution - NO MEDIA Contract: KCDA Catalog Agreement- Contract# 022-G (022-G)	10	3576069	\$141.37	\$1,413.70
<u>Microsoft Audio Conferencing Select Dial Out - subscription license - 1 lic</u> Mfg. Part#: NYH-00001-12-SLG Year 3 of 3 Terms 5/1/2024 - 4/30/2025 Electronic distribution - NO MEDIA Contract: MARKET	485	6976615	\$0.00	\$0.00

SUBTOTAL	\$205,973.70
SHIPPING	\$0.00
SALES TAX	\$18,331.66
GRAND TOTAL	\$224,305.36

PURCHASER BILLING INFO

Billing Address:
CLALLAM COUNTY
ACCTS PAYABLE
223 E 4TH ST STE 13
PORT ANGELES, WA 98362-3000
Phone: (360) 417-2000
Payment Terms: Net 30 Days-Govt State/Local

DELIVER TO

Shipping Address:
CLALLAM COUNTY
TESS TEEL
223 E 4TH ST STE 13
PORT ANGELES, WA 98362-3000
Phone: (360) 417-2000
Shipping Method: ELECTRONIC DISTRIBUTION

Please remit payments to:

CDW Government
75 Remittance Drive
Suite 1515
Chicago, IL 60675-1515



Sales Contact Info

Tyler Leedy | (877) 885-4399 | tyler.leedy@cdwg.com

LEASE OPTIONS

FMV TOTAL	FMV LEASE OPTION	BO TOTAL	BO LEASE OPTION
\$205,973.70	\$5,466.54/Month	\$205,973.70	\$6,329.57/Month

Monthly payment based on 36 month lease. Other terms and options are available. Contact your Account Manager for details. Payment quoted is subject to change.

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- Predictable, Low Monthly Payments. Pay over time. Lease payments are fixed and can be tailored to your budget levels or revenue streams.
- Technology Refresh. Keep current technology with minimal financial impact or risk. Add-on or upgrade during the lease term and choose to return or purchase the equipment at end of lease.
- Bundle Costs. You can combine hardware, software, and services into a single transaction and pay for your software licenses over time! We know your challenges and understand the need for flexibility.

General Terms and Conditions:

This quote is not legally binding and is for discussion purposes only. The rates are estimate only and are based on a collection of industry data from numerous sources. All rates and financial quotes are subject to final review, approval, and documentation by our leasing partners. Payments above exclude all applicable taxes. Financing is subject to credit approval and review of final equipment and services configuration. Fair Market Value leases are structured with the assumption that the equipment has a residual value at the end of the lease term.

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AGENDA ITEM SUMMARY

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

12
APR 08 2024

Department: DCD

WORK SESSION ☒ Meeting Date: 04/08/2024

REGULAR AGENDA ☐ Meeting Date: 04/16/2024

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

Item summary:

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

Documents exempt from public disclosure attached: ☐

Executive summary: April 18, 2023, the Clallam County Board of Commissioners signed a letter of support for the Hoko River Floodplain Restoration project at Upper Cowan Ranch when The Makah Tribe was applying for funding from NFWF America the Beautiful Challenge. The Makah Tribe was not successful in securing the funding. Now the North Olympic Salmon Coalition in partnership with Makah, Lower Elwha Klallam Tribe, and Washington State Parks is applying for funding through Floodplains by Design for the same project.

In the lower 5.25 miles of the Hoko River historic land -use practices and mechanical removal of large wood from the channel have resulted in 4 to 6 feet of channel incision, resulting in floodplain disconnection, bed scour, loss of pools and cover, habitat simplification throughout the project reach.

An opportunity to address these conditions has been found on lands owned by Washington State Parks. The design is currently 60% and the permit applications are written. This design project seeks to complete the permitting process and design to prepare for future construction of the restoration project. Part of this project has design structures (logjams) that will deflect water away from the County Road which will significantly decrease the risk of scour and flooding impacts to the County Road.

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

No budgetary impact.

Recommended action: (Does the Board need to act? If so, what is the department's recommendation?)
Please sign the letter of support for Hoko River Floodplain Restoration at Upper Cowan Ranch.

County Official signature & print name: Bruce Emery 

Name of Employee/Stakeholder attending meeting: Rebecca Mahan

Relevant Departments: DCD/Public Works

Date submitted: 04/03/2024

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

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

Agenda Item Summary LOS Upper Cowan
Revised: 3-04-2019

Questions? Call Loni Gores, Clerk of the Board, ext 2256



Board of Clallam County Commissioners

223 East 4th Street, Suite 4
Port Angeles, WA 98362-3015
360.417.2233 Fax: 360.417.2493

Email: commissioners@clallamcountywa.gov

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

TODD MIELKE, County Administrator

April 16, 2024

Amelia Petersen
Program Coordinator, Floodplains by Design
Department of Ecology
P.O. Box 47600
Olympia, WA 98504-7600

Re: Hoko River Floodplain Restoration at Upper Cowan Ranch Letter of Support

Dear Ms. Petersen,

This letter is an acknowledgement of our support and commitment to the Hoko River Floodplain Restoration at Upper Cowan Ranch, EAGL ID SEAFBD-2527-NoOISC-00010, proposed by the North Olympic Salmon Coalition for funding through the Floodplains by Design grant program 2024.

Hoko-Ozette Road is a Clallam County Road that runs along the portion of Hoko River proposed for this restoration project. Part of this project has design structures (logjams) to deflect the river away from the County Road at one of the pinch points. This deflection of river will help to re-engage the opposite floodplain and push flow into a constructed sidechannel. These actions will significantly decrease the risk of scour and flooding impacts to the County Road.

This project has been developed through true cooperative involvement of partners, including the State of Washington, Tribes, and NGOs over the last few years, and focuses on restoring one of the most important habitats on the Olympic Peninsula in Washington State. This project is intended to restore natural processes of over a half mile of highly degraded river channel and riparian floodplain habitat on the Hoko River, within Clallam County, Washington. This project is necessary for the recovery of salmon stocks in the Hoko River, will restore functioning habitat for wildlife, will benefit the local community, and area infrastructure. The proposed project is community-based, supported by area tribes, landowners, and local stakeholders, and is a regional priority.

We look forward to seeing this project built to the benefit of Hoko River fish and wildlife, critical infrastructure, and the humans that rely on all of it working together. We strongly encourage Floodplains by Design to support the 2024 grant proposal for the Hoko River Floodplain Restoration at Upper Cowan Ranch.

Sincerely,

BOARD OF CLALLAM COUNTY COMMISSIONERS

Mike French, Chair

Randy Johnson

Mark Ozias

HOKO RIVER

UPPER COWAN RANCH RIVER RESTORATION DESIGN



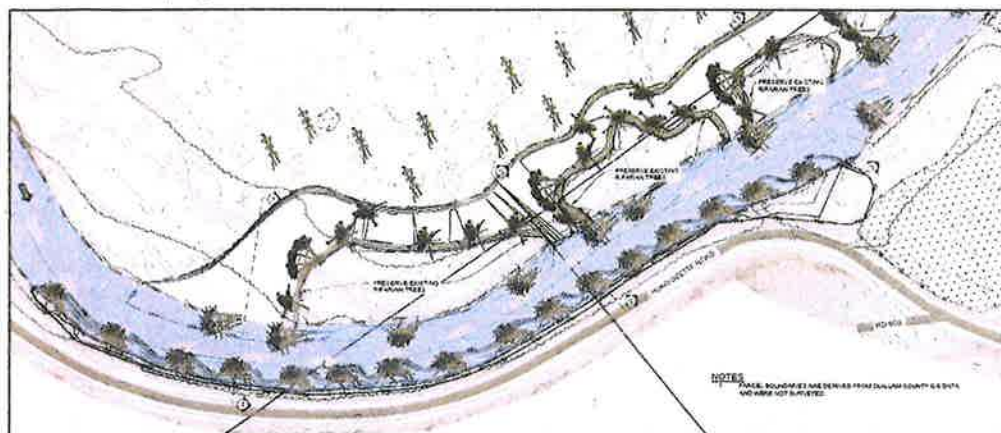
Primary limiting factor in the Hoko is the lack of large wood. This has contributed to 4-6 feet of channel incision with horrendous habitat impacts. NSD Photo.

ABOUT THE PROJECT

In the lower 5.25 miles of the Hoko River historic land-use practices and mechanical removal of large wood from the channel have resulted in 4 to 6 feet of channel incision, resulting in floodplain disconnection, bed scour, loss of pools and cover, habitat simplification throughout the project reach.

These river conditions jeopardize all life stages of salmon. Eggs and alevin are subject to scouring flows tearing out redds or silting them in. Juveniles instream have limited places to rest, feed or to escape flood velocities. Returning adults are constrained by a low number of quality riffles with upwelling water good for redd building, and do not have backwaters or eddies for resting during their upstream migrations through the incised and simplified channel.

An opportunity to address these conditions has been found on lands owned by Washington State Parks. The design is currently at 60% and permit applications are written. This design project seeks to complete the permitting process and design to prepare for future construction of the restoration project.



Preliminary Design elements focus on ELJ construction and sidechannel creation to address incision and degraded habitat conditions. NSD Design.

AT A GLANCE

100% DESIGN AND PERMITS:
By December 2026

DESIGN ELEMENTS:
ELJs: 75

MAINSTEM TREATED: 2500LF

SIDECANNELS CONSTRUCTED:
~2500 LF, 28,700 CY

FLOODPLAIN PLANTINGS: 36 Acres

DESIGN COST: \$322,885

GOAL:

Reverse channel incision and increase the quality and quantity of salmonid habitat on the lower Hoko River through the construction of Engineered Log Jams and excavation of sidechannel habitat between river mile 4.6 and 5.2

OBJECTIVES:

- Submit Permit Applications/ Receive permits
- Perform Geotech Investigation
- Advance from Preliminary to Final Design
- Shovel ready at project completion.

IN PARTNERSHIP WITH:





MARK OZIAS, District 1, Chair
RANDY JOHNSON, District 2
Mike French, District 3

Board of Clallam County Commissioners

223 East 4th Street, Suite 4
Port Angeles, WA 98362-3015
360.417.2233 Fax: 360.417.2493
Email: commissioners@co.clallam.wa.us

RICH SILL, County Administrator

Rachel Dawson
Program Director, National Programs
National Fish and Wildlife Foundation
1133 Fifteenth Street NW, Suite 1000
Washington, DC 20005

April 18, 2023

Re: Upper Cowan Ranch Hoko River Restoration Project Letter of Support

Dear Ms. Dawson,

This letter is an acknowledgement of our support to the Upper Cowan Ranch Hoko River Restoration Project, Easygrants ID #80198, proposed by the Makah Tribe for funding through the NFWF America the Beautiful Challenge 2023.

The Hoko-Ozette Road, which is a Clallam County Road that runs along the portion of Hoko River proposed for this restoration project. Part of this project has design structures (log jams) to deflect the river away from the County Road at one of the pinch points. This deflection of river will help to re-engage the opposite floodplain, and is designed to decrease the risk of scour and flooding impacts to the County Road.

This project has been developed through true cooperative involvement of partners, including the State of Washington, Tribes, and NGOs over the last few years, and focuses on restoring one of the most important habitats on the Olympic Peninsula in Washington State. This project is intended to restore natural processes of over a half mile of highly degraded river channel and riparian floodplain habitat on the Hoko River, within Clallam County, Washington. This project is necessary for the recovery of salmon stocks in the Hoko River, will restore functioning habitat for wildlife, and will also benefit the local community. The proposed project is community-based, supported by area tribes, landowners, and local stakeholders, and is a regional priority.

We are happy to support this important project with the Makah Tribe and the other partners of the Hoko River restoration team. We strongly encourage NFWF to support the 2023 grant proposal Upper Cowan Ranch Hoko River Restoration Project.

Sincerely,

BOARD OF CLALLAM COUNTY COMMISSIONERS


Mark Ozias, Chair


Randy Johnson


Mike French



13
APR 08 2024

AGENDA ITEM SUMMARY

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

Department: BOCC

WORK SESSION ☒ **Meeting Date: 04/08/2024**

REGULAR AGENDA ☒ **Meeting Date: 04/16/2024**

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

Item summary:

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

Documents exempt from public disclosure attached: ☐

Executive summary: Peninsula Behavioral Health (PBH) submitted on March 8, 2024 an application requesting Affordable Sales and Use Tax 1406 funding in the amount of \$250,000 to assist with the rehabilitation of a 5-bedroom Permanent Supported Housing Group Home located at 5th and Fir St. in Sequim, WA. As the predominant behavioral health provider in rural Clallam County, our mission is to extend housing and comprehensive support to individuals grappling with serious behavioral health needs.

