WORK SESSION AGENDA

BOARD OF CLALLAM COUNTY COMMISSIONERS

223 East 4th Street Room 160

Port Angeles, Washington

Monday, March 21, 2022 – 8:00 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: http://www.clallam.net/features/meetings.html

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

Administration – 9 a.m.

1. Calendar/Correspondence

2. Memorandum of Understanding between Washington Municipalities regarding opioid litigation (2d)*

   Memorandum of Understanding

3. Review the Scheme of Arrangement in the matter of the Mallinckrodt Public Limited Company (3d)*

   Review

4. Contract amendment 1 with Department of Health to add supplemental funding for Group A Water Systems, Covid-19 vaccine and Maternal Child Health Services

   Contract amendment

5. Contract amendment 2 with Department of Health to add supplemental funding for the onsite septic program and Emergency Preparedness, Covid-19, and Prescription Drug Overdose Prevention

   Contract amendment

6. Discussion regarding proposed Health and Human Services positions to be funded by the Foundational Public Health Services grant

   Discussion

7. Update on Roadside Integrated Weed Management activities in 2021 and plan for 2022

   Update

2. Memorandum of Understanding between Washington Municipalities regarding opioid litigation (2d)*

Public Works

8. Notice of call for bids to be received no later than 10 a.m. Tuesday, April 19, 2022 for Dry Creek Road Reconstruction Project

   Notice of call for bids

9. Notice of call for bids to be received no later than 10 a.m. Tuesday, April 12, 2022 for 2022 Hot Mix Asphalt and CSS-1 Liquid Asphalt Requirements

   Notice of call for bids

10. Road Conveyance Agreement with Olympic Timber LLC to donate right of way for the Hoko Ozette Road

    Agreement

Community Development

11. Review the Dungeness River Management Team Roster

    Review

12. Letter of support for the Northwest Straits Marine Conservation Initiative

    Letter of support

13. Ordinance Amending Clallam County Code Title 33 Zoning (Accessory Housing)

    Ordinance

Board of Commissioners

14. Resolution appointing Lance Vail to the Marine Resources Committee

    Resolution

Budget

15. Agreement amendment 2 Clallam County Economic Development Council for American Rescue Plan Act funds (2e)*

    Agreement

16. Discussion and next steps regarding provision of American Rescue Plan Act (ARPA) funds to be used in support of United Way of Clallam County - Clallam Resilience Project

    Discussion and next steps

Department of Natural Resources - 1 p.m.

- **Quarterly income report**

  Report

General Discussion/Items for Future Agendas

a. Joint Meeting with the Makah Tribal Council (March 28 at 1 p.m.)

b. National Park update (April 11 at 10:30 a.m.)

c. Continued Work Session – Cancelled (April 11)

d. Joint Meeting with the Port of Port Angeles (April 25 at 11 a.m. at Port)

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
3/21/22
2d

Department: Prosecuting Attorney's Office

WORK SESSION ☒ **Meeting Date: 3/21/2022**

REGULAR AGENDA ☒ **Meeting Date: 3/22/2022**

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 One Washington Memorandum of Understanding between Washington Municipalities is a proposed allocation agreement to utilize in the distribution of Opioid Funds received from entities within the pharmaceutical supply chain as a result of opioid related litigation. A copy of the agreement is attached.

This MOU was discussed in Executive Session on March 8, 2022. No substantive changes to the agreement were made after the Executive Session.

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

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

Consider the attached agreement and sign the agreement if supportive of the proposed allocation structure.

County Official signature & print name: Elizabeth Stanley, DPA

Name of Employee/Stakeholder attending meeting: Elizabeth Stanley

Relevant Departments: BOCC, HHS, CCSO, Risk

Date submitted: 3/16/2022

ONE WASHINGTON MEMORANDUM OF UNDERSTANDING BETWEEN WASHINGTON MUNICIPALITIES

Whereas, the people of the State of Washington and its communities have been harmed by entities within the Pharmaceutical Supply Chain who manufacture, distribute, and dispense prescription opioids;

Whereas, certain Local Governments, through their elected representatives and counsel, are engaged in litigation seeking to hold these entities within the Pharmaceutical Supply Chain of prescription opioids accountable for the damage they have caused to the Local Governments;

Whereas, Local Governments and elected officials share a common desire to abate and alleviate the impacts of harms caused by these entities within the Pharmaceutical Supply Chain throughout the State of Washington, and strive to ensure that principals of equity and equitable service delivery are factors considered in the allocation and use of Opioid Funds; and

Whereas, certain Local Governments engaged in litigation and the other cities and counties in Washington desire to agree on a form of allocation for Opioid Funds they receive from entities within the Pharmaceutical Supply Chain.

Now therefore, the Local Governments enter into this Memorandum of Understanding ("MOU") relating to the allocation and use of the proceeds of Settlements described.

A. Definitions

As used in this MOU:

1. "Allocation Regions" are the same geographic areas as the existing nine (9) Washington State Accountable Community of Health (ACH) Regions and have the purpose described in Section C below.

2. "Approved Purpose(s)" shall mean the strategies specified and set forth in the Opioid Abatement Strategies attached as Exhibit A.

3. "Effective Date" shall mean the date on which a court of competent jurisdiction, including any bankruptcy court, enters the first Settlement by order or consent decree. The Parties anticipate that more than one Settlement will be administered according to the terms of this MOU, but that the first entered Settlement will trigger allocation of Opioid Funds in accordance with Section B herein, and the formation of the Regional Abatement Advisory Councils in Section E.

4. "Litigating Local Government(s)" shall mean Local Governments that filed suit against any Pharmaceutical Supply Chain Participant pertaining to the Opioid epidemic prior to September 1, 2020.

5. "Local Government(s)" shall mean all counties, cities, and towns within the geographic boundaries of the State of Washington.

6. "National Settlement Agreements" means the national opioid settlement agreements dated July 21, 2021 involving Johnson & Johnson, and distributors AmerisourceBergen, Cardinal Health and McKesson as well as their subsidiaries, affiliates, officers, and directors named in the National Settlement Agreements, including all amendments thereto.

7. "Opioid Funds" shall mean monetary amounts obtained through a Settlement as defined in this MOU.

8. "Opioid Abatement Council" shall have the meaning described in Section C below.

9. "Participating Local Government(s)" shall mean all counties, cities, and towns within the geographic boundaries of the State that have chosen to sign on to this MOU. The Participating Local Governments may be referred to separately in this MOU as "Participating Counties" and "Participating Cities and Towns" (or "Participating Cities or Towns," as appropriate) or "Parties."

10. "Pharmaceutical Supply Chain" shall mean the process and channels through which controlled substances are manufactured, marketed, promoted, distributed, and/or dispensed, including prescription opioids.

11. "Pharmaceutical Supply Chain Participant" shall mean any entity that engages in or has engaged in the manufacture, marketing, promotion, distribution, and/or dispensing of a prescription opioid, including any entity that has assisted in any of the above.

12. "Qualified Settlement Fund Account," or "QSF Account," shall mean an account set up as a qualified settlement fund, 468b fund, as authorized by Treasury Regulations 1.468B-1(c) (26 CFR §1.468B-1).

13. "Regional Agreements" shall mean the understanding reached by the Participating Local Counties and Cities within an Allocation Region governing the allocation, management, distribution of Opioid Funds within that Allocation Region.

14. "Settlement" shall mean the future negotiated resolution of legal or equitable claims against a Pharmaceutical Supply Chain Participant when that resolution has been jointly entered into by the Participating Local Governments. "Settlement" expressly does not include a plan of reorganization confirmed under Title 11of the United States Code, irrespective of the extent to which Participating Local Governments vote in favor of or otherwise support such plan of reorganization.

15. "Trustee" shall mean an independent trustee who shall be responsible for the ministerial task of releasing Opioid Funds that are in QSF account to Participating Local Governments as authorized herein and accounting for all payments into or out of the trust.

16. The "Washington State Accountable Communities of Health" or "ACH" shall mean the nine (9) regions described in Section C below.

B. Allocation of Settlement Proceeds for Approved Purposes

1. All Opioid Funds shall be held in a QSF and distributed by the Trustee, for the benefit of the Participating Local Governments, only in a manner consistent with this MOU. Distribution of Opioid Funds will be subject to the mechanisms for auditing and reporting set forth below to provide public accountability and transparency.

2. All Opioid Funds, regardless of allocation, shall be utilized pursuant to Approved Purposes as defined herein and set forth in Exhibit A. Compliance with this requirement shall be verified through reporting, as set out in this MOU.

3. The division of Opioid Funds shall first be allocated to Participating Counties based on the methodology utilized for the Negotiation Class in *In Re: National Prescription Opiate Litigation*, United States District Court for the Northern District of Ohio, Case No. 1:17-md-02804-DAP. The allocation model uses three equally weighted factors: (1) the amount of opioids shipped to the county; (2) the number of opioid deaths that occurred in that county; and (3) the number of people who suffer opioid use disorder in that county. The allocation percentages that result from application of this methodology are set forth in Exhibit B. In the event any county does not participate in this MOU, that county's percentage share shall be reallocated proportionally amongst the Participating Counties by applying this same methodology to only the Participating Counties.

4. Allocation and distribution of Opioid Funds within each Participating County will be based on regional agreements as described in Section C.

C. Regional Agreements

1. For the purpose of this MOU, the regional structure for decision-making related to opioid fund allocation will be based upon the nine (9) pre-defined Washington State Accountable Community of Health Regions (Allocation Regions). Reference to these pre-defined regions is solely for the purpose of

drawing geographic boundaries to facilitate regional agreements for use of Opioid Funds. The Allocation Regions are as follows:

- King County (Single County Region)
- Pierce County (Single County Region)
- Olympic Community of Health Region (Clallam, Jefferson, and Kitsap Counties)
- Cascade Pacific Action Alliance Region (Cowlitz, Grays Harbor, Lewis, Mason, Pacific, Thurston, Lewis, and Wahkiakum Counties)
- North Sound Region (Island, San Juan, Skagit, Snohomish, and Whatcom Counties)
- SouthWest Region (Clark, Klickitat, and Skamania Counties)
- Greater Columbia Region (Asotin, Benton, Columbia, Franklin, Garfield, Kittitas, Walla Walla, Whitman, and Yakima Counties)
- Spokane Region (Adams, Ferry, Lincoln, Pend Oreille, Spokane, and Stevens Counties)
- North Central Region (Chelan, Douglas, Grant, and Okanogan Counties)

2. Opioid Funds will be allocated, distributed and managed within each Allocation Region, as determined by its Regional Agreement as set forth below. If an Allocation Region does not have a Regional Agreement enumerated in this MOU, the default mechanism for allocation, distribution and management of Opioid Funds described in Section C.4.a will apply.

3. King County's Regional Agreement is reflected in Exhibit C to this MOU.

4. All other Allocation Regions that have not specified in this MOU a methodology for allocating, distributing and managing Opioid Funds, will apply the following default methodology:

a. Opioid Funds shall be allocated within each region by taking the allocation for a Participating County from Exhibit B and apportioning those funds between that Participating County and its Participating Cities and Towns. Exhibit B also sets forth the allocation to Participating Counties and the Participating Cities or Towns within the Counties based on a default allocation formula. As set forth above in B.3, to determine the allocation to a county, this formula utilizes: (1) the amount of opioids shipped to the county; (2) the number of opioid deaths that occurred in that county; and (3) the number of people who suffer opioid use disorder in that county. To determine the allocation within a county, the formula utilizes historical federal data showing how the specific Counties and the Cities and Towns within the Counties have made opioids epidemic-related expenditures in the past. This is the same methodology used in the National Settlement Agreements for county and intra-county allocations. A Participating County, and the Cities and Towns within it may enter into

a separate intra-county allocation agreement to modify how the Opioid Funds are allocated amongst themselves, provided the modification is in writing and agreed to by all Participating Local Governments in the County. Such an agreement shall not modify any of the other terms or requirements of this MOU.

b. 10% of the Opioid Funds received by the Region will be reserved, on an annual basis, for administrative costs related to the OAC. The OAC will provide an annual accounting for actual costs and any reserved funds that exceed actual costs will be reallocated to Participating Local Governments within the Region.

c. Cities and towns with a population of less than 10,000 shall be excluded from the allocation, with the exception of cities and towns that are Litigating Participating Local Governments. The portion of the Opioid Funds that would have been allocated to a city or town with a population of less than 10,000 that is not a Litigating Participating Local Government shall be redistributed to Participating Counties in the manner directed in C.4.a above.

d. Each Participating County, City, or Town may elect to have its share re-allocated to the OAC in which it is located. The OAC will then utilize this share for the benefit of Participating Local Governments within that Allocation Region, consistent with the Approved Purposes set forth in Exhibit A. A Participating Local Government's election to forego its allocation of Opioid Funds shall apply to all future allocations unless the Participating Local Government notifies its respective OAC otherwise. If a Participating Local Government elects to forego its allocation of the Opioid Funds, the Participating Local Government shall be excused from the reporting requirements set forth in this Agreement.

e. Participating Local Governments that receive a direct payment maintain full discretion over the use and distribution of their allocation of Opioid Funds, provided the Opioid Funds are used solely for Approved Purposes. Reasonable administrative costs for a Participating Local Government to administer its allocation of Opioid Funds shall not exceed actual costs or 10% of the Participating Local Government's allocation of Opioid Funds, whichever is less.

f. A Local Government that chooses not to become a Participating Local Government will not receive a direct allocation of Opioid Funds. The portion of the Opioid Funds that would have been allocated to a Local Government that is not a Participating Local Government shall be redistributed to Participating Counties in the manner directed in C.4.a above.

g. As a condition of receiving a direct payment, each Participating Local Government that receives a direct payment agrees to undertake the following actions:

i. Developing a methodology for obtaining proposals for use of Opioid Funds.

ii. Ensuring there is opportunity for community-based input on priorities for Opioid Fund programs and services.

iii. Receiving and reviewing proposals for use of Opioid Funds for Approved Purposes.

iv. Approving or denying proposals for use of Opioid Funds for Approved Purposes.

v. Receiving funds from the Trustee for approved proposals and distributing the Opioid Funds to the recipient.

vi. Reporting to the OAC and making publicly available all decisions on Opioid Fund allocation applications, distributions and expenditures.

h. Prior to any distribution of Opioid Funds within the Allocation Region, The Participating Local Governments must establish an Opioid Abatement Council (OAC) to oversee Opioid Fund allocation, distribution, expenditures and dispute resolution. The OAC may be a preexisting regional body or may be a new body created for purposes of executing the obligations of this MOU.

i. The OAC for each Allocation Region shall be composed of representation from both Participating Counties and Participating Towns or Cities within the Region. The method of selecting members, and the terms for which they will serve will be determined by the Allocation Region's Participating Local Governments. All persons who serve on the OAC must have work or educational experience pertaining to one or more Approved Uses.

j. The Regional OAC will be responsible for the following actions:

i. Overseeing distribution of Opioid Funds from Participating Local Governments to programs and services within the Allocation Region for Approved Purposes.

ii. Annual review of expenditure reports from Participating Local Jurisdictions within the Allocation

Region for compliance with Approved Purposes and the terms of this MOU and any Settlement.

iii. In the case where Participating Local Governments chose to forego their allocation of Opioid Funds:

(i) Approving or denying proposals by Participating Local Governments or community groups to the OAC for use of Opioid Funds within the Allocation Region.
(ii) Directing the Trustee to distribute Opioid Funds for use by Participating Local Governments or community groups whose proposals are approved by the OAC.
(iii) Administrating and maintaining records of all OAC decisions and distributions of Opioid Funds.

iv. Reporting and making publicly available all decisions on Opioid Fund allocation applications, distributions and expenditures by the OAC or directly by Participating Local Governments.

v. Developing and maintaining a centralized public dashboard or other repository for the publication of expenditure data from any Participating Local Government that receives Opioid Funds, and for expenditures by the OAC in that Allocation Region, which it shall update at least annually.

vi. If necessary, requiring and collecting additional outcome-related data from Participating Local Governments to evaluate the use of Opioid Funds, and all Participating Local Governments shall comply with such requirements.

vii. Hearing complaints by Participating Local Governments within the Allocation Region regarding alleged failure to (1) use Opioid Funds for Approved Purposes or (2) comply with reporting requirements.

5. Participating Local Governments may agree and elect to share, pool, or collaborate with their respective allocation of Opioid Funds in any manner they choose, so long as such sharing, pooling, or collaboration is used for Approved Purposes and complies with the terms of this MOU and any Settlement.

6. Nothing in this MOU should alter or change any Participating Local Government's rights to pursue its own claim. Rather, the intent of this MOU is to join all parties who wish to be Participating Local Governments to agree upon an allocation formula for any Opioid Funds

from any future binding Settlement with one or more Pharmaceutical Supply Chain Participants for all Local Governments in the State of Washington.

7. If any Participating Local Government disputes the amount it receives from its allocation of Opioid Funds, the Participating Local Government shall alert its respective OAC within sixty (60) days of discovering the information underlying the dispute. Failure to alert its OAC within this time frame shall not constitute a waiver of the Participating Local Government's right to seek recoupment of any deficiency in its allocation of Opioid Funds.

8. If any OAC concludes that a Participating Local Government's expenditure of its allocation of Opioid Funds did not comply with the Approved Purposes listed in Exhibit A, or the terms of this MOU, or that the Participating Local Government otherwise misused its allocation of Opioid Funds, the OAC may take remedial action against the alleged offending Participating Local Government. Such remedial action is left to the discretion of the OAC and may include withholding future Opioid Funds owed to the offending Participating Local Government or requiring the offending Participating Local Government to reimburse improperly expended Opioid Funds back to the OAC to be re-allocated to the remaining Participating Local Governments within that Region.

9. All Participating Local Governments and OAC shall maintain all records related to the receipt and expenditure of Opioid Funds for no less than five (5) years and shall make such records available for review by any other Participating Local Government or OAC, or the public. Records requested by the public shall be produced in accordance with Washington's Public Records Act RCW 42.56.001 *et seq*. Records requested by another Participating Local Government or an OAC shall be produced within twenty-one (21) days of the date the record request was received. This requirement does not supplant any Participating Local Government or OAC's obligations under Washington's Public Records Act RCW 42.56.001 *et seq*.

D. Payment of Counsel and Litigation Expenses

1. The Litigating Local Governments have incurred attorneys' fees and litigation expenses relating to their prosecution of claims against the Pharmaceutical Supply Chain Participants, and this prosecution has inured to the benefit of all Participating Local Governments. Accordingly, a Washington Government Fee Fund ("GFF") shall be established that ensures that all Parties that receive Opioid Funds contribute to the payment of fees and expenses incurred to prosecute the claims against the Pharmaceutical Supply Chain Participants, regardless of whether they are litigating or non-litigating entities.

2. The amount of the GFF shall be based as follows: the funds to be deposited in the GFF shall be equal to 15% of the total cash value of the Opioid Funds.

3. The maximum percentage of any contingency fee agreement permitted for compensation shall be 15% of the portion of the Opioid Funds allocated to the Litigating Local Government that is a party to the contingency fee agreement, plus expenses attributable to that Litigating Local Government. Under no circumstances may counsel collect more for its work on behalf of a Litigating Local Government than it would under its contingency agreement with that Litigating Local Government.

4. Payments from the GFF shall be overseen by a committee (the "Opioid Fee and Expense Committee") consisting of one representative of the following law firms: (a) Keller Rohrback L.LP.; (b) Hagens Berman Sobol Shapiro LLP; (c) Goldfarb & Huck Roth Riojas, PLLC; and (d) Napoli Shkolnik PLLC. The role of the Opioid Fee and Expense Committee shall be limited to ensuring that the GFF is administered in accordance with this Section.

5. In the event that settling Pharmaceutical Supply Chain Participants do not pay the fees and expenses of the Participating Local Governments directly at the time settlement is achieved, payments to counsel for Participating Local Governments shall be made from the GFF over not more than three years, with 50% paid within 12 months of the date of Settlement and 25% paid in each subsequent year, or at the time the total Settlement amount is paid to the Trustee by the Defendants, whichever is sooner.

6. Any funds remaining in the GFF in excess of: (i) the amounts needed to cover Litigating Local Governments' private counsel's representation agreements, and (ii) the amounts needed to cover the common benefit tax discussed in Section C.8 below (if not paid directly by the Defendants in connection with future settlement(s), shall revert to the Participating Local Governments *pro rata* according to the percentages set forth in Exhibits B, to be used for Approved Purposes as set forth herein and in Exhibit A.

7. In the event that funds in the GFF are not sufficient to pay all fees and expenses owed under this Section, payments to counsel for all Litigating Local Governments shall be reduced on a *pro rata* basis. The Litigating Local Governments will not be responsible for any of these reduced amounts.

8. The Parties anticipate that any Opioid Funds they receive will be subject to a common benefit "tax" imposed by the court in *In Re: National Prescription Opiate Litigation*, United States District Court for the Northern District of Ohio, Case No. 1:17-md-02804-DAP ("Common Benefit Tax"). If this occurs, the Participating Local Governments shall first seek to have the settling

defendants pay the Common Benefit Tax. If the settling defendants do not agree to pay the Common Benefit Tax, then the Common Benefit Tax shall be paid from the Opioid Funds and by both litigating and non-litigating Local Governments. This payment shall occur prior to allocation and distribution of funds to the Participating Local Governments. In the event that GFF is not fully exhausted to pay the Litigating Local Governments' private counsel's representation agreements, excess funds in the GFF shall be applied to pay the Common Benefit Tax (if any).

E. General Terms

1. If any Participating Local Government believes another Participating Local Government, not including the Regional Abatement Advisory Councils, violated the terms of this MOU, the alleging Participating Local Government may seek to enforce the terms of this MOU in the court in which any applicable Settlement(s) was entered, provided the alleging Participating Local Government first provides the alleged offending Participating Local Government notice of the alleged violation(s) and a reasonable opportunity to cure the alleged violation(s). In such an enforcement action, any alleging Participating Local Government or alleged offending Participating Local Government may be represented by their respective public entity in accordance with Washington law.

2. Nothing in this MOU shall be interpreted to waive the right of any Participating Local Government to seek judicial relief for conduct occurring outside the scope of this MOU that violates any Washington law. In such an action, the alleged offending Participating Local Government, including the Regional Abatement Advisory Councils, may be represented by their respective public entities in accordance with Washington law. In the event of a conflict, any Participating Local Government, including the Regional Abatement Advisory Councils and its Members, may seek outside representation to defend itself against such an action.

3. Venue for any legal action related to this MOU shall be in the court in which the Participating Local Government is located or in accordance with the court rules on venue in that jurisdiction. This provision is not intended to expand the court rules on venue.

4. This MOU may be executed in two or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. The Participating Local Governments approve the use of electronic signatures for execution of this MOU. All use of electronic signatures shall be governed by the Uniform Electronic Transactions Act, C.R.S. §§ 24-71.3-101, *et seq.* The Parties agree not to deny the legal effect or enforceability of the MOU solely because it is in electronic form or because an electronic record was used in its formation. The Participating Local Government agree not to object to the admissibility of the MOU in the form of an electronic record, or a paper copy

of an electronic document, or a paper copy of a document bearing an electronic signature, on the grounds that it is an electronic record or electronic signature or that it is not in its original form or is not an original.

5. Each Participating Local Government represents that all procedures necessary to authorize such Participating Local Government's execution of this MOU have been performed and that the person signing for such Party has been authorized to execute the MOU.

[Remainder of Page Intentionally Left Blank – Signature Pages Follow]

This One Washington Memorandum of Understanding Between Washington Municipalities is signed this _____ day of _____, 2022 by:

_____

Name & Title _Mark Ozias, Chair_____

On behalf of Board of Commissioners of Clallam County_

4894-0031-1574, v. 2

AGENDA ITEM SUMMARY

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

3
3/21/22
3d

Department: Prosecuting Attorney's Office

WORK SESSION ☒ **Meeting Date: 3/21/2022**

REGULAR AGENDA ☒ **Meeting Date: 3/22/2022**

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 – Litigation

Documents exempt from public disclosure attached: ☐

Executive summary:

Clallam County is a creditor in the Mallinckrodt PLC Chapter 11 Bankruptcy as a result of the County's claims against Mallinckrodt relating to their role in the opioid crisis. Mallinckrodt proposed a Plan of Reorganization and on August 31, 2021, the BOCC voted to accept the plan. Clallam County's vote was entered into the record of the bankruptcy proceeding in US Federal Bankruptcy Court.

Mallinckrodt's Chapter 11 Plan of Reorganization was confirmed in the Bankruptcy Court on March 2, 2022, however the Plan cannot have its Effective Date until after an insolvency proceeding in Ireland has been completed.

The Irish Proceeding will allow Mallinckrodt, which is an Irish company, to reorganize in Ireland and make the changes necessary for it to perform the Chapter 11 Plan. A proposed "Scheme of Arrangement" (which is like a Chapter 11 Plan under the U.S. Bankruptcy Code) has now been filed in the Irish proceeding. The proposed Scheme of Arrangement incorporates, without any changes, the treatment of governmental and tribal creditors under Mallinckrodt's confirmed Chapter 11 Plan. A memorandum summarizing the Scheme of Arrangement is attached.

Clallam County is being asked to enter a vote approving or rejecting the Scheme of Arrangement.

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

Recommended action: (Does the Board need to act? If so, what is the department's recommendation?)
Approve or reject the Scheme of Arrangement.

County Official signature & print name: Elizabeth Stanley, DPA

Name of Employee/Stakeholder attending meeting: Elizabeth Stanley

Relevant Departments: PAO, BOCC

Date submitted: 3/16/2022

THE HIGH COURT

2022 No. 25 COS

IN THE MATTER OF

MALLINCKRODT PUBLIC LIMITED COMPANY

AND IN THE MATTER OF

PART 10 OF THE COMPANIES ACT 2014

EXPLANATORY MEMORANDUM TO ACCOMPANY EXAMINER'S PROPOSALS

Examinership

On 14 February 2022 (the **Fixed Date**) Mallinckrodt Public Limited Company (the **Company**) petitioned the High Court in Ireland (the **Irish Court**) for the appointment of an examiner pursuant to Part 10 of the Companies Act 2014 (the **Act**). By Order of the Court made on 14 February 2022, Michael McAteer of Grant Thornton, 13-18 City Quay, Dublin 2 was appointed examiner of the Company on an interim basis. By further Order of the Irish Court made on 28 February 2022, the Irish Court confirmed the examinership of the Company and appointed Mr McAteer as examiner to the Company. As a consequence of filing of the petition, the Company is under the protection of the Irish Court pursuant to Part 10 of the Act.

Explanatory Memorandum

This explanatory memorandum is prepared in compliance with section 540 (11) of the Act. This explanatory memorandum provides a summary of the Examiner's Proposals for a scheme of arrangement between the Company and its respective Members and Creditors (the **Irish Scheme**), and the effect on the various classes of Members and Creditors and should be read in conjunction with the Irish Scheme.

Capitalised terms used but not defined in this explanatory memorandum shall have the same meaning ascribed to them as in the Irish Scheme. In the event of any ambiguity or difference between the terms of this explanatory memorandum and the Irish Scheme, the terms of the Irish Scheme shall apply.

The Company

The Company is registered in Ireland under the Companies Act 2014 and is the ultimate parent company of the Mallinckrodt Group. The Company is a publicly owned pharmaceutical company and is a global leader in the development, manufacture, marketing and distribution of speciality pharmaceutical products and therapies.

The combination of the significant number of complex legal proceedings which the Mallinckrodt Group has had to defend in recent years, together with the impact of COVID-19, has had a severe impact on the balance sheet of both the Company and the Group and has detrimentally impacted the future viability of the Company.

Restructuring

The Company engaged with certain of its creditors regarding a possible restructuring of its debts. Following extensive negotiations, the Company, the Supporting Unsecured Noteholders and the Supporting Governmental Opioid Claimants entered into the Restructuring Support Agreement. Under the terms of the Restructuring Support Agreement, the Supporting Unsecured Noteholders and the Supporting Governmental Opioid Claimants have agreed, subject to the terms and conditions of the Restructuring Support Agreement, to support the restructuring of the Company's existing debt obligations through the Plan (under Chapter 11 of the Bankruptcy Code in the United States) and this examinership in Ireland.

The terms embodied in the Restructuring Support Agreement and the Plan and the various ancillary documents represent a global compromise that is in the best interests of the Company, Creditors, employees and other stakeholders. A copy of the Plan is available on the website of the Examiner's serving agent, Prime Clerk LLC (**Prime Clerk**).

The Company and certain other members of the Mallinckrodt Group filed a voluntary petition for relief under Chapter 11 of the Bankruptcy Code on 12 October 2020. Chapter 11 is the principal business reorganisation chapter of the Bankruptcy Code. Upon the filing of the petition, the Company was immediately afforded the benefits and became subject to the limitations of the Bankruptcy Code. The Company and certain of its subsidiaries have continued to operate their business in the ordinary course as they had been doing prior to the filing of the petitions.

The Plan, as amended, details the manner in which it is proposed the liabilities and the existing equity interests of the Company will be restructured in the context of the Chapter 11 Case.

The Plan was confirmed by the Bankruptcy Court on 2 March 2022. The Plan is conditional upon (among other things) the approval of the Irish Scheme by the Irish Court and the Irish Scheme having become effective in accordance with its terms or becoming effective concurrently with effectiveness of the Plan.

Meetings of Members and Creditors

Notice of meetings has been issued to all Members and Creditors of the Company in the classes whose interests will be impaired and unimpaired by the Irish Scheme (the **Meetings**). The Meetings will take place on 4 April 2022 between 1p.m. and 10p.m. GMT/8a.m. and 5p.m. EST.

Every Member and every Creditor is entitled to be represented in person or by proxy and to vote at any meeting of which it has received notice. Where any Member or Creditor wishes to be represented and/or vote by proxy at the relevant Meeting, a proxy must be submitted electronically through the online fillable form on the dedicated section of the online portal maintained by Prime Clerk before 4p.m.

GMT/11a.m. EST on 24 March 2022, or 31 March 2022, depending on the relevant class.

Care should be taken to execute the forms of proxy in accordance with the notes on the face of the proxy form.

It is not necessary to submit a proof of debt with a proxy form in order to vote at a meeting of creditors.

If a creditor has transferred its debt (or any part of it) before or after receipt of the Irish Scheme but prior to the meetings of the creditors, the notice of the meeting, the proxy forms, the Irish Scheme and this memorandum should be transmitted to the purchaser/transferee. The purchaser/transferee may request the transferring creditor to complete a proxy form on its behalf for the purpose of voting at the relevant meeting of creditors.

Pursuant to Part 10 of the Act, the Irish Scheme may be approved by the Irish Court and become binding on the Company and all of its Members and Creditors where the Irish Scheme has been approved by at least one impaired class of creditors by a simple majority in number representing a majority in value of those creditors voting in person or by proxy at a meeting.

Where the Irish Scheme is approved by the Irish Court, the Irish Court will fix a date upon which the Irish Scheme will become binding on the Company and all of its Members and Creditors, known as the **Effective Date**.

Class of Members

There is only one class of Members in the Company and the interests of the Members are being impaired pursuant to the terms of the Irish Scheme. The Members are the holders of the Existing Shares immediately prior to the Effective Date.

The Members shall receive no distribution on account of their holding of the Existing Shares under the Irish Scheme or under the Plan. On the Effective Date, the Existing Shares and all and any rights attaching or relating thereto will be cancelled.

Classes of Creditors

There are 34 classes of creditors of the Company as at the Fixed Date. The interests or claims of 5 classes of creditors are not being impaired pursuant to the terms of the Irish Scheme. The classes of unimpaired creditors are as follows:

1. Other Secured Claims;
2. First Lien Revolving Credit Facility Claims;
3. First Lien Notes Claims;
4. Relevant Administrative Claims; and
5. Preferential Claims

The interests or claims of 29 classes of creditors are being impaired pursuant to the terms of the Irish Scheme. The classes of impaired creditors are as follows:

1. 2024 First Lien Term Loan Claims;
2. 2025 First Lien Term Loan Clams;
3. Second Lien Notes Claims;
4. Guaranteed Unsecured Notes Claims;
5. Acthar Claims;
6. Generics Price Fixing Claims;
7. Asbestos Claims;
8. Environmental Claims;
9. Other General Unsecured Claims;
10. 4.75% Unsecured Notes Claims;
11. Trade Claims;
12. State Opioid Claims;
13. Municipal Opioid Claims;
14. Tribe Opioid Claims;
15. U.S. Government Opioid Claims;
16. Third-Party Payor Opioid Claims;
17. PI Opioid Claims;
18. NAS PI Opioid Claims;
19. Hospital Opioid Claims;
20. Ratepayer Opioid Claims;
21. NAS Monitoring Opioid Claims;
22. Emergency Room Physicians Opioid Claims;
23. Other Opioid Claims;
24. No Recovery Opioid Claims;
25. Released Co-Defendant Claims;
26. Settled Federal / State Acthar Claims;
27. Intercompany Claims;
28. Subordinated Claims; and
29. Unexercised Equity Interest Claims.

Other Secured Claims

The Holders of the Other Secured Claims against the Company are not impaired by the Irish Scheme and the Other Secured Claims will be treated in accordance with the terms of the Plan.

First Lien Revolving Credit Facility Claims

The Holders of the First Lien Revolving Credit Facility Claims against the Company are not impaired by the Irish Scheme and the First Lien Revolving Credit Facility Claims will be treated in accordance with the terms of the Plan.

First Lien Notes Claims

The Holders of the First Lien Notes Claims against the Company are not impaired by the Irish Scheme and the First Lien Notes Claims will be treated in accordance with the terms of the Plan.

Relevant Administrative Claims

The Holders of the Relevant Administrative Claims are not impaired by the Irish Scheme.

The Relevant Administrative Claims will be treated in accordance with the terms of the Plan (including, without limitation, Article II of the Plan).

Preferential Claims

The Holders of the Preferential Claims are not impaired by the Irish Scheme.

The Preferential Claims shall be paid in full when they fall due in the ordinary course.

2024 First Lien Term Loan Claims

The Holders of the 2024 First Lien Term Loan Claims are impaired by the Irish Scheme.