The Housing Solutions Committee met April 5, 2024 reviewed the application and is recommending approval of application.

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

Recommended action:

1. The Housing Solutions Committee has reviewed the application and is recommending expenditure of \$250,000 in Affordable Housing Sales Tax 1406 Fund to be allocated to this project.

County Official signature & print name: _____

A handwritten signature in blue ink, appearing to read "Timothy Dalton", written over a horizontal line.

Names of Relevant Departments/Employees/Stakeholders attending meeting:

Timothy Dalton, Housing and Grant Resource Director/Wendy Sisk, Exec. Dir. Peninsula

Date submitted: 04/03/2024

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



RESOLUTION _____, 2024

AUTHORIZING EXPENDITURE FROM THE AFFORDABLE HOUSING SALES AND USE TAX
FUND FOR THE APPROVED 2024 AFFORDABLE HOUSING TAX FUNDING
APPLICATIONS

THE BOARD OF CLALLAM COUNTY COMMISSIONERS finds as follows:

1. The County collects Affordable Housing Sales and Use Tax 1406 Tax pursuant to RCW 82.14.540 (1406).
2. Resolution No. 32-2022 assigns responsibility to the Clallam County Housing Solutions Committee to provide guidance and support for the administration of the Clallam County Affordable Housing Sales and Use Tax 1406 Grant fund and make recommendations to the Board of Clallam County Commissioners.
3. The Clallam County Housing Solution Committee received an application March 8, 2024 from Peninsula Behavioral Health requesting \$250,000 in 1406 Affordable Housing Sales and Use Tax for a rehabilitation of a 5-bedroom Permanent Supported Housing Group Home project located at 5th and Fir St. in Sequim, WA.
4. The Housing Solutions Committee met on April 5, 2024, to review the application and made a recommendation to the Board of Commissioners for approval.

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

1. Concurs in the recommendation of the Clallam County Housing Solutions Committee.
2. Authorizes an expenditure \$250,000 from the Affordable Housing Sales Tax 1406 Fund to be allocated for the rehabilitation of a 5-bedroom Permanent Supported Housing Group Home project located at 5th and Fir St. in Sequim, WA

PASSED AND ADOPTED this 16th day of April 2024

BOARD OF CLALLAM COUNTY COMMISSIONERS

Mark Ozias,

Randy Johnson

Mike French, Chair

ATTEST:

Loni Gores, MMC, Clerk of the Board

File A22.169, F32.19, Finance Office – Lane/Cook, Treasurer’s Office, Assessor’s Office

**2024 CLALLAM COUNTY AFFORDABLE AND SUPPORTIVE
HOUSING GRANT SUMMARY PAGE FUNDING REQUEST**

Project Name: 490 N 5th

Project Organization: Peninsula Behavioral Health

Application for: ☐ Permanent Supportive Housing
☒ Affordable Housing
☐ Operations and Maintenance – New Units

Requested Funds Amount: \$250,000

Matching/In-kind Funds Amount: \$400,000 (Building)

Project Contact: Wendy Sisk

Street Address: 118 E 8th Street

City: Port Angeles **State:** WA **Zip:** 98362

This agency is: (please select one of the following)

- ☒ Non-profit organization defined by Section 501(c)(3) of the Internal Revenue Code
☐ For-profit entity
☐ Public Housing Authority
☐ Tribal Government

Federal Tax ID Number: 91-0869129

CERTIFICATION by Authorized Agency Representative (Board President, CEO or another person authorized to bind the agency in a contract)

<u>Wendy Sisk</u>	<u>Chief Executive Officer</u>
Print Name	Title

- Applicant certifies that these funds will be used as described in this application unless a change has been mutually agreed upon between Contractor and Clallam County Board of County Commissioners. Substantive amendment request will also require the approval of the Clallam County Housing Solutions Committee.
- Applicant certifies that the information in this application is true and correct.
- Applicant certifies that it has no outstanding obligations to the County with respect to housing funds.

 Signature	<u>March 8, 2024</u> Date
--	------------------------------

APPLICATION TIMELINE
CLALLAM COUNTY 2024 AFFORDABLE AND SUPPORTIVE HOUSING
FUNDING

Date	Activity
10 th of every month	Applications due
3 rd week of every month	Selection Committee will review and make recommendation
1 st Friday of every month	Housing Solution Committee will review projects on Agenda for Approval
First Available	Housing and Grant Resource Director will present approved projects BOCC Work Session for Commissioners consideration

Funding Available

Note – funding levels are subject to change with allocations, **please contact Housing and Grant Resource Director for updates in available funding levels.**

2024 Allocation levels

1406 \$ 400,000

1590 \$1,100,000

Total Funding for 2024 \$1,500,000

Please send an electronic pdf application to:
Housing and Grant Resource Director at
Timothy.dalton@clallamcountywa.gov

For additional information contact
Timothy Dalton
Phone: 360.417.2478
Email: timothy.dalton@clallamcountywa.gov.

**2024 CLALLAM COUNTY
AFFORDABLE AND SUPPORTIVE PERMITTED USES
FOR HOUSING FUNDING REQUEST**

Permitted Uses of Funding under RCW 82.14.530 (1590):

A minimum of sixty percent of the moneys collected under this section must be used for the following purposes:

1. Constructing or acquiring affordable housing, which may include emergency, transitional, and supportive housing, and new units of affordable housing within an existing structure, and facilities providing housing-related services, or acquiring land for these purposes; or
2. Constructing or acquiring behavioral health-related facilities, or acquiring land for these purposes; or
3. Funding the operations and maintenance costs of new units of affordable housing and facilities where housing-related programs are provided, or newly constructed evaluation and treatment centers.

The affordable housing and facilities providing housing-related programs in (a)(i) of this subsection may only be provided to persons within any of the following population groups whose income is at or below sixty percent of the median income of the county imposing the tax:

1. Persons with behavioral health disabilities.
2. Veterans.
3. Senior citizens.
4. Persons who are homeless or at-risk of being homeless, including families with children.
5. Unaccompanied homeless youth or young adults.
6. Persons with disabilities.
7. Domestic violence survivors.

The remainder of the money collected under this section must be used for the operation, delivery, or evaluation of behavioral health treatment programs and services or housing-related services.

Permitted Uses of Funding under RCW 82.14.540(1406 Funding)

The moneys collected or bonds issued under this section may only be used for the following purposes:

1. Acquiring, rehabilitating, or constructing affordable housing, which may include new units of affordable housing within an existing structure or facilities providing supportive housing services under RCW [71.24.385](#) (Behavioral health administrative services and managed care organizations—Mental health and substance use disorder treatment programs—Development and design requirements).
2. Funding the operations and maintenance costs of new units of affordable or supportive housing; or
3. For providing rental assistance to tenants.
4. The housing and services provided pursuant to subsection (6) of this section may only be provided to persons whose income is at or below sixty percent of the median income of the county or city imposing the tax.

**2024 CLALLAM COUNTY
AFFORDABLE AND SUPPORTIVE NARRATIVE FOR GRANT PROPOSALS HOUSING
FUNDING REQUEST**

Limited Narrative to five (5) pages

Project Name: 490 N 5th

Amount requested: \$ 250,000

Funding Sources 1406

Funding ☒

1590 Funding ☒

1. Project Description

- A. Describe your project. Include what housing you will provide, and where housing will be delivered. Provide a timeline for implementation and discuss how the goals of this project will affect housing in Clallam County.

The project entails the transformation of an office space into supported transitional housing designed specifically for individuals with serious behavioral health needs. This rehabilitated home is earmarked to accommodate up to five single adults for a duration of up to two years, with a primary focus on enhancing their independent living skills. The overarching goal is to facilitate residents in securing suitable, long-term housing arrangements.

By re-purposing the office into a supportive living environment, the project aims to address the pressing issues of homelessness and inadequate housing within Clallam County. The proposed housing initiative serves as a vital intervention, offering a temporary but impactful residence to those currently experiencing homelessness or residing in substandard living conditions. The envisioned transitional housing will not only provide a secure haven but will also serve as a crucial steppingstone toward the residents' eventual attainment of sustainable, permanent housing solutions.

The timeline for implementation involves a comprehensive rehabilitation process, with a keen emphasis on creating a conducive living space. This will be executed with efficiency to ensure that the facility is ready to welcome residents within a specified timeframe.

The ultimate impact of this project on housing in Clallam County is profound. By offering supportive transitional housing, the initiative addresses immediate housing needs while strategically positioning participants for long-term success. The comprehensive approach not only alleviates the immediate challenges faced by those experiencing homelessness or inadequate housing but also empowers them with the tools and skills necessary for securing and maintaining permanent housing in the future. The project embodies a holistic solution, contributing positively to the broader goals of enhancing housing stability and fostering self-sufficiency in the community.

2. Threshold Requirement

- A. What is the target population you intend to serve, and what is that populations' unmet need or gap in housing you propose to address?

The focus of our intervention is on individuals grappling with significant behavioral health needs, typically falling at or below 30% of the Area Median Income (AMI). Priority consideration is extended to those currently experiencing homelessness or residing in inadequate housing conditions. This targeted approach aims to bridge the unmet need or gap in housing specifically for individuals facing behavioral health challenges, ensuring that those most vulnerable in our community receive the crucial support necessary for stable and improved living situations.

How many people in Clallam County need the housing you propose, and what method did you use to estimate that number?

The estimated demand for the proposed housing in Clallam County exceeds 50 individuals, a figure derived from an analysis of Peninsula Behavioral Health's housing waitlists and comprehensive reports from our outreach staff.

Currently, PBH operates 15 beds for transitional housing, consistently at full capacity with a persistent waitlist. This data-driven estimate underscores the pressing need for expanded housing opportunities in the community, demonstrating a demand that consistently surpasses the current available resources.

How many individuals within this target population will you house during the grant period?

We will house 5 residents from the target population at any one time during the grant period.

- B. Is the project ready to use the funding now, or are there actions to be taken before the project can begin?

Yes, the project is poised for immediate utilization of the funding. Presently, we are in the process of preparing our

building permit, with all requisite scale drawings finalized and the project scope distinctly identified. The necessary groundwork has been diligently laid, positioning us for a swift commencement once funding is secured.

C. If so, what are those actions?

The imminent actions for this project involve taking it to bid. In this phase, we will initiate the bidding process, allowing interested parties to submit proposals for consideration. This step is crucial in selecting a qualified contractor to execute the rehabilitation and transformation of the designated space into supported transitional housing. The bidding process will enable us to assess various proposals, evaluate cost considerations, and ultimately secure the most suitable contractor to commence the project.

D. Could the Project be split into phased if project cannot be fully funded?

☐ Yes ☒ No

E. Is this funding being used to leverage additional funding and when will those funds be applied for and/or receive notice of award?

Indeed, this funding is strategically leveraged as PBH is generously providing the building at no cost for this project. This substantial in-kind contribution enhances the overall project value and serves as a compelling factor when seeking additional funding. As we move forward, the timeline for applying for additional funds and receiving notice of award will be carefully coordinated to align with the project's progression and funding requirements.

Identify the sources for those requests and the status of the requests.

PBH is generously contributing the building in-kind for this initiative. Following the completion of the rehabilitation, our next step involves actively seeking donations to furnish the home. This collaborative approach underscores our commitment to creating a well-equipped and supportive living environment for the individuals we aim to serve.

3. Impact of Funds

A. Provide a **Budget Narrative** that is as comprehensive as possible outlining all proposed expenditures including labor and materials.