The 2024 First Lien Term Loan Claims against the Company shall be treated in accordance with the terms of the Plan (including, without limitation, Article III.B.2.b of the Plan) so that, as further set forth in the Plan, each Holder of the 2024 First Lien Term Loan Claims shall receive on the Effective Date, in full and final satisfaction, settlement, release, and discharge of such Claims, at the option of the Company, either:

a. its Pro Rata Share of the New Takeback Term Loans attributable to the 2024 First Lien Term Loan Claims (which shall be issued in an amount equal to the 2024 First Lien Term Loans Outstanding Amount) **plus** repayment in full in Cash of its Pro Rata Share of the First Lien Term Loans Accrued and Unpaid Interest attributable to the 2024 First Lien Term Loan Claims **plus** its Pro Rata Share of the Term Loan Exit Payment attributable to the 2024 First Lien Term Loan Claims; or

b. repayment of such Claims in full in Cash of its Pro Rata Share of an amount equal to the 2024 First Lien Term Loans Outstanding Amount **plus** repayment in full in Cash of its Pro Rata Share of the First Lien Term Loans Accrued and Unpaid Interest attributable to the 2024 First Lien Term Loan Claims **plus** its Pro Rata Share of the Term Loan Exit Payment attributable to the 2024 First Lien Term Loan Claims.

2025 First Lien Term Loan Claims

The Holders of the 2025 First Lien Term Loan Claims are impaired by the Irish Scheme.

The 2025 First Lien Term Loan Claims against the Company shall be treated in accordance with the terms of the Plan (including, without limitation, Article III.B.2.c of the Plan) so that, as further set forth in the Plan, each Holder of the 2025 First Lien Term Loan Claims shall receive on the Effective Date, in full and final satisfaction, settlement, release, and discharge of such Claims, at the option of the Company, either:

a. its Pro Rata Share of the New Takeback Term Loans attributable to the 2025 First Lien Term Loan Claims (which shall be issued in an amount equal to the 2025 First Lien Term Loans Outstanding Amount) **plus** repayment in full in Cash of its Pro Rata Share of the First Lien Term Loans Accrued and Unpaid Interest attributable to the 2025 First Lien Term Loan Claims **plus** its Pro Rata Share of the Term Loan Exit Payment attributable to the 2025 First Lien Term Loan Claims; or

b. repayment of such Claims in full in Cash of its Pro Rata Share of an amount equal to the 2025 First Lien Term Loans Outstanding Amount **plus** repayment in full in Cash of its Pro Rata Share of the First Lien Term Loans Accrued and Unpaid Interest attributable to the 2025 First Lien Term Loan Claims **plus** its Pro Rata Share of the Term Loan Exit Payment attributable to the 2025 First Lien Term Loan Claims.

Second Lien Notes Claims

The Holders of the Second Lien Notes Claims against the Company are impaired by the Irish Scheme.

Each Holder of the Second Lien Notes Claims shall receive on the Effective Date, in full and final satisfaction, settlement, release, and discharge of such Claims, its Pro Rata Share of (i) the New Second Lien Notes in accordance with the terms of the Plan (including, without limitation, Article III.B.4 of the Plan) and (ii) payment in cash of accrued and unpaid interest on the Second Lien Notes Claims.

Guaranteed Unsecured Notes Claims

The Holders of the Guaranteed Unsecured Notes Claims against the Company are impaired by the Irish Scheme.

Each Holder of a Guaranteed Unsecured Notes Claim shall in accordance with the terms of the Plan (including, without limitation, Article III.B.5 of the Plan) on the Effective Date (or as soon as practicable thereafter) receive its Pro Rata Share of (i) the Takeback Second Lien Notes; and (ii) 100% of New Mallinckrodt Ordinary Shares, subject to dilution on account of the New Opioid Warrants and the Management Incentive Plan, in exchange for full and final satisfaction, settlement, release, and discharge of each Guaranteed Unsecured Notes Claim.

Acthar Claims

The Holders of the Acthar Claims are impaired by the Irish Scheme.

Without prejudice to their rights pursuant to the Plan, the Holders of the Acthar Claims against the Company shall not receive any payment, dividend or other distribution pursuant to the Irish Scheme (save as provided for in the Plan) and, with effect from the Effective Date, the Acthar Claims against the Company shall be deemed to have been settled, discharged, waived, released and extinguished in full, and the Company shall cease to have any liability or obligation with respect to such Claims.

Generics Price Fixing Claims

The Holders of the Generics Price Fixing Claims are impaired by the Irish Scheme.

Without prejudice to their rights pursuant to the Plan, the Holders of the Generics Price Fixing Claims against the Company shall not receive any payment, dividend or other distribution pursuant to the Irish Scheme (save as provided for in the Plan) and, with effect from the Effective Date, the Generics Price Fixing Claims against the Company shall be deemed to have been settled, discharged, waived, released and extinguished in full, and the Company shall cease to have any liability or obligation with respect to such Claims.

Asbestos Claims

The Holders of the Asbestos Claims are impaired by the Irish Scheme.

Without prejudice to their rights pursuant to the Plan, the Holders of the Asbestos Claims against the Company shall not receive any payment, dividend or other distribution pursuant to the Irish Scheme (save as provided for in the Plan) and, with effect from the Effective Date, the Asbestos Claims against the Company shall be deemed to have been settled, discharged, waived, released and extinguished in full, and the Company shall cease to have any liability or obligation with respect to such Claims.

Environmental Claims

The Holders of the Environmental Claims are impaired by the Irish Scheme.

Without prejudice to their rights pursuant to the Plan, the Holders of the Environmental Claims against the Company shall not receive any payment, dividend or other distribution pursuant to the Irish Scheme (save as provided for in the Plan) and, with effect from the Effective Date, the Environmental Claims against the Company shall be deemed to have been settled, discharged, waived, released and extinguished in full, and the Company shall cease to have any liability or obligation with respect to such Claims.

Other General Unsecured Claims

The Holders of the Other General Unsecured Claims are impaired by the Irish Scheme.

Without prejudice to their rights pursuant to the Plan, the Holders of the Other General Unsecured Claims against the Company shall not receive any payment, dividend or other distribution pursuant to the Irish Scheme (save as provided for in the Plan) and, with effect from the Effective Date, the Other General Unsecured Claims against the Company shall be deemed to have been settled, discharged, waived, released and extinguished in full, and the Company shall cease to have any liability or obligation with respect to such Claims.

4.75% Unsecured Notes Claims

The Holders of the 4.75% Unsecured Notes Claims are impaired by the Irish Scheme.

Without prejudice to their rights pursuant to the Plan, the Holders of the 4.75% Unsecured Notes Claims against the Company shall not receive any payment, dividend or other distribution pursuant to the Irish Scheme (save as provided for in the Plan) and, with effect from the Effective Date, the 4.75% Unsecured Notes Claims against the Company shall be deemed to have been settled, discharged, waived, released and extinguished in full, and the Company shall cease to have any liability or obligation with respect to such Claims.

Trade Claims

The Holders of the Trade Claims are impaired by the Irish Scheme.

Without prejudice to their rights pursuant to the Plan, the Holders of the Trade Claims against the Company shall not receive any payment, dividend or other distribution pursuant to the Irish Scheme (save as provided for in the Plan) and, with effect from the Effective Date, the Trade Claims against the Company shall be deemed to have been settled, discharged, waived, released and extinguished in full, and the Company shall cease to have any liability or obligation with respect to such Claims.

State Opioid Claims

The Holders of the State Opioid Claims are impaired by the Irish Scheme.

Without prejudice to their rights pursuant to the Plan, the Holders of the State Opioid Claims against the Company shall not receive any payment, dividend or other distribution pursuant to the Irish Scheme (save as provided for in the Plan) and, with effect from the Effective Date, the State Opioid Claims against the Company shall be deemed to have been settled, discharged, waived, released and extinguished in full against the Company, and the Company shall cease to have any liability or obligation with respect to such Claims.

Municipal Opioid Claims

The Holders of the Municipal Opioid Claims are impaired by the Irish Scheme.

Without prejudice to their rights pursuant to the Plan, the Holders of the Municipal Opioid Claims against the Company shall not receive any payment, dividend or other distribution pursuant to the Irish Scheme (save as provided for in the Plan) and, with effect from the Effective Date, the Municipal Opioid Claims against the Company shall be deemed to have been settled, discharged, waived, released and extinguished in full against the Company, and the Company shall cease to have any liability or obligation with respect to such Claims.

Tribe Opioid Claims

The Holders of the Tribe Opioid Claims are impaired by the Irish Scheme.

Without prejudice to their rights pursuant to the Plan, the Holders of the Tribe Opioid Claims against the Company shall not receive any payment, dividend or other

distribution pursuant to the Irish Scheme (save as provided for in the Plan) and, with effect from the Effective Date, the Tribe Opioid Claims against the Company shall be deemed to have been settled, discharged, waived, released and extinguished in full against the Company, and the Company shall cease to have any liability or obligation with respect to such Claims.

U.S. Government Opioid Claims

The Holders of the U.S. Government Opioid Claims are impaired by the Irish Scheme.

Without prejudice to their rights pursuant to the Plan, the Holders of the U.S. Government Opioid Claims against the Company shall not receive any payment, dividend or other distribution pursuant to the Irish Scheme (save as provided for in the Plan) and, with effect from the Effective Date, the U.S. Government Opioid Claims against the Company shall be deemed to have been settled, discharged, waived, released and extinguished in full against the Company, and the Company shall cease to have any liability or obligation with respect to such Claims.

Third-Party Payor Opioid Claims

The Holders of the Third-Party Payor Opioid Claims are impaired by the Irish Scheme.

Without prejudice to their rights pursuant to the Plan, the Holders of the Third-Party Payor Opioid Claims against the Company shall not receive any payment, dividend or other distribution pursuant to the Irish Scheme (save as provided for in the Plan) and, with effect from the Effective Date, the Third-Party Payor Opioid Claims against the Company shall be deemed to have been settled, discharged, waived, released and extinguished in full against the Company, and the Company shall cease to have any liability or obligation with respect to such Claims.

PI Opioid Claims

The Holders of the PI Opioid Claims are impaired by the Irish Scheme.

Without prejudice to their rights pursuant to the Plan, the Holders of the PI Opioid Claims against the Company shall not receive any payment, dividend or other distribution pursuant to the Irish Scheme (save as provided for in the Plan) and, with effect from the Effective Date, the PI Opioid Claims against the Company shall be deemed to have been settled, discharged, waived, released and extinguished in full against the Company, and the Company shall cease to have any liability or obligation with respect to such Claims.

NAS PI Opioid Claims

The Holders of the NAS PI Opioid Claims are impaired by the Irish Scheme.

Without prejudice to their rights pursuant to the Plan, the Holders of the NAS PI Opioid Claims against the Company shall not receive any payment, dividend or other distribution pursuant to the Irish Scheme (save as provided for in the Plan) and, with effect from the Effective Date, the NAS PI Opioid Claims against the Company shall

be deemed to have been settled, discharged, waived, released and extinguished in full against the Company, and the Company shall cease to have any liability or obligation with respect to such Claims.

Hospital Opioid Claims

The Holders of the Hospital Opioid Claims are impaired by the Irish Scheme.

Without prejudice to their rights pursuant to the Plan, the Holders of the Hospital Opioid Claims against the Company shall not receive any payment, dividend or other distribution pursuant to the Irish Scheme (save as provided for in the Plan) and, with effect from the Effective Date, the Hospital Opioid Claims against the Company shall be deemed to have been settled, discharged, waived, released and extinguished in full against the Company, and the Company shall cease to have any liability or obligation with respect to such Claims.

Ratepayer Opioid Claims

The Holders of the Ratepayer Opioid Claims are impaired by the Irish Scheme.

Without prejudice to their rights pursuant to the Plan, the Holders of the Ratepayer Opioid Claims against the Company shall not receive any payment, dividend or other distribution pursuant to the Irish Scheme (save as provided for in the Plan) and, with effect from the Effective Date, the Ratepayer Opioid Claims against the Company shall be deemed to have been settled, discharged, waived, released and extinguished in full against the Company, and the Company shall cease to have any liability or obligation with respect to such Claims.

NAS Monitoring Opioid Claims

The Holders of the NAS Monitoring Opioid Claims are impaired by the Irish Scheme.

Without prejudice to their rights pursuant to the Plan, the Holders of the NAS Monitoring Opioid Claims against the Company shall not receive any payment, dividend or other distribution pursuant to the Irish Scheme (save as provided for in the Plan) and, with effect from the Effective Date, the NAS Monitoring Opioid Claims against the Company shall be deemed to have been settled, discharged, waived, released and extinguished in full against the Company, and the Company shall cease to have any liability or obligation with respect to such Claims.

Emergency Room Physicians Opioid Claims

The Holders of the Emergency Room Physicians Opioid Claims are impaired by the Irish Scheme.

Without prejudice to their rights pursuant to the Plan, the Holders of the NAS Monitoring Opioid Claims against the Company shall not receive any payment, dividend or other distribution pursuant to the Irish Scheme (save as provided for in the Plan) and, with effect from the Effective Date, the NAS Monitoring Opioid Claims against the Company shall be deemed to have been settled, discharged, waived, released and extinguished in full against the Company, and the Company shall cease to have any liability or obligation with respect to such Claims.

Other Opioid Claims

The Holders of the Other Opioid Claims are impaired by the Irish Scheme.

Without prejudice to their rights pursuant to the Plan, the Holders of the Other Opioid Claims against the Company shall not receive any payment, dividend or other distribution pursuant to the Irish Scheme (save as provided for in the Plan) and, with effect from the Effective Date, the Other Opioid Claims against the Company shall be deemed to have been settled, discharged, waived, released and extinguished in full against the Company, and the Company shall cease to have any liability or obligation with respect to such Claims.

No Recovery Opioid Claims

The Holders of the No Recovery Opioid Claims are impaired by the Irish Scheme.

Without prejudice to their rights pursuant to the Plan, the Holders of the No Recovery Opioid Claims against the Company shall not receive any payment, dividend or other distribution pursuant to the Irish Scheme and, with effect from the Effective Date, the No Recovery Opioid Claims against the Company shall be deemed to have been settled, discharged, waived, released and extinguished in full against the Company, and the Company shall cease to have any liability or obligation with respect to such Claims.

Released Co-Defendant Claims

The Holders of the Released Co-Defendant Claims are impaired by the Irish Scheme.

Without prejudice to their rights pursuant to the Plan, the Holders of the Released Co-Defendant Claims against the Company shall not receive any payment, dividend or other distribution pursuant to the Irish Scheme and, with effect from the Effective Date, the Released Co-Defendant Claims against the Company shall be deemed to have been settled, discharged, waived, released and extinguished in full against the Company, and the Company shall cease to have any liability or obligation with respect to such Claims.

Settled Federal/State Acthar Claims

The Holders of the Settled Federal/State Acthar Claims are impaired by the Irish Scheme.

Without prejudice to their rights pursuant to the Plan, the Holders of the Settled Federal/State Acthar Claims shall not receive any payment, dividend or other distribution pursuant to the Irish Scheme (save as provided for in the Plan) and, with effect from the Effective Date, the Settled Federal/State Acthar Claims shall be deemed to have been settled, discharged, waived, released and extinguished in full as against the Company, and the Company shall cease to have any liability or obligation with respect to such Claims.

Intercompany Claims

The Holders of the Intercompany Claims are impaired by the Irish Scheme.

Without prejudice to their rights pursuant to the Plan, the Holders of the Intercompany Claims shall not receive any payment, dividend or other distribution pursuant to the Irish Scheme (save as provided for in the Plan) and, with effect from the Effective Date, the Intercompany Claims shall be deemed to have been settled, discharged, waived, released and extinguished in full as against the Company, and the Company shall cease to have any liability or obligation with respect to such Claims.

Subordinated Claims

The Holders of the Subordinated Claims are impaired by the Irish Scheme.

Without prejudice to their rights pursuant to the Plan, the Holders of the Subordinated Claims shall not receive any payment, dividend or other distribution pursuant to the Irish Scheme (save as provided for in the Plan) and, with effect from the Effective Date, the Subordinated Claims shall be deemed to have been settled, discharged, waived, released and extinguished in full as against the Company, and the Company shall cease to have any liability or obligation with respect to such Claims.

Unexercised Equity Interest Claims

The Holders of the Unexercised Equity Interest Claims are impaired by the Irish Scheme.

The Unexercised Equity Interest Claims and any and all rights attaching or relating thereto will be extinguished and cancelled and the Holders of such Unexercised Equity Interest Claims shall have no Claim whatsoever and howsoever arising against the Company in respect of such Unexercised Equity Interest Claims and the Holders of such Unexercised Equity Interest will not receive any distribution or retain any property on account of such Unexercised Equity Interest Claims.

The Holders of the Unexercised Equity Interest Claims will not receive any form of dividend or payment under the Irish Scheme in return for the cancellation of their rights under the Unexercised Equity Interest Claims.