Peninsula Behavioral Health is set to transform a former office space, once a residence, into a 5-bedroom supported living house. The comprehensive budget narrative for this project is based on the estimated costs associated with the scope of work, detailed in response to the community needs assessments, underscores a commitment to fostering an inclusive and supportive living space. From accessible bathrooms to modified kitchens and expanded bedrooms, each element of the project has been carefully considered to better meet the identified needs within the community. The resulting scope of work involves the following expenditures:

Bathrooms

- Convert one bathroom to full bath with walk tub shower combo.
- Convert second bathroom to ADA accessible bathroom
- Replace commercial sink in full bath with residential vanity.
- Will need to expand ADA bathroom footprint to accommodate – includes drywall etc
- Ensure appropriate venting, install new vents if needed

Kitchen

- Remove reception area walls to open up to living room area
- Contractor grade cabinets
- Contractor grade appliances
 - Stove, vent hood, dishwasher, fridge
 - Vent stove to outside
 - 34"+ Fridge
- Quartz counter tops for durability

Laundry

- Old kitchen becomes laundry
- Include sink if possible
- Vent dryer outside per code
- Contractor grade cabinets above washer dryer for storage
- New Washer/Dryer

Bedrooms

- Make Room 5 larger and add closet
- Add a closet to room 6
- Install missing closet doors

- Expand the bedroom doors to 36" for improved accessibility

Misc

- Replace all light fixtures with LED Residential fixtures
- Modify walls and the hall to transition to the second living space (designated as the group room on the drawing).
- Remove reception area walls, leave closet.
- Remove walls between rooms to create space for kitchen/dining.
- Install Forced Air Heat Pump or similar and remove baseboards
- New flooring throughout – durable 50 year LVP or similar. Would consider high quality, durable vinyl in bathrooms/kitchen.
- Disposal of all
- Paint interior – all

Exterior

- Replace exterior doors with aesthetically pleasing residential doors; expand doors to 36" for ADA accessibility.
- Replace windows in rear of house to remove cross hatched glass and install opening windows for egress.
- Add window to bedroom 5 for egress
- Install new key code locks for the two exterior doors.

The project, estimated to cost between \$200,000 and \$225,000 with a \$25,000 contingency, will be bid as a whole. Labor will be based on Residential Prevailing Wage. Specific allowances included in the bid are as follows:

Bid Allowances:

- | | | |
|----|---|----------|
| 1. | (2) new entrance doors with hardware and key-pad lock systems ----- | \$10,000 |
| 2. | Kitchen appliances ----- | 12,000 |
| 3. | LED light fixtures and lamps ----- | 6,000 |
| 4. | Plumbing fixtures ----- | 10,000 |

Other concrete costs include:

- Architect – Create ¼" scale drawings, assist in bid process
- Energy Calculations
- Building permit

B. Does the project's budget incorporate all relevant Prevailing Wage requirements?

☒ Yes ☐ No

Discuss how the applicability of state or federal prevailing wage rates were determined be explicit about what assumptions were made when determining wage rates.

The determination of wage rates for this project was meticulously guided by the prevailing wage rules established by Washington State for residential projects. Explicit details regarding the application of the Washington State Residential Prevailing Wage rules are thoroughly outlined in our comprehensive bid packet. Our adherence to these regulations ensures transparency and fairness in compensating labor, and any assumptions made align precisely with the stipulations outlined in the bid packet.

C. If the Washington State Department of Labor & Industries provided a determination of wage rates for this project, *include documentation of the determination as an attachment.*

D. Describe the process used to solicit bids and select construction contractors (general and subcontractors), consultants, and other professional services to secure competitive fees. *Be sure that this process complies with the bidding and selection requirements of the project's proposed funding sources.*

The meticulous process of soliciting bids and selecting construction contractors, as well as consultants and other professional services, has been systematically orchestrated by PBH in collaboration with our architect. A comprehensive bid packet, expertly crafted to outline project specifications and deadlines, has been developed. Bids will be actively solicited for the entire project, emphasizing transparency and fair competition.

A diligent review committee, comprising qualified individuals, will rigorously assess the received bids to determine the General Contractor (GC). Notably, special consideration will be afforded to bids submitted by local contractors utilizing local subcontractors, aligning with our commitment to community engagement and support. This structured approach ensures compliance with the stringent bidding and selection requirements stipulated by the project's proposed funding sources, fostering a competitive environment while prioritizing the involvement of local entities in the construction process.

4. Organizational Capacity

A. Provide a brief description of your internal governance and leadership structure.

Peninsula Behavioral Health operates under the guidance of a dedicated and volunteer-driven Board of Directors, responsible for shaping the organization's strategic direction. At the core of our corporate leadership is a dynamic

executive team comprising six key members:

- Chief Executive Officer (CEO): Spearheading the organization's vision and overarching goals.
- Chief Financial Officer (CFO): Steering financial strategies and ensuring fiscal responsibility.
- Chief Operations Officer: Overseeing and optimizing the day-to-day operational functions.
- Chief Medical Officer: Providing leadership in medical matters and ensuring high-quality care.
- Director of Human Resources: Focusing on the well-being and development of our valuable staff.
- Director of Quality and Compliance: Ensuring adherence to regulatory standards and maintaining high-quality services.

This robust governance and leadership structure reflects our commitment to effective decision-making, sound financial management, and the delivery of exceptional behavioral health services to our community.

B. Provide a description of your basic managerial and fiscal structure including housing management, accounting, and internal controls. Summarize the results of your Agency's (or your unit of financial independence) most recent audit and/or administrative inspection.

Within Peninsula Behavioral Health, the Chief Financial Officer (CFO) operates under the direct supervision of the Chief Executive Officer (CEO). In turn, the CEO reports to the esteemed Board of Directors. Establishing a seamless flow of financial communication, the CFO collaborates closely with the Board's Treasurer, ensuring that the Board is equipped with precise and timely fiscal information.

The Finance Committee, a crucial component of the organizational structure, convenes quarterly to delve into financial matters. This committee, comprised of adept financial minds, subsequently presents comprehensive reports to the entire Board of Directors. This intricate framework ensures a robust and transparent financial governance structure, reinforcing Peninsula Behavioral Health's commitment to accuracy, accountability, and strategic fiscal decision-making.

Peninsula Behavioral Health maintains robust financial controls to ensure the implementation of secure fiscal practices and strict adherence to established accounting standards. Our internal controls encompass a comprehensive set of measures, including but not limited to:

- **Mail Processing:** All incoming mail undergoes a meticulous process of being opened and date-stamped, ensuring the organization's awareness and timely handling of important financial documentation.
- **Cash Management:** Any cash amounts exceeding \$2,000 are diligently deposited into designated bank accounts, promoting the safe and efficient handling of funds.
- **Client Account Oversight:** A monthly aging process is systematically applied to all client accounts, fostering regular and thorough examination to maintain financial accuracy.
- **Payment Procedures:** Payments are meticulously processed through various channels such as check, ACH, or wire transfer only after receiving approval from the responsible party, reinforcing a stringent approval protocol.
- **Board Approval for High-Value Transactions:** Transactions involving checks, transfers, or other financial instruments exceeding \$100,000 necessitate formal approval from the Board, ensuring heightened scrutiny for large-scale financial decisions.
- **Budget Adherence:** Expenses beyond the parameters of the annual budget require explicit approval from either the Chief Financial Officer (CFO) or the Chief Executive Officer (CEO), emphasizing a disciplined approach to financial planning.
- **Dual Control for Transfers:** Initiating and releasing funds through ACH, wire, and cash transfers are subjected to a dual-control mechanism, fortifying the security of financial transactions by requiring multiple authorizations.

These carefully implemented financial controls underscore Peninsula Behavioral Health's commitment to maintaining the highest standards of fiscal integrity, safeguarding the organization's resources, and promoting responsible financial stewardship.

Peninsula Behavioral Health's housing operations are overseen by a dedicated Housing Manager, who directly reports to the Chief Financial Officer (CFO). This reporting structure is intentionally designed to establish a clear demarcation between clinical and housing responsibilities. The Housing Manager assumes a multifaceted role, which includes maintaining a comprehensive housing waitlist, conducting applicant screenings, and making informed placement decisions.

In addition to these pivotal responsibilities, the Housing Manager takes charge of coordinating rent-related matters and provides vigilant oversight of our onsite after-hours property attendant. This strategic coordination ensures a seamless integration of housing services within the organizational framework.

Peninsula Behavioral Health undergoes a rigorous annual audit conducted by the esteemed independent auditing firm, Moss Adams. In the most recent audit, PBH achieved an exemplary outcome, receiving a clean audit devoid of any findings or recommendations. This attests to the organization's steadfast commitment to financial transparency, accountability, and adherence to best practices.

The audited financials for the fiscal year 2023 underscore PBH's financial health and responsible management. Key highlights from the audit include:

- **Total Revenue:** A substantial \$16,306,340, indicative of the organization's robust financial performance and revenue generation.
- **Excess Revenue over Expense:** Demonstrating financial prudence, PBH achieved \$520,964 in excess revenue

over expenses, reflecting sound fiscal management.

- **Total Net Assets:** PBH's total net assets amounted to a commendable \$13,820,610, once again underscoring the organization's solid financial foundation.

These financial metrics not only showcase PBH's fiscal strength but also affirm its dedication to delivering effective and sustainable behavioral health services. The clean audit result and the notable financial achievements further exemplify PBH's commitment to excellence and responsible stewardship of resources.

C. Include description of any disallowed costs, questioned costs and administrative findings.

Explain your plan or response to any findings.

There were no disallowed costs, questioned costs or administrative findings in our most recent audit.

Applicants must submit one **copy of their most recent audit report**, including any "Management Letter" and/or all other correspondence referred to in the audit report, along with the applicant's response to the audit and corrective action plan, if any. If an applicant has not been audited within the last two (2) years, a certified "Current Financial Statement" must be submitted in lieu of an audit report.

D. Provide evidence and examples of similar projects implemented and managed which demonstrates the ability of the organization to successfully implement and manage publicly funded projects in a timely manner, within budget, and consistent with funding requirements.

For over two decades, Peninsula Behavioral Health (PBH) has been at the forefront of operating supported transitional living houses, fostering a legacy of commitment to community well-being. Currently, PBH manages three such homes in Port Angeles, exemplifying a sustained dedication to providing essential transitional living services.

PBH's impactful contributions extend beyond housing, as evidenced by notable construction projects in recent years. In 2014, the organization successfully completed the renovation of a segment of the historic St. Vincent de Paul building, transforming it into a 6-bed crisis stabilization program. This transformative endeavor was made possible through a judicious blend of local and state funding, symbolizing PBH's strategic financial acumen.

In 2017, PBH continued its mission by renovating the remaining portion of the St. Vincent de Paul building into the Youth Services Center. Despite encountering delays in permitting, the project was completed within budget, showcasing PBH's resilience and commitment to realizing critical community-focused initiatives.

The years 2022 and 2023 marked another significant milestone for PBH with the ambitious renovation of the All View Motel into 26 new affordable housing units. This multifaceted project, funded by a combination of local and state resources, faced substantial challenges, including water damage, cost overruns, and unforeseen issues arising from the water damage. PBH's proactive response, securing additional funding from Commerce to address cost overruns, exemplifies the organization's adept management and determination to surmount obstacles.

Despite setbacks, including price fluctuations in basic building materials and instances of theft, PBH successfully navigated these challenges, completing the All View Motel renovation in under a year. This accomplishment highlights PBH's ability to adapt, overcome hurdles, and, most importantly, deliver on its commitment to providing crucial community services.

E. Provide a complete list of staff positions for the project, including the project manager and other key personnel, showing the role of each and their level of effort and qualifications.

The project team for the Affordable Housing facility comprises the following key personnel:

1. **Wendy Sisk, CEO – Project Manager:** As the CEO, Wendy Sisk will assume the role of Project Manager, providing overall leadership and strategic direction for the project. With extensive experience in organizational management, Wendy will ensure the successful execution of the project.
2. **Adam Smith, Facilities Supervisor – Construction Oversight:** Adam Smith, in his capacity as Facilities Supervisor, will be responsible for overseeing the construction phase of the project. With a background in facilities management, Adam will ensure that construction activities align with project specifications and industry standards.
3. **Dawn Brown, CFO – Budget and Financial Oversight:** Dawn Brown, as the Chief Financial Officer, will play a crucial role in budget management and financial oversight for the project. Leveraging her financial expertise, Dawn will ensure fiscal responsibility and adherence to budgetary guidelines.
4. **Andrew Reiners, Housing Manager:** Andrew Reiners will assume the role of Housing Manager, focusing on the operational aspects of the supported housing units. Andrew's experience in housing management will contribute to the effective functioning of the Supported Housing facility.

Each member of the project team brings a unique set of qualifications and expertise, collectively contributing to the success of the project. The roles and responsibilities are carefully aligned to their respective skills, ensuring a well-rounded and capable team to oversee the development of the Supported Housing facility.

F. If this is a collaborative project, identify the other partners involved, their role, and your role. If you are partnering with another agency/agencies, *attach their letter of commitment*.

This is not a collaborative project, and such will not involve other partners or agencies.

Selection Criteria

We will rank all, responses according to the criteria and weights described below:

Evaluation	Max Points
A. Approach – Completeness of Proposal and Readiness	5
B. Impact	10
C. Budget – Feasible Financial Plan	5
TOTAL	20

Submission Requirements

All proposals must include the following elements. We reserve the right to disqualify any incomplete proposals.

A. Approach – Completeness of Proposal and Readiness (5 Points)

Your application should describe how you will approach this assignment and complete the purpose of the proposal.

The proposal will be evaluated based on the clarity of proposal, completeness of the submission including required certifications and documentation and readiness to begin the Program or Project if funding is awarded.

The proposal should describe:

- The timeline for the project and immediacy of the need for the funds.
- The components still require to be secured before the project is shovel ready.
- The plan for any unfunded components.
- If funds are awarded, the construction start date.
- Whether the Project could be scaled (include the per unit cost of the Project).

B. Impact (10 Points)

- Is this project in the Housing Solutions Committee's current Project Pipeline?

☒ Yes ☐ No

☐

If not, how does it contribute to positive movement in County's Housing Continuum.

N/A

- What other funds, donors, or community support are involved with the project?

In addition to PBH contributing the building in-kind, we are actively committed to securing community support through the solicitation of donations for furnishing the project. This collaborative effort underscores our commitment to leveraging various funding sources and engaging the community in ensuring the success and sustainability of the project.

Will these funds be used to leverage other funds? ☐ Yes ☒ No

Identify other sources of funds that would be leveraged.

N/A

- How many new units will be brought online 5 rooms
- How many existing units will be Preserved. 0
- How many individuals will be served by these funds 5 at any one time

Will these funds serve any special populations such as seniors or domestic violence survivors?

☐ Yes ☒ No

C. Budget - A Feasible Financial Plan (5 Points)

Please provide the following if applicable:

- Program or Project Budget which includes a complete breakdown of all funding. sources already received or committed for this project.
- Current operating budget for the organization requesting funding.
- Operating Pro Forma for ten years.

Operating Pro Forma Details	
Project Name:	
<i>Operating Expense Estimates</i>	
<i>Operating Expenses- Yearly Estimates</i>	
Management - On-site	
Management - Off-site	
Accounting	
Legal Services	
Insurance	
Real Estate Taxes	
Marketing	
Security	
Maintenance and janitorial	
Decorating/Turnover	
Contract Repairs	
Landscaping	
Pest Control	
Fire Safety	
Elevator	
Water & Sewer	
Garbage Removal	
Electric	
Oil/Gas/Other	
Telephone	
Other (Identify and include cost estimate for each)	
<i>Reserves-</i>	
Replacement Reserve	
Operating Reserve	

SCALE: 1/4" = 1'-0"



BUILDING AREAS	EXISTING	1,952 SF
	EXTENDING MECHANICAL	27 SF
	TOTAL	1,979 SF
	COVERED PORCH	48 SF

SCOPE OF WORK

- [illegible]

BUILDING RENOVATION FOR
PENINSULA BEHAVIORAL HEALTH
SEQUIM, WA

DATE: 2-7-24
REVISED:
PROJ. No: 24004

REMODEL
A-3

490 N 5th Ave

Budget Date: March 7, 2024

<i>Construction</i>	<i>% Total Project Cost</i>	<i>Total Project Cost</i>
Architect	0%	\$ 1,200
Building Permit	1%	\$ 2,000
Doors/hardware/keypad locks	4%	\$ 10,000
Appliances	5%	\$ 12,000
LED Fixtures	2%	\$ 6,000
Plumbing Fixtures	4%	\$ 10,000
GC Labor and Building Supplies	74%	\$ 183,800
Construction Contingency	10%	\$ 25,000
Total Project Cost	100%	\$ 250,000



14
APR 08 2024

AGENDA ITEM SUMMARY

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

Department: BOCC

WORK SESSION ☒ Meeting Date: 04/08/2024

REGULAR AGENDA ☒ Meeting Date: 04/16/2024

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

Item summary:

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

Documents exempt from public disclosure attached: ☐

Executive summary: Peninsula Behavioral Health (PBH) submitted an application on March 8, 2024 requesting Affordable Sales and Use Tax 1406/1590 funding in the amount of \$1,250,000 in 2024 and \$750,000 in 2025 to assist with the development of a 36-unit Multi-Family Permanent Supported Housing facility strategically situated on 2nd and Oak Street in Port Angeles, WA. As the predominant behavioral health provider in rural Clallam County, our mission is to extend housing and comprehensive support to individuals grappling with serious behavioral health needs.

The Housing Solutions Committee met April 5, 2024, reviewed the application and is recommending approval of the application as outlined below.

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

Recommended action: The Housing Solutions Committee has reviewed the application and is recommending approval of with the expenditure/commitment of \$2 million to be distributed as follows:

1. FY 2024 expenditure \$1,250,000
 - a. \$1.1 million – 1590 Funding
 - b. \$150K – 1406 funding
2. FY 2025 commitment \$750K - 1590 with a review with the Housing Solutions Committee and BOCC in January of 2025 to ensure project is on track.

County Official signature & print name: _____

A handwritten signature in blue ink, appearing to read "Timothy Dalton", written over a horizontal line.

Names of Relevant Departments/Employees/Stakeholders attending meeting:

Timothy Dalton, Housing and Grant Resource Director/Wendy Sisk, Exec. Dir Peninsula Behavioral Health

Date submitted: 04/03/2024

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



RESOLUTION _____, 2024

AUTHORIZING EXPENDITURE FROM THE AFFORDABLE HOUSING SALES AND USE TAX
FUND FOR THE APPROVED 2024 AFFORDABLE HOUSING TAX FUNDING
APPLICATIONS

THE BOARD OF CLALLAM COUNTY COMMISSIONERS finds as follows:

1. The County collects Affordable Housing Sales and Use Tax 1406/1590 Tax pursuant to RCW 82.14.540 (1406) and RCW 82.14.530 (1590).
2. Resolution No. 32-2022 assigns responsibility to the Clallam County Housing Solutions Committee to provide guidance and support for the administration of the Clallam County Affordable Housing Sales and Use Tax 1406/1590 Grant fund and make recommendations to the Board of Clallam County Commissioners.
3. The Clallam County Housing Solution Committee received an application March 8, 2024 from Peninsula Behavioral Health for a 36-unit Multi-Family Permanent Supported Housing facility project located at 2nd and Oak St. in Port Angeles, WA.
4. The Housing Solutions Committee met on April 5, 2024, to review applications and made a recommendation to the Board of Commissioners for approval.

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

1. Concurs in the recommendation of the Clallam County Housing Solutions Committee.
2. Authorizes an expenditure from the Affordable Housing Sales Tax (1406/1590) Fund to be allocated as follows:
 1. Expenditure FY 2024 amount \$1,250,000
 - a. \$ 1,100,000 – 1590 Funding
 - b. \$ 150,000 – 1406 funding
 2. Commitment FY 2025
 - a. \$ 750,000 – 1590 funding with a review with the Housing Solutions Committee and BOCC in January of 2025 to ensure development is on track.

PASSED AND ADOPTED this 16th day of April 2024

BOARD OF CLALLAM COUNTY COMMISSIONERS

Mark Ozias,

Randy Johnson

ATTEST:

Loni Gores, MMC, Clerk of the Board

Mike French, Chair

File A22.169, F32.19, Finance Office – Lane/Cook, Treasurer's Office, Assessor's Office

**2024 CLALLAM COUNTY AFFORDABLE AND SUPPORTIVE
HOUSING GRANT SUMMARY PAGE FUNDING REQUEST**

Project Name: 2nd & Oak

Project Organization: Peninsula Behavioral Health

Application for: ☒ Permanent Supportive Housing
☐ Affordable Housing
☐ Operations and Maintenance – New Units

Requested Funds Amount: \$1,250,000 + \$750k in 2025

Matching/In-kind Funds Amount: \$791,000 and seeking \$8M State & Federal funding

Project Contact: Wendy Sisk

Street Address: 118 E 8th Street

City: Port Angeles

State: WA

Zip: 98362

This agency is: (please select one of the following)

- ☒ Non-profit organization defined by Section 501(c)(3) of the Internal Revenue Code
☐ For-profit entity
☐ Public Housing Authority
☐ Tribal Government

Federal Tax ID Number: 91-0869129

CERTIFICATION by Authorized Agency Representative (Board President, CEO or another person authorized to bind the agency in a contract)

Wendy Sisk

CEO

Print Name

Title

- Applicant certifies that these funds will be used as described in this application unless a change has been mutually agreed upon between Contractor and Clallam County Board of County Commissioners. Substantive amendment request will also require the approval of the Clallam County Housing Solutions Committee.
- Applicant certifies that the information in this application is true and correct.
- Applicant certifies that it has no outstanding obligations to the County with respect to housing funds.

Wendy Sisk

Signature

3/7/2024

Date

APPLICATION TIMELINE
CLALLAM COUNTY 2024 AFFORDABLE AND SUPPORTIVE HOUSING
FUNDING

Date	Activity
10 th of every month	Applications due
3 rd week of every month	Selection Committee will review and make recommendation
1 st Friday of every month	Housing Solution Committee will review projects on Agenda for Approval
First Available	Housing and Grant Resource Director will present approved projects BOCC Work Session for Commissioners consideration

Funding Available

Note – funding levels are subject to change with allocations, **please contact Housing and Grant Resource Director for updates in available funding levels.**

2024 Allocation levels

1406 \$ 400,000

1590 \$1,100,000

Total Funding for 2024 \$1,500,000

Please send an electronic pdf application to:
Housing and Grant Resource Director at
Timothy.dalton@clallamcountywa.gov

For additional information contact
Timothy Dalton
Phone: 360.417.2478
Email: timothy.dalton@clallamcountywa.gov.

**2024 CLALLAM COUNTY
AFFORDABLE AND SUPPORTIVE PERMITTED USES
FOR HOUSING FUNDING REQUEST**

Permitted Uses of Funding under RCW 82.14.530 (1590):

A minimum of sixty percent of the moneys collected under this section must be used for the following purposes:

1. Constructing or acquiring affordable housing, which may include emergency, transitional, and supportive housing, and new units of affordable housing within an existing structure, and facilities providing housing-related services, or acquiring land for these purposes; or
2. Constructing or acquiring behavioral health-related facilities, or acquiring land for these purposes; or
3. Funding the operations and maintenance costs of new units of affordable housing and facilities where housing-related programs are provided, or newly constructed evaluation and treatment centers.

The affordable housing and facilities providing housing-related programs in (a)(i) of this subsection may only be provided to persons within any of the following population groups whose income is at or below sixty percent of the median income of the county imposing the tax:

1. Persons with behavioral health disabilities.
2. Veterans.
3. Senior citizens.
4. Persons who are homeless or at-risk of being homeless, including families with children.
5. Unaccompanied homeless youth or young adults.
6. Persons with disabilities.
7. Domestic violence survivors.

The remainder of the money collected under this section must be used for the operation, delivery, or evaluation of behavioral health treatment programs and services or housing-related services.

Permitted Uses of Funding under RCW 82.14.540(1406 Funding)

The moneys collected or bonds issued under this section may only be used for the following purposes:

1. Acquiring, rehabilitating, or constructing affordable housing, which may include new units of affordable housing within an existing structure or facilities providing supportive housing services under RCW 71.24.385 (Behavioral health administrative services and managed care organizations—Mental health and substance use disorder treatment programs—Development and design requirements).
2. Funding the operations and maintenance costs of new units of affordable or supportive housing; or
3. For providing rental assistance to tenants.
4. The housing and services provided pursuant to subsection (6) of this section may only be provided to persons whose income is at or below sixty percent of the median income of the county or city imposing the tax.

**2024 CLALLAM COUNTY
AFFORDABLE AND SUPPORTIVE NARRATIVE FOR GRANT PROPOSALS
HOUSING FUNDING REQUEST
Limited Narrative to five (5) pages**

Project Name: 2nd & Oak

Amount requested: \$ 1,250,000

Funding Sources

1406 Funding ☒

1590 Funding ☒

1. Project Description

- A. Describe your project. Include what housing you will provide, and where housing will be delivered. Provide a timeline for implementation and discuss how the goals of this project will affect housing in Clallam County.

The project involves the removal of existing structures at 136 and 138 W 2nd to facilitate the construction of a 36-unit Permanent Supported Housing facility. This initiative is designed to address the housing challenges faced by individuals currently unsheltered or residing in inadequate conditions, particularly those with serious behavioral health disorders. The majority of units will be designated for individuals below 50% Area Median Income (AMI), with a strong emphasis on those at or below 30% AMI.

The housing will be delivered at the project site, replacing the current structures with a purpose-built facility catering to the unique needs of individuals with behavioral health disorders. Peninsula Behavioral Health (PBH) is currently in the design phase, with expectations to complete the project's foundation by the end of 2024. Occupancy is anticipated by the end of 2025.