Michael McAteer
Examiner

THE HIGH COURT

2022 No. 25 COS

IN THE MATTER OF

MALLINCKRODT PUBLIC LIMITED COMPANY

AND IN THE MATTER OF

PART 10 OF THE COMPANIES ACT 2014

EXPLANATORY MEMORANDUM TO ACCOMPANY EXAMINER'S PROPOSALS

A&L Goodbody LLP
International Financial Services Centre
25-28 North Wall Quay, Dublin 1
D01 H104
01437841

AGENDA ITEM SUMMARY

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

4

3/21/22

Department: Health and Human Services

WORK SESSION ☒ **Meeting Date: March 21, 2022**

REGULAR AGENDA ☒ **Meeting Date: March 29. 2022**

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

Item summary:

☐ Call for Hearing ☒ Contract/Agreement/MOU - Contract # 11301-22-CONCON, Amendment#1

☐ Resolution ☐ Proclamation ☐ Budget Item

☐ Draft Ordinance ☐ Final Ordinance ☐ Other

Documents exempt from public disclosure attached: ☐

Executive summary:
Attached is Consolidated Contract Amendment #1 between Department of Health and Clallam County Health and Human Services, which adds supplemental funding to the HHS 2022 budget for the following programs:

- Group A Water Systems, in the amount of $4,800;
- Covid-19 vaccine, in the amount of $143,921;
- Maternal Child Health Services, in the amount of $8,187.

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

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

Approve and move to regular BOCC meeting for final signature.

County Official signature & print name: Kevin LoPiccolo

Name of Employee/Stakeholder attending meeting: Kevin LoPiccolo

Relevant Departments: Health and Human Services

Date submitted: March 16, 2022

11301-22-CONCON
AMEND #1

CLALLAM COUNTY HEALTH & HUMAN SERVICES
2022-2024 CONSOLIDATED CONTRACT

CONTRACT NUMBER: CLH31005 **AMENDMENT NUMBER: 1**

PURPOSE OF CHANGE: To amend this contract between the DEPARTMENT OF HEALTH hereinafter referred to as "DOH", and CLALLAM COUNTY HEALTH & HUMAN SERVICES, a Local Health Jurisdiction, hereinafter referred to as "LHJ", pursuant to the Modifications/Waivers clause, and to make necessary changes within the scope of this contract and any subsequent amendments thereto.

IT IS MUTUALLY AGREED: That the contract is hereby amended as follows:

1. Exhibit A Statements of Work, located on the DOH Finance SharePoint site in the Upload Center at the following URL: https://stateofwa.sharepoint.com/sites/doh-ofsfundingresources/sitepages/home.aspx?=e1:9a94688da2d94d3ea80ac7fbc32e4d7c, and incorporated by this reference, are amended as follows:

   ☒ Adds Statements of Work for the following programs:

   - COVID-19 Mass Vaccination-FEMA - Effective January 1, 2022
   - Foundational Public Health Services (FPHS) - Effective January 1, 2022
   - Maternal & Child Health Block Grant - Effective January 1, 2022
   - Office of Drinking Water Group A Program - Effective January 1, 2022
   - Office of Immunization COVID-19 Vaccine - Effective January 1, 2022
   - OSS LMP Implementation - Effective January 1, 2022
   - Recreational Shellfish Activities - Effective January 1, 2022
   - WIC Nutrition Program - Effective January 1, 2022

   ☐ Amends Statements of Work for the following programs:

   ☐ Deletes Statements of Work for the following programs:

2. Exhibit B-1 Allocations, attached and incorporated by this reference, amends and replaces Exhibit B-0 Allocations as follows:

   ☒ Increase of **$2,120,890** for a revised maximum consideration of **$2,120,890**.

   ☐ Decrease of _____ for a revised maximum consideration of _____.

   ☐ No change in the maximum consideration of _____.
   Exhibit B Allocations are attached only for informational purposes.

Unless designated otherwise herein, the effective date of this amendment is the date of execution.

ALL OTHER TERMS AND CONDITIONS of the original contract and any subsequent amendments remain in full force and effect.

IN WITNESS WHEREOF, the undersigned has affixed his/her signature in execution thereof.

CLALLAM COUNTY BOARD OF COUNTY COMMISSIONERS

Date

STATE OF WASHINGTON
DEPARTMENT OF HEALTH

Date

Approved as to form only by:

Elizabeth Stanley
Civil Deputy Prosecuting Attorney
Clallam County

APPROVED AS TO FORM ONLY
Assistant Attorney General

11301-22 CONCON AMEND #1

Exhibit A
Statement of Work
Contract Term: 2022-2024

DOH Program Name or Title: COVID-19 Mass Vaccination-FEMA - Effective January 1, 2022

Local Health Jurisdiction Name: Clallam County Health & Human Services

SOW Type: Original Revision # (for this SOW)

Contract Number: CLH31005

Funding Source	Federal Compliance (check if applicable)	Type of Payment
☒ Federal Contractor ☐ State ☐ Other	☒ FFATA (Transparency Act) ☐ Research & Development	☒ Reimbursement ☐ Fixed Price

Period of Performance: January 1, 2022 through April 1, 2022

Statement of Work Purpose: The purpose of this statement of work is to establish the task activities, funding period, and billing details for cost reimbursement of FEMA-funded mass vaccination clinics in Washington state.

Revision Purpose: N/A

DOH Chart of Accounts Master Index Title	Master Index Code	Assistance Listing Number	BARS Revenue Code	LHJ Funding Period Start Date	LHJ Funding Period End Date	Current Allocation	Allocation Change None	Total Allocation
*MASS VACCINATION FEMA 100%	934V0200	97.036	333.97.03	01/01/22	04/01/22	0	0	0
						0	0	0
						0	0	0
						0	0	0
						0	0	0
						0	0	0
TOTALS						0	0	0

Task #	Activity	Deliverables/Outcomes	Due Date/Time Frame	Payment Information and/or Amount
1.	*NOTE: Task activities for Mass Vaccination Clinics in this statement of work are NOT CONSIDERED SUBRECIPIENT but are as a CONTRACTOR of DOH. DOH reimbursement provided for local mass vaccination clinic (see definition below) planning, implementation and operations in coordination between Unified Command and the Regional Incident Management Team (IMT) to administer the vaccine efficiently, quickly, equitably, and safely in all regions of Washington State. State Supported, Regionally Coordinated, Locally Implemented. Definition: Mass vaccination clinics defined as those outside of the usual healthcare delivery, method such as pop-up clinics, mobile clinics, non-clinical facility (fairgrounds, arenas, etc.).			*Reimbursement of eligible costs. MASS VACCINATION FEMA 100% Funding (MI 934V0200) (See Program Specific Requirements below)

	Guidance on vaccination protocols must be followed as provided by DOH and CDC.			
1A	Local health jurisdiction (LHJ) will coordinate planning and implementation of mass vaccination clinics/sites provided within the county(s) with a regional incident management team/organization as approved by DOH. Request for regional IMT should be submitted through the normal process through WebEOC. LHJ is the coordinating agency for the mass vaccination plan within the county. Regional IMT will be under the delegation authority of DOH and they are to provide support and coordination for all efforts around vaccine planning, resource support and general guidance and information sharing in order to regionally coordinate efforts. Local jurisdictions will maintain all decisional authority around vaccination planning and execution within their jurisdiction/district. Provide any information as requested by the regional IMT.	Submit to DOH a mass vaccination plan including: • type of site, • site locations, • throughput, • considerations made to ensure equity to historically marginalized populations, • and to the extent possible a regional map of sites/locations.	Within 30 days of contract amendment execution.	
1B	Funding for eligible Mass Vaccination activities are reimbursed on actual costs as outlined in the DOH guidance to provide the services and to carry out the mission. Funding will be dependent on full participation in the LHJ and IMT processes and all documentation will be required to be provided to fully close out funding requests by the end of the mission period of performance. Allowable costs include expenses such as facility rentals, staff to conduct planning, management, support and operation of the site, medical personnel for vaccinations, site security personnel, wrap around services for staff (meals, travel, lodging), equipment (which must be pre-approved by IMT/DOH if it exceeds $5,000 each), supplies for vaccinations and site operation. LHJs should provide narratives to help assist IMT and DOH finance know what expenditures were necessary to carry out the mission.	Submit estimated budget for the mass vaccination plan. Monthly Cost Summary Spreadsheet to the IMT/IMO by the fifth of the following month.	Within 30 days of contract amendment execution. Monthly	
1C	Vaccination data – will be maintained according to current state and federal requirements. Vaccine Registration Systems – If a local jurisdiction or region does not have a registration system(s) the include internet based, phone option and other methods to ensure equitable	Submission of vaccine use into WA IIS database within 24hrs of use. Jurisdiction/Regions will ensure a fair and equitable process for registration of	Daily	

	registration, the state PrepMod system and tools will be available for use.	eligible Washingtonians across all available modalities.		
1D	Regularly report on vaccinations sites and operational activities (number of vaccinations, personnel to operate the site, challenges, successes to share for learning across the public health system).	Provide monthly situation report to IMT/IMO on status of implementation of mass vaccination plan, or more frequently if that is the LHJ procedure. Sites operating for the time period, vaccines administered by site for the time period, estimated costs for the time period, any challenges/successes of note, including assistance requested.	Monthly	

DOH Program and Fiscal Contact Information for all ConCon SOWs can be found on the DOH Finance SharePoint site. Questions related to this SOW, or any other finance-related inquiry, may be sent to finance@doh.wa.gov.

DOH General Mass Vaccination Program and Fiscal Contact
Patrick Plumb
COVID FEMA Project Management Analyst
Washington State Department of Health
Office of Financial Services
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Federal Funding Accountability and Transparency Act (FFATA) (Applies to federal grant awards.)
This statement of work is supported by federal funds that require compliance with the Federal Funding Accountability and Transparency Act (FFATA or the Transparency Act). The purpose of the Transparency Act is to make information available online so the public can see how the federal funds are spent.

To comply with this act and be eligible to perform the activities in this statement of work, the LHJ must have a Data Universal Numbering System (DUNS®) number.

Information about the LHJ and this statement of work will be made available on USASpending.gov by DOH as required by P.L. 109-282.

Program Specific Requirements

Program Manual, Handbook, Policy References
Emergency Response Plan (or equivalent)
Medical Countermeasure/Mass Vaccination Plan

Billing Requirements:
Monthly invoices must be submitted timely to the regional IMT/Organization for review/approval prior to submission to DOH for reimbursement.
Contract Master Index (MI) Code: 934V0200 General Mass Vaccination
BARS Revenue Code: 333.97.03 Mass Vaccination Reimbursement

Special Instructions:
The LHJ is considered a CONTRACTOR of DOH not a subrecipient for this portion of the statement of work. An allocation of funds is not provided as these FEMA funds are only available as reimbursement of costs associated with implementation of the mass vaccination plan.

Detailed documentation must be maintained as directed by the regional IMT/Organization and DOH to substantiate costs associated with these activities for submission to FEMA upon request by DOH.

Eligible costs from the timeframe of January 1, 2022 through April 1, 2022 include facility rentals, medical and support staff for planning, management, support, and operations; as well as wrap-around services for staff (i.e., meals, travel, lodging). Regular and overtime pay associated with this project is allowable for all staff working under this project and must be billed as a direct charge; timesheets are required documentation and must be available upon request by DOH. Indirect rates are not applicable to these funds. Eligible equipment includes facility infection control measures, personal protective equipment (PPE), storage equipment, coolers, freezers, temperature monitoring devices. portable vaccine units for transportation, supplies such as emergency medical supplies (for emergency medical care needs that may arise in the administration of the vaccine), containers for medical waste, as well as proper storage as needed for canisters of liquid nitrogen or dry ice. Eligible equipment purchase costs should not exceed $5,000 per piece. Equipment over $5,000 a piece must be preapproved by the IMT and should be leased rather than purchased. Any diversion from the list of pre-approved expenses will require a narrative on the purchase rationale and will be subject to IMT approval prior to reimbursement. Timesheets are required documentation for all activities related to this project. Staff time-in / time-out must be recorded, as well as a brief description of their activities. A general description of activities is acceptable for those working at the vaccine site; more detailed/specific description is required for those not working at the vaccine site.

Exhibit A
Statement of Work
Contract Term: 2022-2024

DOH Program Name or Title: Foundational Public Health Services (FPHS) - Effective January 1, 2022

Local Health Jurisdiction Name: Clallam County Health & Human Services

SOW Type: Original Revision # (for this SOW)

Contract Number: CLH31005

Funding Source	Federal Compliance (check if applicable)	Type of Payment
☐ Federal <Select One>	☐ FFATA (Transparency Act)	☐ Reimbursement
☒ State	☐ Research & Development	☒ Periodic Distribution
☐ Other		

Period of Performance: January 1, 2022 through June 30, 2023

Statement of Work Purpose: The purpose of this statement of work (SOW) is to specify how state funds for Foundational Public Health Services (FPHS) will be used for the period of performance. Per RCW 43.70.512, these funds are for the governmental public health system to deliver FPHS services statewide in the most effective, efficient and equitable manner possible with the funds available.

The FPHS Steering Committee with input from FPHS Subject Matter Expert (SME) Workgroups and the Tribal Technical Workgroup is the decision making body for FPHS. For the 2021 – 2023 biennium, the Steering Committee is using an iterative approach to decision making. Determining investments first for SFY22 (July 1, 2021 – June 30, 2022), then for SFY23 (July 1, 2022 – June 30, 2023). This means that additional tasks and/or funds may be added to an LHJ's FPHS SOW as these decisions are made.

These funds are to be used as directed and allocated by the FPHS Steering Committee. As the global COVID-19 pandemic and the public health response to it continues and begins to abate, these FPHS funds can be braided with and used to supplement other short-term pandemic response funding as needed for FPHS activities during this period of performance through 06/30/22. Responding to pandemics, epidemics and public health emergencies are foundational services of the governmental public health system.

Note:

The total biennial funding allocation is for the period of July 1, 2021 through June 30, 2023. The 2021 – 2023 biennial funding allocations will be divided into four six-month lump sum amounts that will be disbursed at the beginning of each six month period as follows: July 1, 2021; January 1, 2022; July 1, 2022; January 1, 2023. Each year, the July payment will be disbursed upon completion of the FPHS Annual Report.

The SFY22 July 1, 2021 disbursement of funds was completed in the 2018-2021 consolidated contract and is included in this statement of work for informational purposes only.

FPHS funds must be spent in the state fiscal year (SFY) in which they are appropriated by the legislature, allocated, and disbursed. Legislative appropriations lapse at the end of each state fiscal year. (RCW 43.88.140)

Spending and spending projections must be reported as required by the FPHS Steering Committee. Funds that are projected to be unspent by the close of the state fiscal year must be reallocated per the process developed by the FPHS Steering Committee to assure that all funds appropriated by the legislature can be spent by the governmental public health system to deliver FPHS within the year that the funds are appropriated. Unspent funds revert to the state treasury and must be returned to DOH by July 15th of each year for return to the Office of Financial Management.

2021 – 2023 Biennium

- SFY22 (July 1, 2021 – June 30, 2022)
- SFY23 (July 1, 2022 – June 30, 2023)

Revision Purpose: N/A

DOH Chart of Accounts Master Index Title	Master Index Code	Assistance Listing Number	BARS Revenue Code	LHJ Funding Period Start Date End Date	Current Allocation	Allocation Change Increase (+)	Total Allocation

FPHS-LHJ-PROVISO (YR1) Note: Total YR1 allocation is for SFY22 (07/01/21-06/30/22)	99202111	N/A	336.04.25	01/01/22	06/30/22	0	690,000	690,000
FPHS-LHJ-PROVISO (YR2)	99202112	N/A	336.04.25	07/01/22	06/30/23	0	690,000	690,000
						0	0	0
						0	0	0
						0	0	0
TOTALS						0	1,380,000	1,380,000

BARS Expenditure. Code 562.xx	FPHS	Tasks / Activities / Short Description	Funds to provide FPHS in: Your jurisdiction	Funds to provide FPHS in: Other jurisdictions	SFY22	SFY23	21-23 BIENNIUM
10-17, 20, 21, 23-29 40-53, 93	All – CD, EPH, CCC, Assessment	Reinforcing Capacity (Assessment, CD, EPH, CCC)	X		250,000	250,000	500,000
10	Assessment	CHA/CHIP	X		30,000	30,000	60,000
20, 21, 23-29, 93	CD	Communicable Disease (CD)	X		135,000	135,000	270,000
24	CD	Hepatitis C	X		30,000	30,000	60,000
40-53, 93	EPH	Environmental Public Health (EPH)	X		245,000	245,000	490,000
				TOTAL	$690,000	$690,000	$1,380,000

Task #	Activity	Deliverables/Outcomes	Due Date/Time Frame	Payment Information and/or Amount
	In coordination with FPHS Steering Committee and Subject Matter Expert (SME) workgroups FPHS funds are to be used to increase delivery of FPHS services statewide as measured through FPHS annual reporting, indicators, metrics and other data compiled and analyzed by contractors, DOH and Subject Matter Expert (SME) Workgroups. Resuts are published in the annual FPHS Investment Report. FPHS indicator metrics available here.	Routine reporting of spending and spending projections. Process and reporting template TBD and provided by the FPHS Steering Committee via DOH. FPHS annual reporting (template provided by the FPHS Steering Committee via DOH).	TBD For SFY22 (07/01/21 – 06/30/22) due by 08/15/22 For SFY23 (07/01/22 – 06/30/23) due by 08/15/23	Each year, the July payment will be disbursed upon completion of the FPHS Annual Report.
1	**Reinforcing Capacity** – <u>These funds are to each LHJ to deliver FPHS in **their own jurisdiction**</u> – In coordination with the FPHS Steering Committee and Subject Matter Expert (SME) Workgroups, provide FPHS Communicable Disease (CD), Environmental Public Health (EPH), Assessment (Surveillance & Epidemiology) and / or any or all of the other FPHS Cross-cutting Capabilities (CCC) as defined in the most current version of the FPHS definitions. Suggested BARS expenditure codes: 652.xx - 10-17, 20, 21, 23-29, 40-53.			