The goals of this project are instrumental in positively impacting housing dynamics in Clallam County. By providing stable and supportive housing for high-need individuals, we aim to reduce their interactions with emergency services and law enforcement.

2. Threshold Requirement

- A. What is the target population you intend to serve, and what is that populations' unmet need or gap in housing you propose to address?

The target population for this project encompasses individuals with significant behavioral health needs, with a primary focus on those who are currently unsheltered or residing in substandard housing conditions. The proposed initiative seeks to address a critical gap in housing options for this demographic in our community. Presently, there is a shortage of permanent supported housing, intensifying the unmet need for safe and stable housing tailored to the challenges faced by individuals with behavioral health needs.

How many people in Clallam County need the housing you propose, and what method did you use to estimate that number?

Our waitlist of 120 applicants for permanent supported housing provides a tangible snapshot of the pressing demand within Clallam County. We recognize this figure likely represents only a fraction of the actual number of individuals who meet the eligibility criteria for such housing assistance.

The extensive waitlist highlights the depth of the unmet need for stable and supportive. The demand for permanent supported housing far exceeds the current capacity, underscoring the of our proposed project. To estimate the broader need, we consider various factors, including outreach efforts, community engagement, and input from local service providers and agencies.

Factors contributing to the high demand include the scarcity of affordable and supportive housing options, coupled with the complex challenges faced by individuals with significant behavioral health needs. The prevalence of homelessness, coupled with economic uncertainties and the enduring impacts of the COVID-19 pandemic, amplifies the urgency of our initiative.

Our method of estimating the need for housing involves continuous collaboration with community stakeholders, analysis of existing waitlists, and ongoing assessments of the local housing landscape. This multifaceted approach ensures that our project is responsive to the evolving needs of the community and aligns with our commitment to providing comprehensive support to those facing housing instability and behavioral health challenges in Clallam County.

How many individuals within this target population will you house during the grant period?

During the grant period, our goal is to provide stable and supportive housing for 50 or more individuals within the target population in the first year alone. This commitment reflects our dedication to making an immediate impact on the lives of those facing housing instability and significant behavioral health challenges.

Furthermore, it's crucial to emphasize that our commitment extends far beyond the grant period. We envision operating this program for a minimum of 40 years, ensuring long-term and sustained support for the individuals housed. By establishing a program with such longevity, we aim to address not only the immediate housing crisis but also contribute to the long-term stability and resilience of those we serve.

- B. Is the project ready to use the funding now, or are there actions to be taken before the project can begin?

This project is ready to utilize the funding immediately. Our immediate plans include initiating the demolition of existing structures. Simultaneously, we are working to submit applications for the required building permits, ensuring a streamlined and efficient start to the project. Our team has diligently undertaken preliminary steps, including environmental and zoning reviews, to lay the groundwork for the subsequent phases. We aim to expedite the project's timeline and ensure that the funding is utilized efficiently.

- C. If so, what are those actions?

We are currently focused on building design. Our team is actively engaged in this crucial phase, ensuring that the architectural plans align with the project's goals and meet the unique needs of the target population. Simultaneously, we are proactively planning to meet with the City of Port Angeles later this month to delve into further planning details, addressing any additional requirements and ensuring alignment with local regulations. This proactive engagement with relevant authorities underscores our commitment to transparency, compliance, and efficient project progression. Through these coordination efforts, we aim to pave the way for a smooth transition into the demolition phase.

- D. Could the Project be split into phased if project cannot be fully funded?

☒ Yes ☐ No

- E. Is this funding being used to leverage additional funding and when will those funds be applied for and/or receive notice of award?

Yes. We are actively preparing to apply for a Federal Appropriation in March 2024. In September 2024, we will apply for the Housing Trust Fund (HTF). We have applied with First Fed Foundation and Americas Foundation.

Identify the sources for those requests and the status of the requests.

We are making diverse funding requests including:

First Fed Foundation and Americas Foundation: We have submitted applications to both foundations and are eagerly awaiting notifications, with an expected notification date of 4/1.

Private Donation: A generous donor committed \$750,000.

Commerce HTF AHAH Grant: We will apply for \$5,000,000 in September 2024.

Capital Campaign: We will launch a comprehensive capital campaign this summer.

Federal Appropriation – Application due 3/18 for a federal appropriation for additional funds.

3. Impact of Funds

- A. Provide a **Budget Narrative** that is as comprehensive as possible outlining all proposed expenditures including labor and materials.

PBH is actively progressing in the transformation of two lots on 2nd and Oak Streets into a Permanent Supported Housing facility. In collaboration with SMR Architects, we have initiated the design phase for a 36-unit facility tailored to address the specific needs of individuals with serious behavioral health challenges. Building on our proven track record of successfully housing this cohort, PBH remains committed to creating supportive environments that foster well-being and stability.

PRE-DEVELOPMENT COSTS

- **Phase 1 Environmental Site Assessment**—PBH completed this Phase 1 ESA in July 2023. Phase 2 survey is not required. The survey was completed by A3 Environmental Consultants.
- **Geotechnical Survey** – The Geotechnical Survey and soil assessment assesses the land composition. The survey is underway currently with Krazan.
- **Architectural Pre-design and Project Management** –SMR Architects will provide building design and project management until completion of this project.
- **Land Survey** – The land survey will describe the boundaries of the property and include information about the powerlines and other infrastructure. NTI Surveying will complete this work this month.
- **Demolition** – Demolition of the existing structures on both lots is required for development. There is asbestos material on site that will require asbestos removal professionals. This cost is an estimate.

DEVELOPMENT COSTS

SMR Architects projects an estimated cost of \$400/sqft. This projection takes into account the necessity of meeting Evergreen Sustainable Development and new energy code. Additionally, adherence to Residential Prevailing Wage standards is integral.. We are dedication to creating a facility that not only meets the highest standards of quality but also aligns with principles of sustainability and ethical labor practices.

FUNDING

PBH anticipates the need for complex braiding of funding including:

- **Private Donation** – PBH has received a commitment for \$500,000 in June 2024 and \$250,000 in 2025.
- **Public Plaza LLLP** – PBH received a \$5,000 donation in the Fall of 2023 in anticipation of this project.
- **Enterprise** – PBH has received a commitment for a Pre-Development Grant from Enterprise for \$36,000.
- **Clallam County 1590/1406 Funding** – PBH is currently requesting this funding.
- **Behavioral Health Advisory Reserve Funding** – Up to \$2,000,000 to be requested
- **City of Port Angeles** – The City of Port Angeles will commit an estimated \$500,000+
- **Apple Health and Homes** – Will request \$5,000,000 from Department of Commerce program.
- **Federal Appropriations Request** - PBH is requesting a federal appropriation to support this project.
- **First Federal Community Foundation** – PBH has requested \$100,000.
- **Americas Foundation** – PBH applied for \$125,000. Notification by 4/1.
- **Capital Campaign** - PBH will launch a Capital Campaign this summer .
- **Other funding opportunities** - PBH continues to seek other opportunities for funding.

NOTE: If other funding sources exceed need, 1590/1406 funds will return to the County for other projects.

- B. Does the project's budget incorporate all relevant Prevailing Wage requirements?

☒ Yes ☐ No

Discuss how the applicability of state or federal prevailing wage rates were determined be explicit about what assumptions were made when determining wage rates.

The determination of prevailing wage rates for the project reflects a meticulous commitment to compliance and fairness in labor practices. In the event of successfully securing Federal funding, our project will adhere to the rigorous standards outlined by Federal Davis Bacon, ensuring that wages are in accordance with federal regulations. This commitment to compliance is essential for projects receiving federal support. In the absence of federal funding, the prevailing wage for the facility will align with 100% Residential Prevailing Wage. This approach emphasizes our dedication to fair compensation practices in accordance with state regulations. It ensures that workers involved in the construction of the Permanent Supported Housing facility receive wages that reflect the prevailing standards within the residential construction sector.

- C. If the Washington State Department of Labor & Industries provided a determination of

wage rates for this project, *include documentation of the determination as an attachment.*

- D. Describe the process used to solicit bids and select construction contractors (general and subcontractors), consultants, and other professional services to secure competitive fees. *Be sure that this process complies with the bidding and selection requirements of the project's proposed funding sources.*

The process employed to solicit bids and select construction contractors, consultants, and other professional services adheres to rigorous standards to ensure competitive fees and compliance with the project's proposed funding sources. SMR Architects will play a key role in crafting a comprehensive invitation to bid and will actively contribute to the selection of a general contractor. Our commitment to supporting the local community is reflected in our preference for local contractors, and emphasis will be placed on utilizing local subcontractors wherever possible.

Organizational Capacity

- E. Provide a brief description of your internal governance and leadership structure.

Peninsula Behavioral Health operates under the guidance of a dedicated and volunteer-driven Board of Directors, responsible for shaping the organization's strategic direction. At the core of our corporate leadership is a dynamic executive team comprising six key members:

- Chief Executive Officer (CEO): Spearheading the organization's vision and overarching goals.
- Chief Financial Officer (CFO): Steering financial strategies and ensuring fiscal responsibility.
- Chief Operations Officer: Overseeing and optimizing the day-to-day operational functions.
- Chief Medical Officer: Providing leadership in medical matters and ensuring high-quality care.
- Director of Human Resources: Focusing on the well-being and development of our valuable staff.
- Director of Quality and Compliance: Ensuring adherence to regulatory standards and maintaining high-quality services.

This robust governance and leadership structure reflects our commitment to effective decision-making, sound financial management, and the delivery of exceptional behavioral health services to our community.

- F. Provide a description of your basic managerial and fiscal structure including housing management, accounting, and internal controls. Summarize the results of your Agency's (or your unit of financial independence) most recent audit and/or administrative inspection.

Within Peninsula Behavioral Health, the Chief Financial Officer (CFO) operates under the direct supervision of the Chief Executive Officer (CEO). In turn, the CEO reports to the esteemed Board of Directors. Establishing a seamless flow of financial communication, the CFO collaborates closely with the Board's Treasurer, ensuring that the Board is equipped with precise and timely fiscal information. The Finance Committee, a crucial component of the organizational structure, convenes quarterly to delve into financial matters. This committee reports to the entire Board of Directors. This framework ensures transparent financial governance, reinforcing PBH's commitment to strong fiscal decision-making.

Peninsula Behavioral Health maintains robust financial controls to ensure the implementation of secure fiscal practices and strict adherence to established accounting standards. Our internal controls encompass a comprehensive set of measures, including but not limited to:

- **Mail Processing:** All incoming mail is opened and date-stamped, ensuring the organization's awareness and timely handling of important financial documentation.
- **Cash Management:** Any cash amounts exceeding \$2,000 are diligently deposited into designated bank accounts, promoting the safe and efficient handling of funds.
- **Client Account Oversight:** A monthly aging process is systematically applied to all client accounts, fostering regular and thorough examination to maintain financial accuracy.
- **Payment Procedures:** Payments are processed through check, ACH, or wire transfer only after receiving approval from the responsible party, reinforcing a stringent approval protocol.
- **Board Approval for High-Value Transactions:** Transactions involving checks, transfers, or other financial instruments exceeding \$100,000 necessitate formal approval from the Board.
- **Budget Adherence:** Expenses beyond the annual budget require explicit approval from either the CFO or the CEO, emphasizing a disciplined approach to financial planning.

- **Dual Control for Transfers:** Initiating and releasing funds through ACH, wire, and cash transfers are subjected to a dual-control mechanism.

Peninsula Behavioral Health's housing is overseen by a Housing Manager, who reports to the CFO. This structure is designed to separate clinical and housing roles. The Housing Manager maintains a waitlist, screens applicants, and makes placement decisions while coordinating rent-related matters.

Peninsula Behavioral Health undergoes a rigorous annual audit conducted by Moss Adams. PBH received a clean audit devoid of any findings or recommendations in 2024. This attests to the organization's steadfast commitment to financial transparency, accountability, and adherence to best practices. The audited financials for the fiscal year 2023 underscore PBH's financial health and responsible management.

Key highlights from the audit include:

- **Total Revenue:** A substantial \$16,306,340.
- **Excess Revenue over Expense:** \$520,964, reflecting sound fiscal management.
- **Total Net Assets:** \$13,820,610, once again underscoring the organization's solid financial foundation.

G. Include description of any disallowed costs, questioned costs and administrative findings. Explain your plan or response to any findings.

There were no disallowed costs, questioned costs or administrative findings in our most recent audit.