Task #	Activity	Deliverables/Outcomes	Due Date/Time Frame	Payment Information and/or Amount
2	**Assessment – CHA/CHIP** (FPHS definitions G.3) – <u>These funds are to each LHJ to deliver FPHS in their own jurisdiction</u> – In coordination with the FPHS Steering Committee and Subject Matter Expert (SME) Workgroups, conduct and complete a comprehensive community health assessment and identify health priorities arising from that assessment, including analysis of health disparities and the social determinants of health as defined in the most current version of the FPHS definitions. • Conduct a local and/or regional comprehensive community health assessment (CHA) every three to five years in conjunction with community partners. • Develop a local and/or regional community health improvement plan (CHIP) in conjunction with community partners. These funds can be used for any CHA/CHIP activity or service (e.g., data analysis, focus groups, report writing, process facilitation) and may be used to contract with other LHJs for staff time or services. Coordinate with the Spokane Regional Health District to participate in <u>County Health Insights</u>. Suggested BARS expenditure codes: 562.11.			
3	**Communicable Disease (CD)** (FPHS definitions C.1, 2, 3, 4, 6) – <u>These funds are to each LHJ to deliver FPHS in their own jurisdiction</u> – In coordination with the FPHS Steering Committee and Subject Matter Expert (SME) Workgroups, provide FPHS CD services as defined in the most current version of the FPHS definitions. These funds can (and actually are intended to) be braided with temporary pandemic emergency funding such that when those funds run out, FPHS funds can be used to retain staff there were hired with pandemic emergency funds if the jurisdictions desires to retain them and/or to hire additional staff if needed and/or contract with other LHJs for staff time or services for delivering FPHS CD. As the pandemic response wains, staff funded with FPHS funds are to shift focus to providing some or all or the FPHS CD services. This includes maintaining access to and use of data systems created during the pandemic and others under development and case investigation and contact tracing for sexually transmitted disease and other communicable and notifiable conditions within the mandated timeframes. Emphasis should be placed on addressing syphilis and gonorrhea cases. 1. Provide timely, statewide, locally relevant and accurate information statewide and to communities on prevention and control of communicable disease and other notifiable conditions. 2. Identify statewide and local community assets for the control of communicable diseases and other notifiable conditions, develop and implement a prioritized control plan addressing communicable diseases and other notifiable conditions and seek resources and advocate for high priority prevention and control policies and initiatives regarding communicable diseases and other notifiable conditions. 3. Promote immunization through evidence-based strategies and collaboration with schools, health care providers and other community partners to increase immunization rates. 4. Ensure disease surveillance, investigation and control for communicable disease and notifiable conditions in accordance with local, state and federal mandates and guidelines. Suggested BARS expenditure codes: 562.xx – 20, 21, 23-29.			
4	**Communicable Disease – Hepatitis C** (FPHS definitions C.4.o-p) – <u>These funds are to select LHJs to deliver FPHS in their own jurisdiction.</u> – In coordination with the FPHS Steering Committee and Subject Matter Expert (SME) Workgroups, address Hepatitis C cases in the jurisdiction per guidance developed by the statewide FPHS Communicable Disease Workgroup, including, but not limited to: shared priorities, standardized surveillance, minimum standards of practice, common metrics and staffing models. The allocation of these funds is based on burden of disease using the most current Hepatitis C data. Allocations will be revised biennially using updated data. The priorities for the 2021-2023 biennium (July 2021 – June 2023): • Surveillance – entering labs into Washington Disease Reporting System (WDRS), enter acute cases into WDRS. • Investigation – focus on acute cases: people aged 35 or younger, newly diagnosed, pregnant women, people seen in the ED/inpatient, Black, Indigenous and People of Color, or other historically marginalized population, and incorporate Hepatitis B work. Suggested BARS expenditure codes: 562.24.			

Task #	Activity	Deliverables/Outcomes	Due Date/Time Frame	Payment Information and/or Amount
5	**Environmental Public Health (EPH)** (FPHS definitions B.3 & 4) – <u>These funds are to each LHJ to deliver services in their own jurisdiction</u>. In coordination with the FPHS Steering Committee and Subject Matter Expert (SME) Workgroups, these funds are for each LHJ to deliver FPHS EPH services in their jurisdiction as defined in the most current version of the FPHS definitions and supplement existing funding specifically for: • Develop, implement and enforce laws, rules, policies and procedures for maintaining the health and safety of retail food service inspections and shellfish monitoring, that address environmental public health concerns. (B.3.b) • Develop, implement and enforce laws, rules, policies and procedures for ensuring the health and safety of wastewater and facilities, including onsite septic design and inspections, wastewater treatment and reclaimed water, that address environmental public health concerns. (B.3.e) • Develop, implement and enforce laws, rules, policies and procedures for ensuring the health and safety of solid waste and facilities, including hazardous waste streams (e.g. animal waste, solid waste permitting and solid waste inspections), that address environmental public health concerns. (B.3.f) • Develop, implement and enforce laws, rules, policies and procedures for ensuring the health and safety of schools, including through education and plan review that address environmental public health concerns. (B.3.g) These funds can be used to retain, hire and/or contract with other LHJs for staff time or services and for staff training as needed to provide the following FPHS EPH services that are not appropriately funded with fees. Each LHJ will be responsible to report on their progress on FPHS deliverables even if contracted with other LHJs (FPHS funds are intended to build capacity and not intended to justify the reduction of existing fee revenue): • Food Safety (FPHS definitions B.3.b.) – Respond to food safety concerns that are not appropriately funded such as foodborne illness threats, requests for technical assistance and addressing new and emerging business models. Every local jurisdiction in Washington is expected to respond to foodborne illness outbreaks, food safety inquiries and provide preventative education for the general public and technical assistance. • Sewage Safety (FPHS definitions B.3.e-f) – Respond to sewage concerns and public health threats and provide technical assistance that are not appropriately funded to ensure that sewage is handled appropriately to limit potential exposure to sewage. Every local jurisdiction in Washington is expected to ensure sewage is properly managed. On-Site Septic (OSS) permitting, enforcement and providing technical assistance and education to OSS owners are fee funded activities and should be funded through fees or local government who sets the fees. These FPHS funds provide resources to support activities for which a fee cannot be charged such as: responding to OSS failures, surfacing sewage, OSS safety concerns, and similar issues. These funds can also be used for concerns related to large on-site sewage systems, other OSS-related concerns that do not involve locally permittable systems, and other sewage-related issues, regardless of whether they are related to a fee-for-service activity. Examples of activities FPHS funds can be used for: o Work with partners to educate and inform public on OSS monitoring and maintenance o Work with the public, policy makers and partners to assess needs and develop plans and solutions for wastewater management in their communities. o Respond to complaints, act as needed, and assure that failing OSS are identified and promptly repaired. o Conduct Pollution Identification and Correction (PIC) investigations where water quality is impaired to identify failing septic systems and other pollution sources. o Ensure that sewage from both OSS and other sources is adequately handled to create barriers to potential exposure to sewage. o Adequate qualified staff to evaluate proposals, inspect new installations and repairs, assess cause of OSS failure, and comply with requirements in state law. • Schools Safety (FPHS definition B.3.g) – Assure safe and effective learning environments for children attending K-12 schools – public, private and parochial. Every local jurisdiction in Washington is expected to work collaboratively with DOH, ESDs and local school districts and use the model program to assure consistency to regularly evaluate each K-12 for health and safety concerns and provide mandated services per WAC 246-366. Initial priorities include: o Build partnerships with school officials, local boards of education, parent teacher associations, education service districts, and other school focused entities. o Participate with statewide public health groups to standardize school program implementation. o Focus on schools that have not previously been inspected to assess current conditions o Focus on existing elementary schools for first phase of inspections program			

Task #	Activity	Deliverables/Outcomes	Due Date/Time Frame	Payment Information and/or Amount
	▪ Indoor Air Quality ▪ Classroom ▪ Healthy cleaning and indoor environments ▪ Playground ▪ Drinking water (lead) Suggested BARS expenditure codes: 562.xx – 40-53.			

DOH Program and Fiscal Contact Information for all ConCon SOWs can be found on the DOH Finance SharePoint site. Questions related to this SOW, or any other finance-related inquiry, may be sent to finance@doh.wa.gov.

Program Specific Requirements

Program Manual, Handbook, Policy References:
All FPHS Resources – www.doh.wa.gov/fphs or FPHS | Powered by Box

Special References (i.e., RCWs, WACs, etc.):
Link to RCW 43.70.512 – RCW 43.70.512: Public health system—Foundational public health services—Intent. (wa.gov)
Link to RCW 43.70.515 – RCW 43.70.515: Foundational public health services—Funding. (wa.gov)

Definitions:
FPHS Definitions – https://wsalpho.box.com/s/qb6ss10mxbrajx0fla742lw6zcfxzohk

Special Instructions:
There are two different BARS Revenue Codes for "state flexible funds" to be tracked separately and reported separately on your annual BARS report. These two BARS Revenue Codes and definitions from the State Auditor's Office (SAO's) are listed below along with a link to the BARS Manual. 336.04.25 is the new BARS Revenue Code to use for the Foundational Public Health Services (FPHS) funds included in this statement of work.

336.04.24 – County Public Health Assistance
Use this account for the state distribution authorized by the 2013 2ESSB 5034, section 710. The local health jurisdictions are required to provide reports regarding expenditures to the legislature from this revenue source.

336.04.25 – Foundational Public Health Services
Use this account for the funding designated for the local health jurisdictions to provide a set of core services that government is responsible for in all communities in the WA state. This set of core services provides the foundation to support the work of the broader public health system and community partners. At this time the funding from this account is for delivering ANY or all of the FPHS communicable disease services (listed above) and can also be used for the FPHS capabilities that support FPHS communicable disease services as defined in the most current version of FPHS Definitions.

Public Health Budgeting, Accounting and Reporting System (BARS) Resources: www.doh.wa.gov/lhjfunding

DOH Program Contact
Marie Flake, Special Projects, Foundational Public Health Services, Washington State Department of Health

Mobile Phone 360-951-7566 / marie.flake@doh.wa.gov

Exhibit A
Statement of Work
Contract Term: 2022-2024

DOH Program Name or Title: Maternal and Child Health Block Grant - Effective January 1, 2022

Local Health Jurisdiction Name: Clallam County Health & Human Services

Contract Number: CLH31005

SOW Type: Original **Revision # (for this SOW)**

Funding Source	Federal Compliance (check if applicable)	Type of Payment
☒ Federal Subrecipient ☐ State ☐ Other	☒ FFATA (Transparency Act) ☐ Research & Development	☒ Reimbursement ☐ Fixed Price

Period of Performance: January 1, 2022 through September 30, 2022

Statement of Work Purpose: The purpose of this statement of work (SOW) is to support local interventions that impact the target population of the Maternal and Child Health Block Grant.

Revision Purpose: N/A

DOH Chart of Accounts Master Index Title	Master Index Code	Assistance Listing Number	BARS Revenue Code	LHJ Funding Period Start Date	LHJ Funding Period End Date	Current Allocation	Allocation Change Increase (+)	Total Allocation
FFY22 MCHBG LHJ CONTRACTS	78101221	93.994	333.93.99	01/01/22	09/30/22	0	50,187	50,187
						0	0	0
						0	0	0
						0	0	0
						0	0	0
						0	0	0
TOTALS						0	50,187	50,187

Task #	Activity	Deliverables/Outcomes	Due Date/Time Frame	Payment Information and/or Amount
Maternal and Child Health Block Grant (MCHBG) Administration				
1a	Report actual expenditures for the six-month period October 1, 2021 through March 31, 2022	Submit actual expenditures using the MCHBG Budget Workbook to DOH contract manager	May 27, 2022	Reimbursement for actual costs, not to exceed total funding consideration. Action Plan and Progress Reports must only reflect activities paid for with funds provided in this statement of work for the specified funding period. See Program Specific Requirements and Special Billing Requirements.
1b	Develop 2022-2023 MCHBG Budget Workbook for October 1, 2022 through September 30, 2023 using DOH provided template.	Submit MCHBG Budget Workbook to DOH contract manager	September 9, 2022	
Implementation				
2a	Report activities and outcomes of 2022 MCHBG Action Plan using DOH- provided template.	Submit quarterly Action Plan reports to DOH Contract manager	January 15, 2022 April 15, 2022	Reimbursement for actual costs, not to exceed total funding consideration. Action Plan and

Task #	Activity	Deliverables/Outcomes	Due Date/Time Frame	Payment Information and/or Amount
			July 15, 2022	Progress Reports must only reflect activities paid for with funds provided in this statement of work for the specified funding period. See Program Specific Requirements and Special Billing Requirements.
2b	Develop 2022-2023 MCHBG Action Plan for October 1, 2022 through September 30, 2023 using DOH-provided template.	Submit MCHBG Action Plan to DOH contract manager	Draft August 19, 2022 Final- September 9, 2022	
Children and Youth with Special Health Care Needs (CYSHCN)				
3a	Complete Child Health Intake Form (CHIF) using the CHIF Automated System on all infants and children served by the CYSHCN Program as referenced in CYSHCN Program guidance.	Submit CHIF data into Secure Access Washington website: https://secureaccess.wa.gov	January 15, 2022 April 15, 2022 July 15, 2022	Reimbursement for actual costs, not to exceed total funding consideration. Action Plan and Progress Reports must only reflect activities paid for with funds provided in this statement of work for the specified funding period. See Program Specific Requirements and Special Billing Requirements.
3b	Identify unmet needs for CYSHCN on Medicaid and refer to DOH CYSHCN Program for approval to access Diagnostic and Treatment funds to meet the need.	Submit completed Health Services Authorization forms and Central Treatment Fund requests directly to the CYSHCN Program as needed.	30 days after forms are completed.	
3c	Work with partners to share updated local CYSHCN resources with Within Reach / Help Me Grow (HMG).	Review resources for your local area on ParentHelp123.org annually for accuracy and submit any updates to Within Reach.	September 30, 2022	

DOH Program and Fiscal Contact Information for all ConCon SOWs can be found on the DOH Finance SharePoint site. Questions related to this SOW, or any other finance-related inquiry, may be sent to finance@doh.wa.gov.

Federal Funding Accountability and Transparency Act (FFATA) (Applies to federal subrecipient funding.)
This statement of work is supported by federal funds that require compliance with the Federal Funding Accountability and Transparency Act (FFATA or the Transparency Act). The purpose of the Transparency Act is to make information available online so the public can see how the federal funds are spent.

To comply with this act and be eligible to perform the activities in this statement of work, the LHJ must have a Data Universal Numbering System (DUNS®) number.

Information about the LHJ and this statement of work will be made available on USASpending.gov by DOH as required by P.L. 109-282.

Program Specific Requirements

Program Manual, Handbook, Policy References:
Children and Youth with Special Health Care Needs Manual -
https://www.doh.wa.gov/ForPublicHealthandHealthcareProviders/PublicHealthSystemResourcesandServices/LocalHealthResourcesandTools/MaternalandChildHealthBlockGrant/ChildrenandYouthWithSpecialHealthCareNeeds

Health Services Authorization (HSA) Form
http://www.doh.wa.gov/Portals/1/Documents/Pubs/910-002-ApprovedHSA.docx

Restrictions on Funds:

1. At least 30% of federal Title V funds must be used for preventive and primary care services for children and at least 30% must be used services for children with special health care needs. [Social Security Law, Sec. 505(a)(3)].
2. Funds may not be used for:
   a. Inpatient services, other than inpatient services for children with special health care needs or high risk pregnant women and infants, and other patient services approved by Health Resources and Services Administration (HRSA).
   b. Cash payments to intended recipients of health services.
   c. The purchase or improvement of land, the purchase, construction, or permanent improvement of any building or other facility, or the purchase of major medical equipment.
   d. Meeting other federal matching funds requirements.
   e. Providing funds for research or training to any entity other than a public or nonprofit private entity.
   f. Payment for any services furnished by a provider or entity who has been excluded under Title XVIII (Medicare), Title XIX (Medicaid), or Title XX (social services block grant).[Social Security Law, Sec 504(b)].
3. If any charges are imposed for the provision of health services using Title V (MCH Block Grant) funds, such charges will be pursuant to a public schedule of charges; will not be imposed with respect to services provided to low income mothers or children; and will be adjusted to reflect the income, resources, and family size of the individual provided the services. [Social Security Law, Sec. 505 (1) (D)].

Monitoring Visits: Telephone calls with DOH contract manager as needed.

Billing Requirements: Payment is contingent upon DOH receipt and approval of all deliverables and an acceptable A19-1A invoice voucher. Payment to completely expend the "Total Consideration" for a specific funding period will not be processed until all deliverables are accepted and approved by DOH. Invoices must be submitted quarterly by the 30th of each month following the quarter in which the expenditures were incurred and must be based on actual allowable program costs. Billing for services on a monthly fraction of the "Total Consideration" will not be accepted or approved.

Special Instructions: Contact DOH contract manager below for approval of expenses not reflected in approved budget workbook.

MCHBG funds may be expended on COVID-19 response activities that align with maternal and child health priorities. Examples may include:

- Providing support in educating the MCH population about COVID-19 through partnerships with other local agencies, medical providers, and health care organizations.
- Working closely with state and local emergency preparedness staff to assure that the needs of the MCH population are represented.
- Funding infrastructure that supports the response to COVID-19. For example, Public Health Nurses who are routinely supported through the Title V program may be able to be mobilized, using Title V funds or separate emergency funding, to support a call center or deliver health services.
- Partnering with parent networks and health care providers to provide accurate and reliable information to all families.
- Engaging community leaders, including faith-based leaders, to educate community members about strategies for preventing illness

Restrictions listed above continue to apply.

Exhibit A
Statement of Work
Contract Term: 2022-2024

DOH Program Name or Title: Office of Drinking Water Group A Program - Effective January 1, 2022.

Local Health Jurisdiction Name: Clallam County Health & Human Services

Contract Number: CLH31005

SOW Type: Original Revision # (for this SOW)

Funding Source	Federal Compliance (check if applicable)	Type of Payment
☒ Federal Contractor	☒ FFATA (Transparency Act)	☐ Reimbursement
☒ State	☐ Research & Development	☒ Fixed Price
☐ Other		

Period of Performance: January 1, 2022 through December 31, 2022

Statement of Work Purpose: The purpose of this statement of work is to provide funding to the LHJ for conducting sanitary surveys and providing technical assistance to small community and non-community Group A water systems

Revision Purpose: N/A

DOH Chart of Accounts Master Index Title	Master Index Code	Assistance Listing Number	BARS Revenue Code	LHJ Funding Period Start Date	LHJ Funding Period End Date	Current Allocation	Allocation Change Increase (+)	Total Allocation
SANITARY SURVEY FEES (FO-SW) SS-STATE	24232522	N/A	346.26.65	01/01/22	12/31/22	0	5,400	5,400
YR 24 SRF - LOCAL ASST (15%) (FO-SW) SS	24239224	N/A	346.26.64	01/01/22	12/31/22	0	5,400	5,400
YR 24 SRF - LOCAL ASST (15%) (FO-SW) TA	24239224	N/A	346.26.66	01/01/22	12/31/22	0	1,000	1,000
						0	0	0
						0	0	0
						0	0	0
TOTALS						0	11,800	11,800

Task #	Activity	Deliverables/Outcomes	Due Date/Time Frame	Payment Information and/or Amount
1	Trained LHJ staff will conduct sanitary surveys of small community and non-community Group A water systems identified by the DOH Office of Drinking Water (ODW) Regional Office. See Special Instructions for task activity. The purpose of this statement of work is to provide funding to the LHJ for conducting sanitary surveys and	Provide Final* Sanitary Survey Reports to ODW Regional Office. Complete Sanitary Survey Reports shall include: 1. Cover letter identifying significant deficiencies, significant findings, observations, recommendations, and referrals for further ODW follow-up. 2. Completed Small Water System checklist.	Final Sanitary Survey Reports must be received by the ODW Regional Office within **30 calendar days** of conducting the sanitary survey.	Upon ODW acceptance of the Final Sanitary Survey Report, the LHJ shall be paid $400 for each sanitary survey of a non-community system with three or fewer connections. Upon ODW acceptance of the Final Sanitary Survey Report, the LHJ shall be paid $800 for each sanitary survey of a non-community system with four or more connections and each community system. Payment is inclusive of all associated costs such as travel, lodging, per diem.

Task #	Activity	Deliverables/Outcomes	Due Date/Time Frame	Payment Information and/or Amount
	providing technical assistance to small community and non-community Group A water systems.	3. Updated Water Facilities Inventory (WFI). 4. Photos of water system with text identifying features 5. Any other supporting documents. *Final Reports reviewed and accepted by the ODW Regional Office.		Payment is authorized upon receipt and acceptance of the Final Sanitary Survey Report within the 30-day deadline. Late or incomplete reports may not be accepted for payment.
2	Trained LHJ staff will conduct Special Purpose Investigations (SPI) of small community and non-community Group A water systems identified by the ODW Regional Office. See Special Instructions for task activity.	Provide completed SPI Report and any supporting documents and photos to ODW Regional Office.	Completed SPI Reports must be received by the ODW Regional Office within **2 working days** of the service request.	Upon acceptance of the completed SPI Report, the LHJ shall be paid **$800** for each SPI. Payment is inclusive of all associated costs such as travel, lodging, per diem. Payment is authorized upon receipt and acceptance of completed SPI Report within the 2-working day deadline. Late or incomplete reports may not be accepted for payment.
3	Trained LHJ staff will provide direct technical assistance (TA) to small community and non-community Group A water systems identified by the ODW Regional Office. See Special Instructions for task activity.	Provide completed TA Report and any supporting documents and photos to ODW Regional Office.	Completed TA Report must be received by the ODW Regional Office within **30 calendar days** of providing technical assistance.	Upon acceptance of the completed TA Report, the LHJ shall be paid for each technical assistance activity as follows: • Up to 3 hours of work: **$250** • 3-6 hours of work: **$500** • More than 6 hours of work: **$750** Payment is inclusive of all associated costs such as consulting fee, travel, lodging, per diem. Payment is authorized upon receipt and acceptance of completed TA Report within the 30-day deadline. Late or incomplete reports may not be accepted for payment.
4	LHJ staff performing the activities under tasks 1, 2 and 3 attend periodic required survey training as directed by DOH. See Special Instructions for task activity.	For training attended in person, prior to attending the training, submit an "Authorization for Travel (Non-Employee)" DOH Form 710-013 to the ODW Program Contact for approval (to ensure enough funds are available).	Annually	For training attended in person, LHJ shall be paid mileage, per diem, lodging, and registration costs as approved on the pre-authorization form in accordance with the current rates listed on the OFM Website http://www.ofm.wa.gov/resources/travel.asp

DOH Program and Fiscal Contact Information for all ConCon SOWs can be found on the DOH Finance SharePoint site. Questions related to this SOW, or any other finance-related inquiry, may be sent to finance@doh.wa.gov.

Federal Funding Accountability and Transparency Act (FFATA) (Applies to federal grant awards.)
This statement of work is supported by federal funds that require compliance with the Federal Funding Accountability and Transparency Act (FFATA or the Transparency Act). The purpose of the Transparency Act is to make information available online so the public can see how the federal funds are spent.

To comply with this act and be eligible to perform the activities in this statement of work, the LHJ must have a Data Universal Numbering System (DUNS®) number.

Information about the LHJ and this statement of work will be made available on USASpending.gov by DOH as required by P.L. 109-282.

Program Manual, Handbook, Policy References: Field Guide (DOH Publication 331-486).

Special References:
Chapter 246-290 WAC is the set of rules that regulate Group A water systems. By this statement of work, ODW contracts with the LHJ to conduct sanitary surveys (and SPIs and provide technical assistance) for small community and non-community water systems with groundwater sources. ODW retains responsibility for conducting sanitary surveys (and SPIs and provide technical assistance) for small community and non-community water systems with surface water sources, large water systems, and systems with complex treatment.

LHJ staff assigned to perform activities under tasks 1, 2, and 3 must be trained and approved by ODW prior to performing work. See special instructions under Task 4, below.

Special Billing Requirements
The LHJ shall submit quarterly invoices within 30 days following the end of the quarter in which work was completed, noting on the invoice the quarter and year being billed for. Payment cannot exceed a maximum accumulative fee of **$10,800** for **Task 1**, and **$1,000** for **Task 2, Task 3 and Task 4** combined during the contracting period, to be paid at the rates specified in the Payment Method/Amount section above. When invoicing for sanitary surveys, bill half to BARS Revenue Code 346.26.64 and half to BARS Revenue Code 346.26.65.

When invoicing for **Task 1**, submit the list of WS Name, ID #, Amount Billed, Survey Date and Letter Date for which you are requesting payment.
When invoicing for **Task 2-3**, submit the list of WS Name, ID #, TA Date and description of TA work performed, and Amount Billed.
When invoicing for **Task 4**, submit receipts and the signed pre-authorization form for non-employee travel to the ODW Program Contact below and a signed A19-1A Invoice Voucher to DOH Grants Management, billing to BARS Revenue Code 346.26.66 under Technical Assistance (TA).

Special Instructions
Task 1
Trained LHJ staff will evaluate the water system for physical and operational deficiencies and prepare a Final Sanitary Survey Report which has been accepted by ODW. Detailed guidance is provided in the *Field Guide for Sanitary Surveys, Special Purpose Investigations and Technical Assistance* (Field Guide). The sanitary survey will include an evaluation of the following eight elements: source; treatment; distribution system; finished water storage; pumps, pump facilities and controls; monitoring, reporting and data verification; system management and operation; and certified operator compliance. If a system is more complex than anticipated or other significant issues arise, the LHJ may request ODW assistance.

- No more than 3 surveys of non-community systems with three of fewer connection be completed between January 1, 2022 and December 31, 2022.
- No more than 12 surveys of non-community systems with four or more connections and all community systems to be completed between January 1, 2022 and December 31, 2022.

The process for assignment of surveys to the LHJ, notification of the water system, and ODW follow-up with unresponsive water systems; and other roles and responsibilities of the LHJ are described in the Field Guide.

Task 2
Trained LHJ staff will perform Special Purpose Investigations (SPIs) as assigned by ODW. SPIs are inspections to determine the cause of positive coliform samples or the cause of other emergency conditions. SPIs may also include sanitary surveys of newly discovered Group A water systems. Additional detail about conducting SPIs is described in the Field Guide. The ODW Regional Office must authorize in advance any SPI conducted by LHJ staff.

Task 3
Trained LHJ staff will conduct Technical Assistance as assigned by ODW. Technical Assistance includes assisting water system personnel in completing work or verifying work has been addressed as required, requested, or advised by the ODW to meet applicable drinking water regulations. Examples of technical assistance activities are described in the Field Guide. The ODW Regional Office must authorize in advance any technical assistance provided by the LHJ to a water system.

Task 4
LHJ staff assigned to perform activities under tasks 1, 2, and 3 must be trained and approved by ODW prior to performing work.

If required trainings, workshops or meetings are not available, not scheduled, or if the LHJ staff person is unable to attend these activities prior to conducting assigned tasks, the LHJ staff person may, with ODW approval, substitute other training activities to be determined by ODW. Such substitute activities may include one-on-one training with ODW staff, co-surveys with ODW staff, or other activities as arranged and pre-approved by ODW. LHJ staff may not perform the activities under tasks 1, 2, and 3 without completing the training that has been arranged and approved by ODW.

Exhibit A
Statement of Work
Contract Term: 2022-2024

DOH Program Name or Title: Office of Immunization COVID-19 Vaccine - Effective January 1, 2022

Local Health Jurisdiction Name: Clallam County Health & Human Services

Contract Number: CLH31005

SOW Type: Original Revision # (for this SOW)

Period of Performance: January 1, 2022 through June 30, 2024

Funding Source	Federal Compliance (check if applicable)	Type of Payment
☒ Federal Subrecipient ☐ State ☐ Other	☒ FFATA (Transparency Act) ☐ Research & Development	☒ Reimbursement ☐ Fixed Price

Statement of Work Purpose: The purpose of this statement of work (SOW) is to provide funding to conduct COVID-19 vaccine activities.

Revision Purpose: N/A

DOH Chart of Accounts Master Index Title	Master Index Code	Assistance Listing Number	BARS Revenue Code	LHJ Funding Period Start Date	LHJ Funding Period End Date	Current Allocation	Allocation Change Increase (+)	Total Allocation
COVID19 Vaccines R4	74310230	93.268	333.93.26	01/01/22	06/30/24	0	359,803	359,803
						0	0	0
						0	0	0
						0	0	0
						0	0	0
						0	0	0
TOTALS						0	359,803	359,803

Task #	Activity	Deliverables/Outcomes	Due Date/Time Frame	Payment Information and/or Amount
3.A	Identify activity/activities to support COVID vaccine response in your community, using the examples below as a guideline. **Example 1:** Develop and implement communication strategies with health care providers, community, and/or other partners to help build vaccine confidence broadly and among groups anticipated to receive early vaccination, as well as dispel vaccine misinformation. Document and provide a plan that shows the communication strategies used with health care providers and other partners and the locally identified population anticipated to reach. **Example 2:** Engage in other vaccination planning activities such as partnership development, provider education, vaccination point of dispensing (POD) planning, tabletop	Summary of the engagement strategies to be used with health care providers and other partners, and the locally identified population to be reached.	January 31, Annually	Reimbursement for actual costs incurred, not to exceed total funding consideration amount.

Task #	Activity	Deliverables/Outcomes	Due Date/Time Frame	Payment Information and/or Amount
	exercises, engagement with communities, leaders, non-traditional provider, or vulnerable populations to develop strategies to ensure equitable access to vaccination services			
3.B	Implement the communication strategies or other activities, working with health care providers and other partners to reach the locally identified population, support providers in vaccination plans, and support equitable access to vaccination services.	Mid-term written report describing activity/activities and progress made to-date and strategies used (template to be provided)	June 30, Annually	Reimbursement for actual costs incurred, not to exceed total funding consideration amount.
3.C	Catalog activities and conduct an evaluation of the strategies used	Final written report, showing the strategies used and the final progress of the reach (template to be provided)	December 31, Annually	Reimbursement for actual costs incurred, not to exceed total funding consideration amount.
3.D	Between January 1, 2022 and February 28, 2022, perform as a vaccine depot to provide COVID vaccine. Duties include ordering and redistributing of COVID-19 vaccine, assure storage space for minimum order sizes, initiating transfer in the Immunization Information System (IIS), coordinate with providers for physical transport of doses, and maintaining inventory of COVID vaccine by manufacturer.	a. Complete a redistribution agreement. b. Report inventory reconciliation page. c. Report lost (expired, spoiled, wasted) vaccine to the IIS. d. Report transfer doses in the IIS and VaccineFinder. e. Monitor and maintain vaccine temperature logs from digital data logger and/or the temperature monitoring system for a minimum of 3 years.	a. Complete by January 31 (if not previously submitted) b. Reconcile and submit inventory once monthly in the IIS. c. Report lost vaccine within 72 hours in the IIS. d. Update within 24 hours from when transfers occur. e. Download as needed (retain temperature data on site for 3 years)	Reimbursement for actual costs incurred, not to exceed total funding consideration amount.
3.E	As needed to meet community needs, expand operations to increase vaccine throughput (i.e., providing vaccinations during evenings, overnight, and on weekends). Activities may include vaccine strike teams, mobile vaccine clinics, satellite clinics, temporary, or off-site clinics to travel and provide vaccination services in non-traditional settings, or to supplement the work of local health departments in underserved communities, and may include administration costs for other vaccines co-administered at the events. These activities may be done by the local health department or in collaboration with community partners. (See Restrictions on Funds below)	Quarterly reports summarizing quantity, type, and frequency of activities	March 31, Annually June 30, Annually	Reimbursement for actual costs incurred, not to exceed total funding consideration amount.
3.F	At the LHJ discretion, provide incentives to persons receiving COVID vaccine, adhering to *LHJ Guidance for COVID Initiatives Application* requirements and allowable/unallowable use of federal funds.	a. LHJ Incentive Plan Proposal b. Quarterly report that summarizes quantity of incentives purchased and distributed	a. Prior to implementing b. March 31, Annually June 30, Annually	Reimbursement for actual costs incurred, not to exceed total funding consideration amount.

DOH Program and Fiscal Contact Information for all ConCon SOWs can be found on the DOH Finance SharePoint site. Questions related to this SOW, or any other finance-related inquiry, may be sent to finance@doh.wa.gov.

Federal Funding Accountability and Transparency Act (FFATA) (Applies to federal grant awards.)
This statement of work is supported by federal funds that require compliance with the Federal Funding Accountability and Transparency Act (FFATA or the Transparency Act). The purpose of the Transparency Act is to make information available online so the public can see how the federal funds are spent.

To comply with this act and be eligible to perform the activities in this statement of work, the LHJ must have a Data Universal Numbering System (DUNS®) number.

Information about the LHJ and this statement of work will be made available on USASpending.gov by DOH as required by P.L. 109-282.

Exhibit A
Statement of Work
Contract Term: 2022-2024

DOH Program Name or Title: OSS LMP Implementation - Effective January 1, 2022

Local Health Jurisdiction Name: Clallam County Health & Human Services

Contract Number: CLH31005

SOW Type: Original Revision # (for this SOW)

Period of Performance: January 1, 2022 through December 31, 2023

Funding Source	Federal Compliance (check if applicable)	Type of Payment
☐ Federal <Select One>	☐ FFATA (Transparency Act)	☒ Reimbursement
☒ State	☐ Research & Development	☐ Fixed Price
☐ Other		

Statement of Work Purpose: The purpose of this statement of work is to fund implementation of the on-site sewage system (OSS) local management plan (LMP).