Applicants must submit one **copy of their most recent audit report**, including any "Management Letter" and/or all other correspondence referred to in the audit report, along with the applicant's response to the audit and corrective action plan, if any. If an applicant has not been audited within the last two (2) years, a certified "Current Financial Statement" must be submitted in lieu of an audit report.

H. Provide evidence and examples of similar projects implemented and managed which demonstrates the ability of the organization to successfully implement and manage publicly funded projects in a timely manner, within budget, and consistent with funding requirements.

Peninsula Behavioral Health (PBH) has operated three supported transitional living houses for decades. In 2014 and 2017 renovated St. Vincent de Paul into Crisis Stabilization and Youth Services facilities. In 2022 PBH took on the bold renovation of the All View Motel into 26 new affordable housing units. This project, funded by a combination of local and state resources, faced substantial challenges, including water damage, cost overruns, and unforeseen issues arising from the water damage. PBH successfully secured additional funding from Commerce to address cost overruns and completed the renovation in under a year.

I. Provide a complete list of staff positions for the project, including the project manager and other key personnel, showing the role of each and their level of effort and qualifications.

The project team for the Permanent Supported Housing facility comprises the following key personnel:

1. **Wendy Sisk, CEO – Project Manager:** Leadership and strategic direction for the project. 8 yrs as CEO. Developed Dawn View Court Apartments and other commerce construction projects.
2. **Dawn Brown, CFO – Budget and Financial Oversight:** Budget management and financial oversight for the project. Leveraging her financial expertise, Dawn will ensure fiscal responsibility and adherence to budgetary guidelines. 7 years as CFO
3. **Andrew Reiners, Housing Manager:** The Housing Manager will focus on the operational aspects of the supported housing units. Andrew manages all PBH Housing

J. If this is a collaborative project, identify the other partners involved, their role, and your role. If you are partnering with another agency/agencies, *attach their letter of commitment.*

PBH will operate the program independently.

Selection Criteria

We will rank all, responses according to the criteria and weights described below:

Evaluation	Max Points
A. Approach – Completeness of Proposal and Readiness	5
B. Impact	10
C. Budget – Feasible Financial Plan	5
TOTAL	20

Submission Requirements

All proposals must include the following elements. We reserve the right to disqualify any incomplete proposals.

A. Approach – Completeness of Proposal and Readiness (5 Points)

Your application should describe how you will approach this assignment and complete the purpose of the proposal.

The proposal will be evaluated based on the clarity of proposal, completeness of the submission including required certifications and documentation and readiness to begin the Program or Project if funding is awarded.

The proposal should describe:

- The timeline for the project and immediacy of the need for the funds.
- The components still require to be secured before the project is shovel ready.
- The plan for any unfunded components.
- If funds are awarded, the construction start date.
- Whether the Project could be scaled (include the per unit cost of the Project).

B. Impact (10 Points)

- Is this project in the Housing Solutions Committee's current Project Pipeline?

☒ Yes ☐ No

If not, how does it contribute to positive movement in County's Housing Continuum.

N/A

- What other funds, donors, or community support are involved with the project?

Peninsula Behavioral Health's endeavor to establish a Permanent Supported Housing facility is buoyed by a diverse and robust network of financial support. The project anticipates contributions from various sources, showcasing a collaborative commitment to address critical housing needs in Clallam County.

Notably, the initiative seeks support from both the Clallam County Affordable Housing Tax dollars and the City of Port Angeles Affordable Housing Tax dollars, emphasizing the local community's involvement in addressing housing challenges. Anticipated contributions from the M.J. Murdock Charitable Trust and Americas Foundation are expected to play pivotal roles, with earmarked amounts of \$200,000 and \$125,000, respectively.

The Housing Trust Fund holds significant potential, projecting a substantial contribution of up to \$5,000,000 to fortify the initiative. A committed private donor has pledged a generous sum of at least

\$750,000, providing additional financial strength and underlining the community's dedication to the project's success.

Projections from various entities include \$100,000 from the First Fed Foundation, \$10,000 from Kitsap Community Connections, \$75,000 from the Empire Health Foundation, and \$10,000 from the Benjamin Phillips Memorial Trust, showcasing diverse support from foundations and organizations.

Furthermore, Peninsula Behavioral Health has demonstrated its commitment by allocating \$195,000 from its reserves to supplement overall project funding. This comprehensive funding landscape underscores a collaborative, community-supported approach towards the successful realization of the Permanent Supported Housing facility, with a particular emphasis on leveraging local Affordable Housing Tax dollars to address critical housing needs and foster a more resilient and supportive community.

Will these funds be used to leverage other funds? ☒ Yes ☐ No

Identify other sources of funds that would be leveraged.

The requested funds will serve as a catalyst for leveraging additional financial support from various sources, amplifying the overall impact of the Permanent Supported Housing facility project. By strategically allocating these funds, we aim to attract contributions from diverse stakeholders, including local businesses, community members, and potential corporate sponsors. This initial investment is instrumental in unlocking further funding opportunities, such as federal grants, philanthropic foundations, and state/regional programs, to fortify the project's financial foundation.

Moreover, the requested funds will play a key role in supporting a comprehensive capital campaign, rallying community support and fostering public-private partnerships. The success of this campaign will not only generate grassroots contributions but also attract the attention of impact investors interested in aligning their investments with positive social and community outcomes.

Furthermore, by showcasing our commitment to the project through the allocation of reserves and strategic use of these requested funds, we aim to inspire confidence in potential donors and partners. The collaborative and community-supported approach will not only enhance the project's financial sustainability but also amplify its influence in addressing critical housing needs and supporting individuals with behavioral health challenges.

- How many new units will be brought online. 36
How many existing units will be Preserved. 0
- How many individuals will be served by these funds? 50
- Will these funds serve any special populations such as seniors or domestic violence survivors? ☒ Yes ☐ No

C. Budget - A Feasible Financial Plan (5 Points)

Please provide the following if applicable:

- Program or Project Budget which includes a complete breakdown of all funding sources already received or committed for this project.
- Current operating budget for the organization requesting funding.
- Operating Pro Forma for ten years.

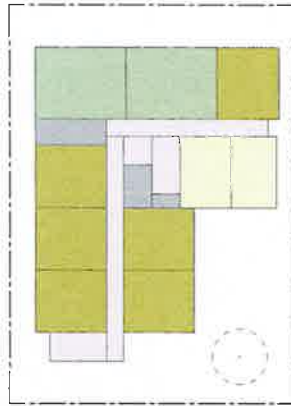
2nd & Oak Project
Budget Date: March 7, 2024

Construction		% Total Project Cost	Total Project Cost
Demolition		3%	\$ 350,000
Predevelopment		0%	\$ 35,274
New Building; 26,000	\$400/sq foot	86%	\$ 10,400,000
New Construction Contingency	10%	9%	\$ 1,040,000
Off site Infrastructure		1%	\$ 150,000
Equipment and Furnishings		1%	\$ 150,000
Other:		0%	
Total Project Cost		100%	\$ 12,125,274

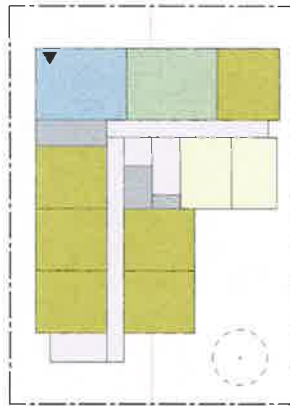
Anticipated Funding	Status	% of Requested	Amount Requested
Private Donation	confirmed	5%	\$ 750,000
Public Plaza LLLP	received	<1%	\$ 5,000
Enterprise	confirmed	<1%	\$ 36,000
County 1590/1406 Funds	requested	15%	\$ 2,000,000
County BHAB Reserve Fund		15%	\$ 2,000,000
City of Port Angeles	will request	4%	\$ 500,000
America's Foundation	requested -response 4/1	1%	\$ 125,000
First Fed Community Foundation	requested	1%	\$ 100,000
PBH Capital Campaign	anticipated	1%	\$ 125,000
Federal Appropriation Request	requested	22%	\$ 3,000,000
AHAH Funding	Apply 0924	37%	\$ 5,000,000
Total Requested/Anticipated Funding		100%	\$ 13,641,000