Revision Purpose: N/A

DOH Chart of Accounts Master Index Title	Master Index Code	Assistance Listing Number	BARS Revenue Code	LHJ Funding Period Start Date	LHJ Funding Period End Date	Current Allocation	Allocation Change Increase (+)	Total Allocation
SMALL ONSITE MANAGEMENT (ALEA)	26705100	N/A	334.04.93	01/01/22	06/30/22	0	22,500	22,500
WASTEWATER MANAGEMENT - GFS	26701100	N/A	334.04.93	01/01/22	06/30/22	0	0	0
SMALL ONSITE MANAGEMENT (ALEA)	26705100	N/A	334.04.93	07/01/22	06/30/23	0	15,000	15,000
WASTEWATER MANAGEMENT - GFS	26701100	N/A	334.04.93	07/01/22	06/30/23	0	30,000	30,000
						0	0	0
						0	0	0
TOTALS						0	67,500	67,500

Task #	Activity	Deliverables/Outcomes	Due Date/Time Frame	Payment Information and/or Amount
1	**Local Management Plan Administration** This task is to fund the required financial and reporting activities necessary to meet state DOH and Auditor requirements including administration of LHJ local management plan and OSS loan program. Also included are activities such as: attending necessary meetings (including travel costs) and training that is germane to the overall project; and supplies and services needed to complete tasks. Clallam County Environmental Health Department (EHD) staff will also participate in meetings and conferences on regional projects including Puget Sound On-site Sewage Funding Programs and Best Management Project.	• Meet reporting requirements, including: o Electronic copy of progress report and mapping data including: ▪ Number of systems with known system type. ▪ Number of septic systems with current inspections. ▪ Number of septic failures • Attend DOH sponsored meetings. • Attend any necessary training.	Report Due Date: June 15, 2022 January 15, 2023 June 15, 2023 December 31, 2023 Task is ongoing throughout the project period.	$16,875

Task #	Activity	Deliverables/Outcomes	Due Date/Time Frame	Payment Information and/or Amount
		• Attend meetings and conferences on regional projects as needed.		
2	**Data Management & QA/QC** Clallam County EHD is in the process of developing & maintaining quality assurance / quality control (QA/QC) on operation and maintenance (O&M) tracking methods for all septic systems in the OSS database developed in previous biennium funding rounds. Tasks include • Updating address and parcel records for related O&M cases as needed and investigating previous on-site sewage system (OSS) designation; • Performing outlier analysis of existing data sets and correcting systemic errors as needed; • Continuing to track and report on failing systems; • Updating our database by entering inspection reports, existing hard copy permits and as-built drawings; • Tracking and mapping progress in identifying unknown OSS and performing necessary database updates; and, Continue to scan additional records as located or submitted.	• QA/QC of database to address information for tracking permits. • Continue to make database updates and reporting function improvements. • Enter OSS inspection and other related records in the database (i.e. keep database current). • Prepare and manipulate data for mapping and reporting purposes. • Produce GIS maps of OSS in the marine recovery areas (MRA). • Maintain OSS records available online.	Report Due Date: June 15, 2022 January 15, 2023 June 15, 2023 December 31, 2023 Task is ongoing throughout the project period.	$33,750
3	**OSS Owner Outreach & Education** LHJ will offer Septics 101 and Septics 201 clinics to homeowners, and perform other educational activities as needed, such as staffing booths at local festivals and presenting to local groups. Classroom instruction is needed to supplement online trainings to serve all populations. Septics 101 is focused on homeowner education and provides information about septic system maintenance and the importance of having systems inspected regularly. Septics 201 provides homeowners an overview of the What, Why, & How of safely inspecting their septic system. If Septics 201 is completed appropriately, it can provide the OSS owner with certification to perform their own septic inspections under certain eligibility conditions. DVD and CD copies of Septics 101 and 201 will be generated and made available to Clallam County libraries and at the EHD counter for loan to OSS owners who are not computer savvy or do not have a high-speed internet connection.	• Hold up to three (3) Septic in-person, or virtual, clinics for general public. Whether Septics 101 or Septics 201 is presented will depend on public requests. • Copy Septics 101 and 201 videos to CD and DVDs for loan at Clallam County libraries and the EH counter. • Other educational activities as needed such as participating at festivals and presenting septic information to local community groups or school events.	Report Due Date: June 15, 2022 January 15, 2023 June 15, 2023 December 31, 2023 Task is ongoing throughout the project period.	$11,475
4	**Incentives** This task is to provide incentives to homeowners for having septic system inspections performed; unknown septic systems located, and diagrams of the system developed; septic tank pumping, if appropriate; and OSS upgraded to make systems easily accessible	• Subsidize the cost of OSS inspections, locates, pumping, and/or upgrades to facilitate future inspections, while funding lasts.	Report Due Date: June 15, 2022 January 15, 2023 June 15, 2023 December 31, 2023	$5,400

Task #	Activity	Deliverables/Outcomes	Due Date/Time Frame	Payment Information and/or Amount
	for future inspections. OSS upgrades could include installing risers on the OSS access points, observation ports, or other improvements.	• Anticipate providing at least thirty (30) incentives.	Task is ongoing throughout the project period.	

DOH Program and Fiscal Contact Information for all ConCon SOWs can be found on the DOH Finance SharePoint site. Questions related to this SOW, or any other finance-related inquiry, may be sent to finance@doh.wa.gov.

Program Specific Requirements

Restrictions on Funds:
These funds can NOT be used for local match to federal grants.

Special References:
WAC 246-272A and RCW 70A.110

State funds from the Aquatic Lands Enhancement Account must be used to implement elements and activities of the local on-site sewage management plans that do not conflict with and are consistent with the goals, strategies, objectives, and actions of the Puget Sound Action Agenda.

Definitions:
Failure: A condition of an on-site sewage system or component that threatens the public health by inadequately treating sewage or by creating a potential for direct or indirect contact between sewage and the public. Examples of failure include: (a) Sewage on the surface of the ground; (b) Sewage backing up into a structure caused by slow soil absorption of septic tank effluent; (c) Sewage leaking from a sewage tank or collection system; (d) Cesspools or seepage pits where evidence of ground water or surface water quality degradation exists; (e) Inadequately treated effluent contaminating ground water or surface water; or (f) Noncompliance with standards stipulated on the permit.

Maintenance and Monitoring: The actions necessary to keep the on-site sewage system components functioning as designed. Periodic or continuous checking of an on-site sewage system, which is performed by observations and measurements, to determine if the system is functioning as intended and if system maintenance is needed. Monitoring also includes maintaining accurate records that document monitoring activities.

Billing Requirements:
1. Billings are submitted on an A19-1A form, which is provided by DOH.
2. A19-1A forms may be submitted monthly and must be submitted bi-monthly at minimum.

Special Instructions:
Semi-annual progress reports, including marine recovery area (MRA) mapping data, are due to DOH via email to mail to: Roger.Parker @doh.wa.gov and taylor.warren@doh.wa.gov. Progress Report Due Dates: January 15, 2022, June 15, 2022, December 31, 2022 June 15, 2023 *and December 31, 2023*.

The report format will be provided by DOH and may be modified throughout the contract period via email announcement.

Exhibit A
Statement of Work
Contract Term: 2022-2024

DOH Program Name or Title: Recreational Shellfish Activities - Effective January 1, 2022

Local Health Jurisdiction Name: Clallam County Health & Human Services

SOW Type: Original Revision # (for this SOW)

Contract Number: CLH31005

Funding Source	Federal Compliance (check if applicable)	Type of Payment
☐ Federal <Select One>	☐ FFATA (Transparency Act)	☒ Reimbursement
☒ State	☐ Research & Development	☐ Fixed Price
☐ Other		

Period of Performance: January 1, 2022 through June 30, 2023

Statement of Work Purpose: The purpose of this statement of work (SOW) is to provide funds for shellfish harvesting safety.

Revision Purpose: N/A

DOH Chart of Accounts Master Index Title	Master Index Code	Assistance Listing Number	BARS Revenue Code	LHJ Funding Period Start Date	LHJ Funding Period End Date	Current Allocation	Allocation Change Increase (+)	Total Allocation
Rec. Shellfish/Biotoxin	26402600	N/A	334.04.93	01/01/22	06/30/23	0	7,500	7,500
						0	0	0
						0	0	0
						0	0	0
						0	0	0
TOTALS						0	0	0
						0	**7,500**	**7,500**

Task #	Activity	Deliverables/Outcomes	Due Date/Time Frame	Payment Information and/or Amount
1	Biotoxin Monitoring • Collect monitoring samples on schedule according to Department of Health (DOH) Biotoxin Monitoring Plan, coordinate deviations from the schedule with DOH, notify DOH in advance if samples cannot be collected. • Conduct emergency biotoxin sampling when needed. • Post / remove recreational shellfish warning and / or classification signs on beaches and restock cages as needed. • Issue biotoxin news releases during biotoxin closures in Clallam County. • This task may also include recruiting, training, and coordination of volunteers, and fuel reimbursement funds for volunteer biotoxin monitoring.	Submit annual report on DOH approved format of activities for the year, including the number of sites monitored and samples collected, and number and names of beaches posted with signs.	Email Report to DOH by February 15, 2023 (See Special Instructions below.)	$7,100

Task #	Activity	Deliverables/Outcomes	Due Date/Time Frame	Payment Information and/or Amount
2	Outreach • Staff educational booths at local events. • Distribute safe shellfish harvesting information.	Submit annual report including the number of events staffed and amount of educational materials distributed.	Email Report to DOH by: February 15, 2023 (See Special Instructions below.)	$400

DOH Program and Fiscal Contact Information for all ConCon SOWs can be found on the DOH Finance SharePoint site. Questions related to this SOW, or any other finance-related inquiry, may be sent to finance@doh.wa.gov.

Program Specific Requirements

Program Manual, Handbook, Policy References:
Department of Health's Biotoxin Monitoring Plan

Special References (i.e., RCWs, WACs, etc.):
Chapter 246-280 WAC
http://www.doh.wa.gov/CommunityandEnvironment/Shellfish/RecreationalShellfish
http://www.doh.wa.gov/AboutUs/ProgramsandServices/EnvironmentalPublicHealth/EnvironmentalHealthandSafety/ShellfishProgram/Biotoxins

Billing Requirements:

1. Billings are submitted on an A19-1A form, which is provided by DOH.
2. A19-1A forms may be submitted monthly and must be submitted bi-monthly at minimum.

Special Instructions:
Report for work performed in 2022 must be submitted via email to Liz Maier (liz.maier@doh.wa.gov) by February 15, 2023.
The report format will be provided by DOH and may be modified throughout the period of performance via email announcement.

Exhibit A
Statement of Work
Contract Term: 2022-2024

DOH Program Name or Title: WIC Nutrition Program - Effective January 1, 2022

Local Health Jurisdiction Name: Clallam County Health & Human Services

Contract Number: CLH31005

SOW Type: Original Revision # (for this SOW)

Period of Performance: January 1, 2022 through December 31, 2024

Funding Source	Federal Compliance (check if applicable)	Type of Payment
☒ Federal Subrecipient	☒ FFATA (Transparency Act)	☒ Reimbursement
☐ State	☐ Research & Development	☐ Fixed Price
☐ Other		

Statement of Work Purpose: The purpose is to provide Women, Infants, and Children (WIC) Nutrition Program services by following WIC federal regulations, WIC state office policies and procedures, WIC directives, and other rules. Refer to the Program Specific Requirements section of this document.

Revision Purpose: N/A

DOH Chart of Accounts Master Index Title	Master Index Code	Assistance Listing Number	BARS Revenue Code	LHJ Funding Period Start Date	LHJ Funding Period End Date	Current Allocation	Allocation Change Increase (+)	Total Allocation
FFY22 USDA WIC CLIENT SVS CONTRACTS	76101234	10.557	333.10.55	01/01/22	09/30/22	0	183,775	183,775
FFY23 USDA WIC CLIENT SVS CONTRACTS	76101244	10.557	333.10.55	10/01/22	09/30/23	0	60,325	60,325
						0	0	0
						0	0	0
						0	0	0
						0	0	0
TOTALS						**0**	**244,100**	**244,100**

Task #	Activity	Deliverables/Outcomes	Due Date/Time Frame	Payment Information and/or Amount
1	**WIC Nutrition Program**			See "Billing Requirements" below.
1.1	Maintain authorized participating caseload at 100% based on quarterly average as determined from monthly caseload management reports generated at state WIC office. The Department of Health (Department) State WIC Nutrition Program has the option of reducing authorized participating caseload and corresponding funding when: 1. Unanticipated funding situations occur. 2. Reallocations are necessary to redistribute caseload statewide. 3. Caseload declines.	Outcomes based on monthly participation data from state WIC caseload management reports.	**Authorized participating caseload for January 2022 through December 2024 = 915**	

Task #	Activity	Deliverables/Outcomes	Due Date/Time Frame	Payment Information and/or Amount
1.2	Submit the annual Nutrition Services Plan for each year of the contract.	Nutrition Services Plan	First year due 9/30/22 Second year due 9/30/23	Payment withheld if not received by due date.
1.3	Submit the annual Nutrition Services Expenditure Report for each year of the contract.	Nutrition Services Expenditure Report	11/30/22 11/30/23	Payment withheld if not received by due date.
1.4	Tell participants about other health services in the agency. If needed, develop written agreements with other health care agencies and refer participants to these services.	Documentation must be available for review by WIC monitor staff.	Biennial WIC Monitor	
1.5	Provide nutrition education services to participants and caregivers in accordance with federal and state requirements.	Documentation must be available for review by WIC monitor staff.	Biennial WIC Monitor	
1.6	Issue WIC benefits while assuring adequate WIC card security and reconciliation.	Documentation must be available for review by WIC monitor staff.	Biennial WIC Monitor	
1.7	Collect data, maintain records, and submit reports to effectively enforce the non-discrimination laws (Refer to Civil Rights Assurances below).	Documentation must be available for review by WIC monitor staff.	Biennial WIC Monitor	
1.8a	Submit entire WIC and Breastfeeding Peer Counseling Budget Workbook for each year of the contract	Budget Workbook	First year due 9/30/22 Second year due 9/30/23	
1.8b	Submit Rev-Exp Report spreadsheet from the WIC Budget Workbook monthly with A-19	Revenue and Expense Report and A-19	First year due monthly through December 31, 2022 Second year due monthly through December 31, 2023	
2	**Breastfeeding Promotion**			See "Billing Requirements" below.
2.1	Provide breastfeeding promotion activities in accordance with federal and state requirements.	Status report of chosen activities in Nutrition Services Plan. Documentation must be available for review by WIC monitor staff.	First year due 11/30/22 Second year due 11/30/23 Biennial WIC Monitor	
2.2	Work with community partners to improve practices that affect breastfeeding. Choose one or more of the following projects: ▪ Provide staff, health care providers and community partners virtual breastfeeding training resources. ▪ Work with employers who likely employ low-income people to create worksite environments that support breastfeeding. ▪ Work with birthing hospitals to improve maternity care practices that affect WIC participant breastfeeding rates.	Status report of chosen activities in Nutrition Services Plan. Documentation must be available for review by WIC monitor staff.	First year due 8/30/22 Second year due 8/30/23 Biennial WIC Monitor	

Task #	Activity	Deliverables/Outcomes	Due Date/Time Frame	Payment Information and/or Amount
	• Provide participants access to lactation consultants. Other projects will need pre-approval from the State WIC Office			
3	**Farmers Market Nutrition Program (FMNP)**			See "Billing Requirements" below.
3.1	Distribute all Farmers Market Nutrition Program checks to eligible WIC participants between June and September 30 of current year.	Send completed readable copy of FMNP check registers to State WIC office on a weekly basis following FMNP procedures. Documentation must be available for review by WIC monitor staff.	Weekly June-Sept. 2022 and June-Sept. 2023 All sent by Oct. 1, 2022 and by Oct. 1, 2023 Biennial WIC Monitor	

DOH Program and Fiscal Contact Information for all ConCon SOWs can be found on the DOH Finance SharePoint site. Questions related to this SOW, or any other finance-related inquiry, may be sent to finance@doh.wa.gov.

Federal Funding Accountability and Transparency Act (FFATA) (Applies to federal grant awards.)
This statement of work is supported by federal funds that require compliance with the Federal Funding Accountability and Transparency Act (FFATA or the Transparency Act). The purpose of the Transparency Act is to make information available online so the public can see how the federal funds are spent.

To comply with this act and be eligible to perform the activities in this statement of work, the LHJ must have a Data Universal Numbering System (DUNS®) number.

Information about the LHJ and this statement of work will be made available on USASpending.gov by DOH as required by P.L. 109-282.

Program Specific Requirements
Program Manual, Handbook, Policy References:
The LHJ shall be responsible for providing services according to rules, regulations and other information contained in the following:

- WIC Federal Regulations, USDA, and FNS 7CFR Part 246.
- Washington State WIC Nutrition Program Policy and Procedure Manual
- Office of Management and Budget, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 CFR 200
- Farmers Market Nutrition Program Federal Regulations, USDA, FNS 7CFR Part 248
- Other directives issued during the term of the contract

Staffing Requirements:
The LHJ shall:

- Use Competent Professional Authority staff, as defined by WIC policy, to determine participant eligibility, prescribe an appropriate food package and offer nutrition education based on the participants' needs.
- Use a Registered Dietitian (RD) or other qualified nutritionist to provide nutrition services to high risk participants, to include development of a high-risk care plan. The RD is also responsible for quality assurance of WIC nutrition services. See WIC Policy for qualifications for a Registered Dietitian and other qualified nutritionist.