2nd & Oak Operating Proforma

REVENUES																	
			Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10	Year 11	Year 12	Year 13	Year 14	Year 15
Residential Income	Escalator																
Gross Tenant Paid Rental Income	3.0%		\$ 202,200.00	\$ 208,266.00	\$ 214,513.98	\$ 220,949.40	\$ 227,577.88	\$ 234,405.22	\$ 241,437.37	\$ 248,680.50	\$ 256,140.91	\$ 263,825.14	\$ 271,739.89	\$ 279,892.09	\$ 288,288.85	\$ 296,937.52	\$ 305,845.64
Gross Rental PHA/HUD/USDA Subsidy	3.0%		\$ 5,400.00	\$ 5,562.00	\$ 5,728.86	\$ 5,900.73	\$ 6,077.75	\$ 6,260.08	\$ 6,447.88	\$ 6,641.32	\$ 6,840.56	\$ 7,045.78	\$ 7,257.15	\$ 7,474.86	\$ 7,699.11	\$ 7,930.08	\$ 8,167.98
Other Sources:																	
Total Residential Income	=		\$ 207,600.00	\$ 213,828.00	\$ 220,242.84	\$ 226,850.13	\$ 233,655.63	\$ 240,665.30	\$ 247,885.26	\$ 255,322.81	\$ 262,981.47	\$ 270,871.91	\$ 278,997.04	\$ 287,367.95	\$ 295,988.96	\$ 304,968.60	\$ 314,014.62
Total Non-Residential Income			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL PROJECT INCOME	=		\$ 207,600.00	\$ 213,828.00	\$ 220,242.84	\$ 226,850.13	\$ 233,655.63	\$ 240,665.30	\$ 247,885.26	\$ 255,322.81	\$ 262,981.47	\$ 270,870.91	\$ 278,997.04	\$ 287,366.95	\$ 295,987.96	\$ 304,867.60	\$ 314,013.63
	Annual %																
Less Annual Residential Vacancy	3.0%		\$ (6,228.00)	\$ (6,414.84)	\$ (6,607.29)	\$ (6,805.50)	\$ (7,009.67)	\$ (7,219.96)	\$ (7,436.56)	\$ (7,659.65)	\$ (7,889.44)	\$ (8,126.13)	\$ (8,369.91)	\$ (8,621.01)	\$ (8,879.64)	\$ (9,146.03)	\$ (9,420.41)
EFFECTIVE GROSS INCOME (EGI)	=		\$ 201,372.00	\$ 207,413.16	\$ 213,635.55	\$ 220,044.62	\$ 226,645.96	\$ 233,445.34	\$ 240,448.70	\$ 247,662.16	\$ 255,092.02	\$ 262,744.79	\$ 270,627.13	\$ 278,745.94	\$ 287,108.32	\$ 295,721.57	\$ 304,593.22
OPERATING EXPENSES																	
Operating Expenses-	Escalator	Expenses Per Unit (Y1)	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10	Year 11	Year 12	Year 13	Year 14	Year 15
Management - On-site	3.0%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Management - Off-site	3.0%	\$ 1,923.08	\$ 50,000.00	\$ 51,500.00	\$ 53,045.00	\$ 54,636.35	\$ 56,275.44	\$ 57,963.70	\$ 59,702.61	\$ 61,493.69	\$ 63,338.50	\$ 65,238.66	\$ 67,195.82	\$ 69,211.69	\$ 71,288.04	\$ 73,426.69	\$ 75,629.49
Legal Services	3.0%	\$ 277.78	\$ 10,000.00	\$ 10,300.00	\$ 10,609.00	\$ 10,927.27	\$ 11,255.09	\$ 11,592.74	\$ 11,940.52	\$ 12,298.74	\$ 12,667.70	\$ 13,047.73	\$ 13,439.16	\$ 13,842.34	\$ 14,257.61	\$ 14,685.34	\$ 15,125.90
Insurance	3.0%	\$ 555.56	\$ 20,000.00	\$ 20,600.00	\$ 21,218.00	\$ 21,854.54	\$ 22,510.18	\$ 23,185.48	\$ 23,881.05	\$ 24,597.48	\$ 25,335.40	\$ 26,095.46	\$ 26,878.33	\$ 27,684.68	\$ 28,515.22	\$ 29,370.67	\$ 30,251.79
Maintenance and janitorial	3.0%	\$ 972.22	\$ 35,000.00	\$ 36,050.00	\$ 37,131.50	\$ 38,245.45	\$ 39,392.81	\$ 40,574.59	\$ 41,791.83	\$ 43,045.59	\$ 44,336.95	\$ 45,667.06	\$ 47,037.07	\$ 48,448.19	\$ 49,901.63	\$ 51,398.68	\$ 52,940.64
Decorating/Turnover	3.0%	\$ 277.78	\$ 10,000.00	\$ 10,300.00	\$ 10,609.00	\$ 10,927.27	\$ 11,255.09	\$ 11,592.74	\$ 11,940.52	\$ 12,298.74	\$ 12,667.70	\$ 13,047.73	\$ 13,439.16	\$ 13,842.34	\$ 14,257.61	\$ 14,685.34	\$ 15,125.90
Contract Repairs	3.0%	\$ 277.78	\$ 10,000.00	\$ 10,300.00	\$ 10,609.00	\$ 10,927.27	\$ 11,255.09	\$ 11,592.74	\$ 11,940.52	\$ 12,298.74	\$ 12,667.70	\$ 13,047.73	\$ 13,439.16	\$ 13,842.34	\$ 14,257.61	\$ 14,685.34	\$ 15,125.90
Elevator	3.0%	\$ 69.44	\$ 2,500.00	\$ 2,575.00	\$ 2,652.25	\$ 2,731.82	\$ 2,813.77	\$ 2,898.19	\$ 2,985.13	\$ 3,074.68	\$ 3,166.93	\$ 3,261.93	\$ 3,359.79	\$ 3,460.58	\$ 3,564.40	\$ 3,671.33	\$ 3,781.47
Water & Sewer	3.0%	\$ 416.67	\$ 15,000.00	\$ 15,450.00	\$ 15,913.50	\$ 16,390.91	\$ 16,882.63	\$ 17,389.11	\$ 17,910.78	\$ 18,448.11	\$ 19,001.55	\$ 19,571.60	\$ 20,158.75	\$ 20,763.51	\$ 21,386.41	\$ 22,028.01	\$ 22,688.85
Garbage Removal	3.0%	\$ 416.67	\$ 15,000.00	\$ 15,450.00	\$ 15,913.50	\$ 16,390.91	\$ 16,882.63	\$ 17,389.11	\$ 17,910.78	\$ 18,448.11	\$ 19,001.55	\$ 19,571.60	\$ 20,158.75	\$ 20,763.51	\$ 21,386.41	\$ 22,028.01	\$ 22,688.85
Electric	3.0%	\$ 555.56	\$ 20,000.00	\$ 20,600.00	\$ 21,218.00	\$ 21,854.54	\$ 22,510.18	\$ 23,185.48	\$ 23,881.05	\$ 24,597.48	\$ 25,335.40	\$ 26,095.46	\$ 26,878.33	\$ 27,684.68	\$ 28,515.22	\$ 29,370.67	\$ 30,251.79
Telephone	3.0%	\$ 13.72	\$ 494.00	\$ 508.82	\$ 524.08	\$ 539.81	\$ 556.00	\$ 572.68	\$ 589.86	\$ 607.56	\$ 625.78	\$ 644.56	\$ 663.89	\$ 683.81	\$ 704.33	\$ 725.46	\$ 747.22
Other	3.0%	\$ 138.89	\$ 5,000.00	\$ 5,150.00	\$ 5,304.50	\$ 5,463.64	\$ 5,627.54	\$ 5,796.37	\$ 5,970.26	\$ 6,149.37	\$ 6,333.85	\$ 6,523.87	\$ 6,719.58	\$ 6,921.17	\$ 7,128.80	\$ 7,342.67	\$ 7,562.95
Total Residential Operating Expenses		\$ 5,360.94	\$ 192,994.00	\$ 198,783.82	\$ 204,747.33	\$ 210,889.75	\$ 217,216.45	\$ 223,732.94	\$ 230,444.93	\$ 237,358.28	\$ 244,479.03	\$ 251,813.40	\$ 259,367.80	\$ 267,148.83	\$ 275,163.30	\$ 283,418.20	\$ 291,920.74
OTHER EXPENSES																	
Replacement Reserve	3.0%	138.89	\$ 5,000.00	\$ 5,150.00	\$ 5,304.50	\$ 5,463.64	\$ 5,627.54	\$ 5,796.37	\$ 5,970.26	\$ 6,149.37	\$ 6,333.85	\$ 6,523.87	\$ 6,719.58	\$ 6,921.17	\$ 7,128.80	\$ 7,342.67	\$ 7,562.95
Total Reserves			\$ 5,000.00	\$ 5,150.00	\$ 5,304.50	\$ 5,463.64	\$ 5,627.54	\$ 5,796.37	\$ 5,970.26	\$ 6,149.37	\$ 6,333.85	\$ 6,523.87	\$ 6,719.58	\$ 6,921.17	\$ 7,128.80	\$ 7,342.67	\$ 7,562.95
TOTAL PROJECT EXPENSES	=		\$ 197,994.00	\$ 203,933.82	\$ 210,051.83	\$ 216,353.39	\$ 222,843.99	\$ 229,529.31	\$ 236,415.19	\$ 243,507.65	\$ 250,812.88	\$ 258,337.26	\$ 266,087.38	\$ 274,070.00	\$ 282,292.10	\$ 290,760.86	\$ 299,483.69
NET OPERATING INCOME (EGI - Total Expenses)	=		\$ 3,378.00	\$ 3,479.34	\$ 3,583.72	\$ 3,691.23	\$ 3,801.97	\$ 3,916.03	\$ 4,033.51	\$ 4,154.51	\$ 4,279.15	\$ 4,407.52	\$ 4,539.75	\$ 4,675.94	\$ 4,816.22	\$ 4,960.71	\$ 5,109.53



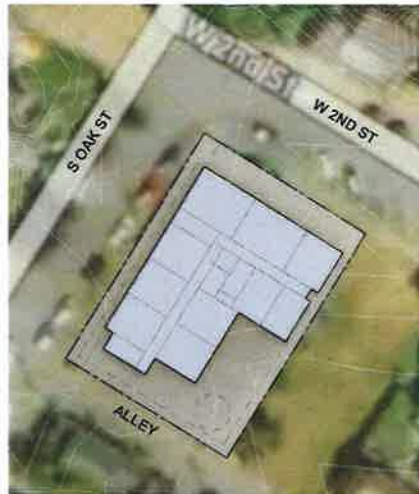
4 OPTION 1 - LEVEL 2
SCALE: 1" = 32'-0"



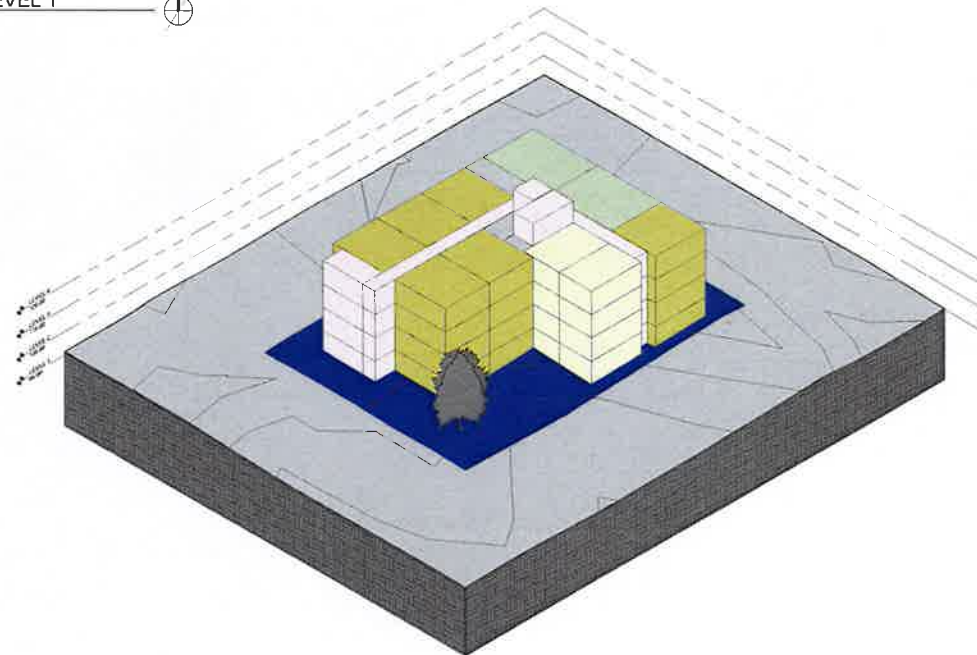
3 OPTION 1 - LEVEL 1
SCALE: 1" = 32'-0"

UNIT TYPE
 STUDIO
 1-BRM
 2-BRM
 CIRCULATION
 MEP STORAGE
 RESIDENTIAL COMMON

UNIT MIX - OPT 1						
UNIT TYPE	COUNT	UNIT MIX %	%	UNIT DEPTH	UNIT WIDTH	UNIT AREA
0BR	8	1	21%	25' - 0"	<varies>	<varies>
1BR	24	1	62%	25' - 0"	22' - 0"	550 S.F.
2BR	7	1	18%	25' - 0"	32' - 0"	800 S.F.
TOTAL	39					22300 S.F.



2 OPTION 1 - SITE PLAN
SCALE: 1" = 32'-0"



1 OPTION 1 - AXON
SCALE



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 117 S. Main St., Suite 400
 Seattle, WA 98104
 PH: 206.623.1104
 FX: 206.623.5285

PBH PORT ANGELES

138 W 2ND ST
 PORT ANGELES, WA
 98362

NOT FOR
 CONSTRUCTION

ISSUED SETS
 NO. DATE DESCRIPTION

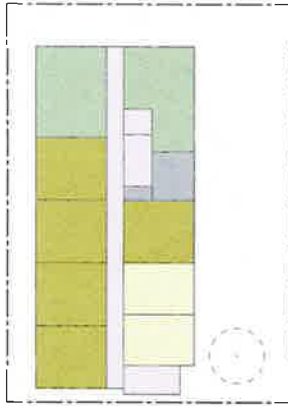
REVISIONS / NOTES
 NO. DATE DESCRIPTION

AJH STAMP

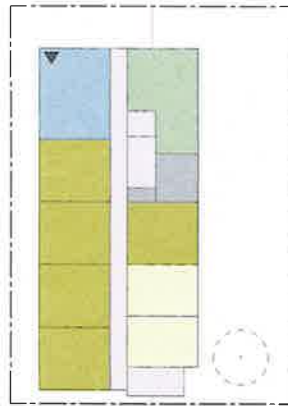
TITLE
 OPTION 1

DEMO #
 MUP #
 SDOT #
 PERMIT #
 DRAWN Author
 CHECKED Checker
 ISSUE DATE 02/2/24
 PROJECT # 23060
 SHEET #

OPT1



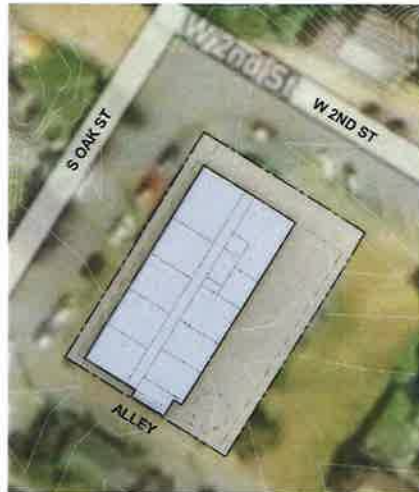
3 OPTION 2 - LEVEL 2
SCALE: 1" = 20'-0"



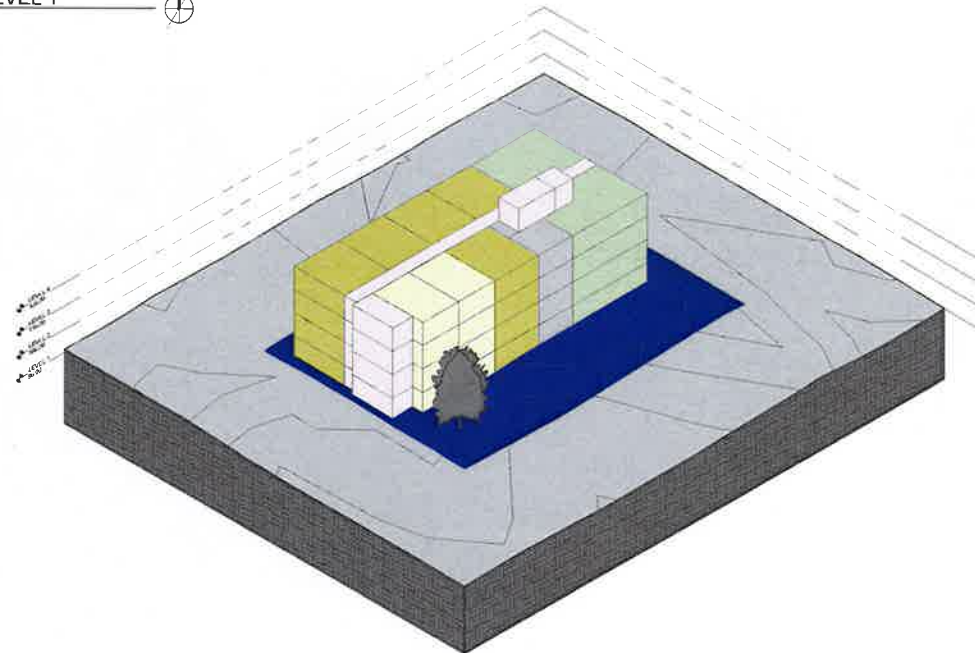
2 OPTION 2 - LEVEL 1
SCALE: 1" = 20'-0"

UNIT TYPE
STUDIO
1-BRM
2-BRM
CIRCULATION
MEP/STORAGE
RESIDENTIAL COMMON

UNIT MIX - OPT 2						
UNIT TYPE	COUNT	UNIT MIX %	%	UNIT DEPTH	UNIT WIDTH	UNIT AREA
0BR	8	1	23%	25'-0"	18'-0"	450 SF
1BR	20	1	57%	25'-0"	22'-0"	550 SF
2BR	4	1	11%	25'-0"	37'-0"	775 SF
3BR	3	1	9%	25'-0"	32'-0"	800 SF
TOTAL	35					20100 SF



5 OPTION 2 - SITE PLAN
SCALE: 1" = 20'-0"



1 OPTION 2 - AXON
SCALE



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98362

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CONSTRUCTION

ISSUED SETS
NO. DATE DESCRIPTION

REVISIONS / NOTES
NO. DATE DESCRIPTION

AHJ STAMP

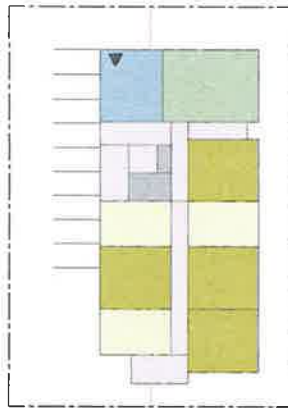
TITLE
OPTION 2

DEMO #
MUP #
SDOT #
PERMIT #
DRAWN Author
CHECKED Checker
ISSUE DATE 02/20/24
PROJECT # 23069
SHEET #

OPT2



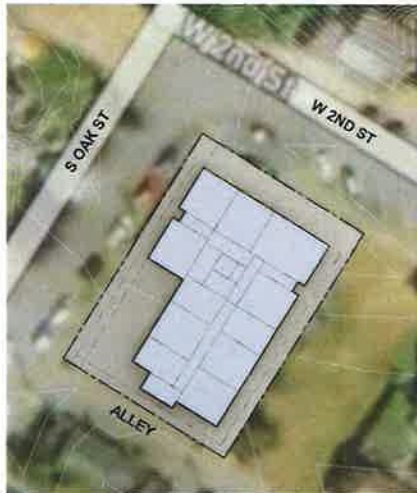
2 OPTION 3 - LEVEL 2
SCALE: 1" = 20'-0"



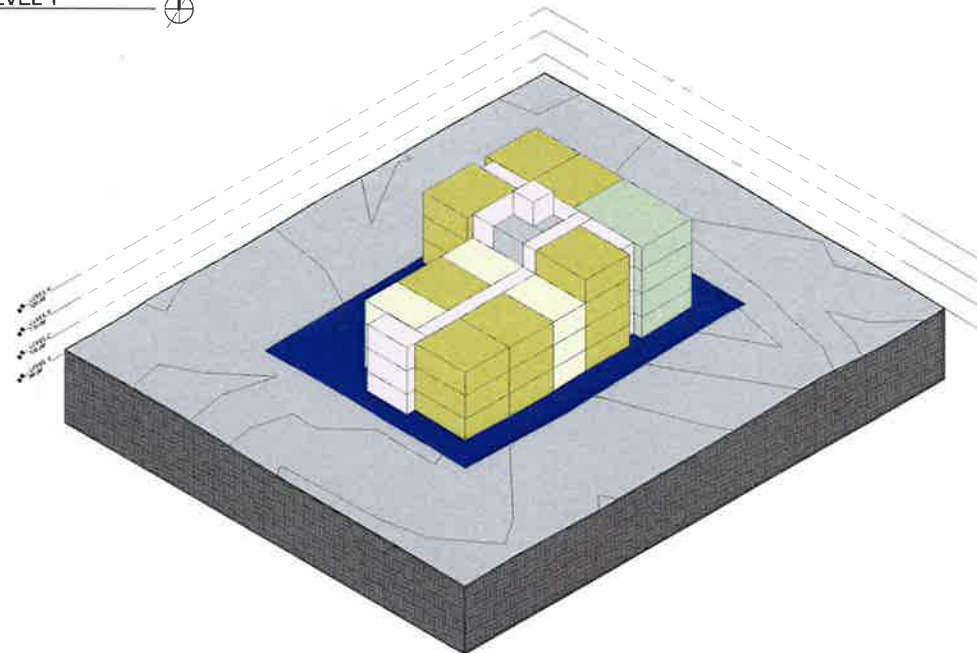
1 OPTION 3 - LEVEL 1
SCALE: 1" = 20'-0"

UNIT TYPE
STUDIO
1BR
2BR
CIRCULATION
MECH STORAGE
RESIDENTIAL COMMON

UNIT MIX - OPT 3						
UNIT TYPE	COUNT	UNIT MIX %	%	UNIT DEPTH	UNIT WIDTH	UNIT AREA
OBR	8	1	20%	25' - 0"	<varies>	<varies>
1BR	28	1	71%	25' - 0"	22' - 0"	550 SF
2BR	4	1	10%	25' - 0"	34' - 0"	850 SF
TOTAL	41					22750 SF



5 OPTION 3 - SITE PLAN
SCALE: 1" = 30'-0"



3 OPTION 3 - AXON
SCALE:



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CONSTRUCTION

ISSUED SETS
NO. DATE DESCRIPTION

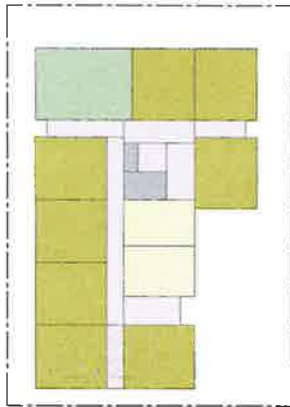
REVISIONS / NOTES
NO. DATE DESCRIPTION

ARCH STAMP

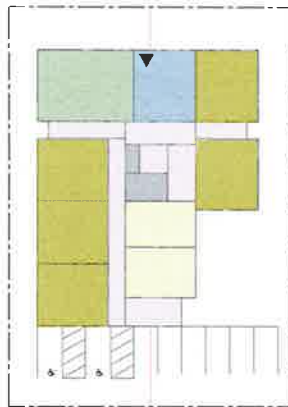
TITLE
OPTION 3

DEMO #
MUP #
SDOT #
PERMIT #
DRAWN Author
CHECKED Checker
ISSUE DATE 02/20/24
PROJECT # 23060
SHEET #

OPT3



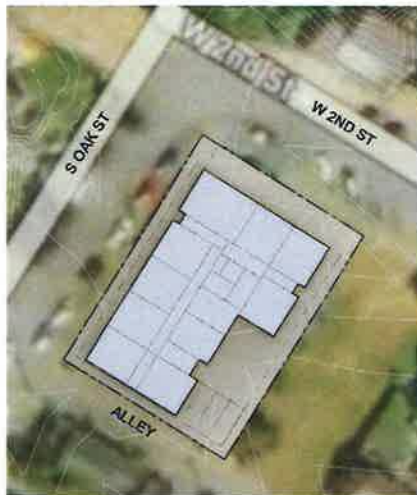
2 OPTION 4 - LEVEL 2
SCALE: 1" = 20'-0"



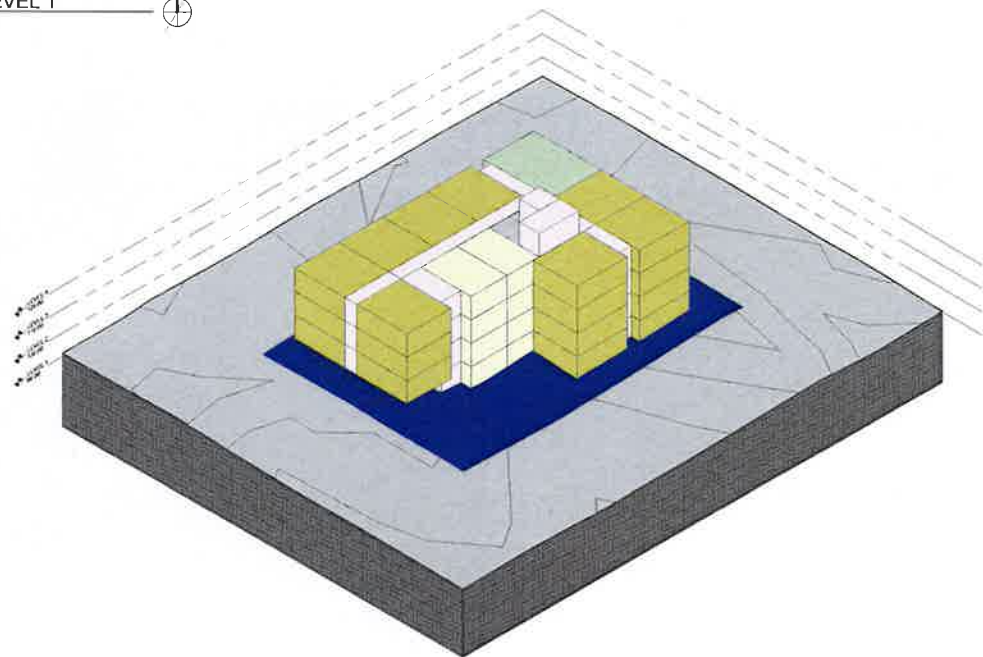
1 OPTION 4 - LEVEL 1
SCALE: 1" = 20'-0"

UNIT TYPE	
STUDIO	
1-BRM	
2-BRM	
CIRCULATION	
WIP/STORAGE	
RESIDENTIAL COMMON	

UNIT MIX - OPT 4							
UNIT TYPE	COUNT	UNIT MIX %	%	UNIT DEPTH	UNIT WIDTH	UNIT AREA	UNIT AREA TOTAL
DBR	8	1	20%	25' - 0"	<varies>	<varies>	3400 SF
1BR	20	1	71%	25' - 0"	22' - 0"	550 SF	11000 SF
2BR	4	1	10%	35' - 0"	34' - 0"	850 SF	3400 SF
TOTAL	41						22750 SF



5 OPTION 4 - SITE PLAN
SCALE: 1" = 20'-0"



3 OPTION 4 - AXON
SCALE



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99362

NOT FOR CONSTRUCTION

ISSUED SETS	NO.	DATE	DESCRIPTION
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REVISIONS / NOTES	NO.	DATE	DESCRIPTION
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AJL STAMP

TITLE
OPTION 4

DEMO #	
MUP #	
S DOT #	
PERMIT #	
DRAWN	Author
CHECKED	Checker
ISSUE DATE	03/20/24
PROJECT #	23060
SHEET #	

OPT4



15
APR 08 2024

AGENDA ITEM SUMMARY

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

Department: BOCC

WORK SESSION ☒ **Meeting Date:** 4-8-24

REGULAR AGENDA ☐ **Meeting Date:**

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

Item summary:

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

Documents exempt from public disclosure attached: ☐

Executive summary:

Clallam County Legislative Priorities:

Should Clallam County wish to submit any legislative priorities for the Association of Counties' Legislative Steering Committee process they are due for submission no later than April 19. The purpose of today's discussion is to determine whether we will advance any priorities for consideration. As a brief reminder these would be issues that relate directly to county government operations, that apply to more than one county and that cause harm to no other counties.

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?)
Determine Clallam County Legislative Priorities.

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

Name of Employee/Stakeholder attending meeting: Board of Commissioners

Date submitted: 4-1-24

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