- Assign a qualified person to be the Breastfeeding Coordinator to organize and direct local agency efforts to meet federal and state policies regarding breastfeeding promotion and support. The Breastfeeding Coordinator must be an International Board Certified Lactation Consultant or attend an intensive lactation management course, or other state approved training.

Restrictions on Funds:
The LHJ shall follow the instructions found in the Policy and Procedure Manual under WIC Allowable Costs and 2 CFR Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

Special References:
What is the WIC program?

1. The WIC program in the state of Washington is administered by the Department of Health.
2. The WIC program is a federally funded program established in 1972 by an amendment to the Child Nutrition Act of 1966. The purpose of the program is to provide nutrition and health assessment; nutrition education; nutritious food; breastfeeding counseling; and referral services to pregnant, breastfeeding, and postpartum women, infants, and young children in specific risk categories.
3. Federal regulations governing the WIC program (7 CFR Part 246) require implementation of standards and procedures to guide the state's administration of the WIC program. These regulations define the rights, responsibilities, and legal procedures of WIC employees, participants, persons acting on behalf of a participant, and retailers. They are designed to promote:
   a. High quality nutrition services;
   b. Consistent application of policies and procedures for eligibility determination;
   c. Consistent application of policies and procedures for food benefit issuance and delivery; and
   d. WIC program compliance.
4. The WIC program implements policies and procedures stated in program manuals, handbooks, contracts, forms, and other program documents approved by the USDA Food and Nutrition Service.
5. The WIC program may impose sanctions against WIC participants for not following WIC program rules stated on the WIC rights and responsibilities.
6. The WIC program may impose monetary penalties against persons who misuse WIC benefits or WIC food but who are not WIC participants.

Monitoring Visits:
Program and fiscal monitoring are done on a biennial (every two years) basis and are conducted onsite.
The LHJ must maintain on file and have available for review, audit and evaluation:

- All criteria used for certification, including information on income, nutrition risk eligibility and referrals
- Program requirements
- Nutrition education
- All financial records

Assurances/Certifications:

1. **Computer Equipment Loaned by the Department of Health WIC Nutrition Program**
   In order to perform WIC program activities, the Department requires computer equipment, such as computers, signature pads, document scanners, card readers and printers to be in local WIC clinics or to be transported to mobile clinics. This equipment ("Loaned Equipment") is owned by the Department and loaned to the local agency (Contractor). The Loaned Equipment is supported by the Department. This equipment shall be used for WIC business only or according to WIC Policy and Procedures.

   An inventory of Loaned Equipment is kept by the Department. Each time Loaned Equipment is changed, the parties shall complete the Equipment Transfer Form and the Department updates the inventory. A copy of the Transfer Form will be provided to the contractor. Copies of the updated inventory list may be requested at any time.

   The LHJ agrees to:

a. Defend, protect and hold harmless the Department or any of its employees from any claims, suits or actions arising from the use of this Loaned Equipment.
b. Assume responsibility for any loss or damage from abnormal wear or use, or from inappropriate storage or transportation. The Department may enforce this by:
   1) Requiring reimbursement from the LHJ of the value of the Loaned Equipment at the time of the loss or damage.
   2) Requiring the LHJ to replace the Loaned Equipment with equipment of the same type, manufacturer, and capabilities (as pre-approved by the Department), or
   3) Assertion of a lien against the Contractor's property.
c. Notify the Department immediately of any damage to Loaned Equipment.
d. Notify the Department prior to moving or replacing any Loaned Equipment.

The Department recommends Contractors carry insurance against possible loss or theft.

2. **Civil Rights Assurance**
   a. The LHJ shall perform all services and duties necessary to comply with federal law in accordance with the following Civil Rights Assurance.
   b. "The Program applicant hereby agrees that it will comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.), Title IX of the Education Amendments of 1972 (20 U.S.C. 1681 et seq.), Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.); all provisions required by the implementing regulations of the Department of Agriculture; Department of Justice Enforcement Guidelines, 28 CFR 50.3 and 42; and FNS directives and guidelines, to the effect that, no person shall, on the ground of race, color, national origin, sex, age or handicap, be excluded from participation in, be denied benefits of, or otherwise be subject to discrimination under any program or activity for which the Program applicant receives Federal financial assistance from FNS; and hereby gives assurance that it will immediately take measures necessary to effectuate this agreement.
   c. "By accepting this assurance, the Program applicant agrees to compile data, maintain records and submit reports as required, to permit effective enforcement of the nondiscrimination laws and permit authorized USDA personnel during normal working hours to review such records, books and accounts as needed to ascertain compliance with the nondiscrimination laws. If there are any violations of this assurance, the Department of Agriculture, Food and Nutrition Service, shall have the right to seek judicial enforcement of this assurance. This assurance is binding on the Program applicant, its successors, transferees, and assignees, as long as it receives assistance or retains possession of any assistance from the Department. The person or persons whose signatures appear on the contract are authorized to sign this assurance on behalf of the Program applicant."

3. **2CFR 200**
   The LHJ shall comply with all the fiscal and operations requirements prescribed by the state agency as directed by Federal WIC Regulations (7CFR part 246.6), 2CFR part 200, the debarment and suspension requirements of 2CFR part 200.213, if applicable, the lobbying restrictions of 2CFR part 200.245, and FNS guidelines and instructions and shall provide on a timely basis to the state agency all required information regarding fiscal and program information.

Billing Requirements:

1. Definitions

   Contract Period: January 1, 2022 - December 31, 2024

   Contract Budget Period: The time period for which the funding is budgeted.

   - There are four federal budget periods

     January 1, 2022 through September 30, 2022;
     October 1, 2022 through September 30, 2023;
     October 1, 2023 through September 30, 2024;
     October 1, 2024 through December 31, 2024.

2. Billing Information:
   a. Billings are submitted on an A-19-1A invoice. These invoices are provided by the Department in the WIC Budget Workbook and include accounting codes for different budget categories.
   b. A-19s are submitted monthly and must be received by the Department within 60 days following the close of each calendar month. Additional A-19s may be submitted at any time, but must be received within 90 days of the close of the federal budget period.
   c. Funds are allocated by budget categories and by federal budget periods (refer to the budget spreadsheet).

d. Funds are encumbered or spent only during the budget period; no carry forward from previous time periods or borrowing from future time periods is allowed.
e. Payments are limited to the amounts allocated for the budget period for each budget category.
f. Billings are based on actual costs for completed activities. Advance payments are not allowed. Back up documentation must be retained by the LHJ and available for inspection by the Department or other appropriate authorities.
g. Payments will be made only for WIC approved expenditures. Refer to the Washington State WIC Nutrition Program Policy and Procedure Manual Volume 2, Chapter 4 – Allowable Costs and 2 CFR Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.
h. If billing for indirect costs, a Cost Allocation Plan or Federal Indirect Cost Agreement must be submitted prior to payment.

Special Instructions:
The LHJ shall:
1. Maintain complete, accurate, and current accounting of all local, state, and federal program funds received and expended.
2. Provide, as necessary, a single audit in accordance with the provisions of 2 CFR Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. This circular requires all recipients and sub-recipients of federal funds to have a single audit performed should they spend $750,000 or more of federal grants or awards from all sources. Contractors spending less than $750,000 in federal grants or awards may also be subject to audit.
3. Use Breastfeeding Peer Counseling (BFPC) Program funds only to support the peer counseling program. Once the program is established and peer counselors are trained, the majority of the salary costs must be paid to peer counselors to provide direct services to WIC participants. For a list of allowable costs see Volume 2, Chapter 4 – Allowable Costs. The priority use of BFPC funds is to hire and train peer counselors to provide breastfeeding peer counseling services to WIC participants.

SPECIAL REQUIREMENTS			
Contract Funding Period	**Time Period special requirement funds are available**	**Amount**	**Special Requirement Description**
January 2022 to September 2024	January 2022 to September 2022	$2,800	Added in the USDA WIC Client Services Contracts category to cover training and travel expenses for all local WIC staff to participate in WIC-related trainings.

Other:
Any program requirements that are not followed may be subject to corrective action and may result in monetary fines or repayment of funds.

Clallam County Health & Human Services

EXHIBIT B-1
ALLOCATIONS
Contract Term: 2022-2024

Contract Number: CLH31005
Date: January 1, 2022

Indirect Rate as of January 1, 2022: 33.33%

Chart of Accounts Program Title	Federal Award Identification #	Amend #	Assist List #*	BARS Revenue Code**	Statement of Work LHJ Funding Period Start Date	Statement of Work LHJ Funding Period End Date	DOH Use Only Chart of Accounts Funding Period Start Date	DOH Use Only Chart of Accounts Funding Period End Date	Amount	Funding Period SubTotal	Chart of Accounts Total
FFY23 USDA WIC Client Svs Contracts	NGA Not Received	Amd 1	10.557	333.10.55	10/01/22	09/30/23	10/01/22	09/30/23	$60,325	$60,325	$244,100
FFY22 USDA WIC Client Svs Contracts	202222W100347	Amd 1	10.557	333.10.55	01/01/22	09/30/22	10/01/21	09/30/22	$183,775	$183,775	
COVID19 Vaccines R4	NH23IP922619	Amd 1	93.268	333.93.26	01/01/22	06/30/24	07/01/20	06/30/24	$359,803	$359,803	$359,803
FFY22 MCHBG LHJ Contracts	B0445251	Amd 1	93.994	333.93.99	01/01/22	09/30/22	10/01/21	09/30/22	$50,187	$50,187	$50,187
Rec Shellfish/Biotoxin		Amd 1	N/A	334.04.93	01/01/22	06/30/23	07/01/21	06/30/23	$7,500	$7,500	$7,500
Small Onsite Management (ALEA)		Amd 1	N/A	334.04.93	07/01/22	06/30/23	07/01/21	06/30/23	$15,000	$15,000	$37,500
Small Onsite Management (ALEA)		Amd 1	N/A	334.04.93	01/01/22	06/30/22	07/01/21	06/30/23	$22,500	$22,500	
Wastewater Management-GFS		Amd 1	N/A	334.04.93	07/01/22	06/30/23	07/01/21	06/30/23	$30,000	$30,000	$30,000
FPHS-LHJ-Proviso (YR2)		Amd 1	N/A	336.04.25	07/01/22	06/30/23	07/01/21	06/30/23	$690,000	$690,000	$1,380,000
FPHS-LHJ-Proviso (YR1)		Amd 1	N/A	336.04.25	01/01/22	06/30/22	07/01/21	06/30/23	$690,000	$690,000	
YR24 SRF - Local Asst (15%) (FO-SW) SS		Amd 1	N/A	346.26.64	01/01/22	12/31/22	07/01/21	06/30/23	$5,400	$5,400	$5,400
Sanitary Survey Fees (FO-SW) SS-State		Amd 1	N/A	346.26.65	01/01/22	12/31/22	07/01/21	06/30/23	$5,400	$5,400	$5,400
YR24 SRF - Local Asst (15%) (FO-SW) TA		Amd 1	N/A	346.26.66	01/01/22	12/31/22	07/01/21	06/30/23	$1,000	$1,000	$1,000
TOTAL									**$2,120,890**	**$2,120,890**	

Total consideration:	**$0**
	$2,120,890
GRAND TOTAL	**$2,120,890**

GRAND TOTAL	**$2,120,890**
Total Fed	**$654,090**
Total State	**$1,466,800**

*Catalog of Federal Domestic Assistance
**Federal revenue codes begin with "333". State revenue codes begin with "334".

AGENDA ITEM SUMMARY

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

5

3/21/22

Department: Health and Human Services

WORK SESSION ☒ **Meeting Date: March 21, 2022**

REGULAR AGENDA ☒ **Meeting Date: March 29. 2022**

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

Item summary:

☐ Call for Hearing

☒ Contract/Agreement/MOU - Contract # 11301-22-CONCON, Amendment#2

☐ Resolution ☐ Proclamation ☐ Budget Item

☐ Draft Ordinance ☐ Final Ordinance ☐ Other

Documents exempt from public disclosure attached: ☐

Executive summary:
Attached is Consolidated Contract Amendment #2 between Department of Health and Clallam County Health and Human Services, which adds supplemental funding to the HHS 2022 budget for the following programs:

- Environmental Health onsite septic program, in the amount of $318,778;
- Health and Human Services Emergency Preparedness, Covid-19, and Prescription Drug Overdose Prevention, in the amount of $540,957.

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

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

Approve and move to regular BOCC meeting for final signature.

County Official signature & print name: Kevin LoPiccolo

Name of Employee/Stakeholder attending meeting: Kevin LoPiccolo

Relevant Departments: Health and Human Services

Date submitted: March 16, 2022

11301-22-COHCOH
Amend #2

CLALLAM COUNTY HEALTH & HUMAN SERVICES
2022-2024 CONSOLIDATED CONTRACT

CONTRACT NUMBER: CLH31005 **AMENDMENT NUMBER: 2**

PURPOSE OF CHANGE: To amend this contract between the DEPARTMENT OF HEALTH hereinafter referred to as "DOH", and CLALLAM COUNTY HEALTH & HUMAN SERVICES, a Local Health Jurisdiction, hereinafter referred to as "LHJ", pursuant to the Modifications/Waivers clause, and to make necessary changes within the scope of this contract and any subsequent amendments thereto.

IT IS MUTUALLY AGREED: That the contract is hereby amended as follows:

1. Exhibit A Statements of Work, includes the following statements of work, which are incorporated by this reference and located on the DOH Finance SharePoint site in the Upload Center at the following URL:
https://stateofwa.sharepoint.com/sites/doh-ofsfundingresources/sitepages/home.aspx?=e1:9a94688da2d94d3ea80ac7fbc32e4d7c

   ☒ Adds Statements of Work for the following programs:

   BEACH Program - Effective March 1, 2022
   COVID-19 Care Coordination - Effective January 16, 2022
   DCHS-ELC COVID-19 Response - Effective January 1, 2022
   ELC COVID-19 - Effective January 1, 2022
   Emergency Preparedness, Resilience & Response-PHEP - Effective January 1, 2022
   Injury & Violence Prevention Overdose Data to Action - Effective January 1, 2022
   NEP SSI FY18 NTA 2018-0152 Enhanced OSS in MRA Phase 2 - Effective January 1, 2022
   NEP PIC NTA 0153 Enhanced Phase 2 - Effective January 1, 2022
   Office of Immunization COVID-19 Vaccine - Effective January 1, 2022

   ☐ Amends Statements of Work for the following programs:

   ☐ Deletes Statements of Work for the following programs:

2. Exhibit B-2 Allocations, attached and incorporated by this reference, amends and replaces Exhibit B-1 Allocations as follows:

   ☒ Increase of **$1,138,743** for a revised maximum consideration of **$3,259,633**.

   ☐ Decrease of _____ for a revised maximum consideration of _____.

   ☐ No change in the maximum consideration of _____.
   Exhibit B Allocations are attached only for informational purposes.

Unless designated otherwise herein, the effective date of this amendment is the date of execution.

ALL OTHER TERMS AND CONDITIONS of the original contract and any subsequent amendments remain in full force and effect.

IN WITNESS WHEREOF, the undersigned has affixed his/her signature in execution thereof.

CLALLAM COUNTY BOARD OF COUNTY COMMISSIONERS

_____ Date

STATE OF WASHINGTON
DEPARTMENT OF HEALTH

_____ Date

Approved as to form only by:

Elizabeth Stanley
Civil Deputy Prosecuting Attorney
Clallam County

APPROVED AS TO FORM ONLY
Assistant Attorney General

Exhibit A
Statement of Work
Contract Term: 2022-2024

DOH Program Name or Title: Emergency Preparedness, Resilience & Response - PHEP - Effective January 1, 2022

Local Health Jurisdiction Name: Clallam County Health & Human Services

Contract Number: CLH31005

SOW Type: Original **Revision # (for this SOW)**

Period of Performance: January 1, 2022 through June 30, 2022

Funding Source	Federal Compliance (check if applicable)	Type of Payment
☒ Federal Subrecipient	☒ FFATA (Transparency Act)	☒ Reimbursement
☐ State	☐ Research & Development	☐ Fixed Price
☐ Other		

Statement of Work Purpose: The purpose of this statement of work is to establish funding and tasks to support and sustain LHJ public health emergency preparedness as part of statewide public health emergency preparedness, resilience and response.

Revision Purpose: NA

NOTE: This statement of work (ending 06/30/22) includes 40% of the total allocation of these funds. Once all invoices have been submitted and balances are reconciled for the previous statement of work ending 12/31/21, any remaining funds will be added to a revised January - June 2022 statement of work.

DOH Chart of Accounts Master Index Title	Master Index Code	Assistance Listing Number	BARS Revenue Code	LHJ Funding Period Start Date	LHJ Funding Period End Date	Current Allocation	Allocation Change Increase (+)	Total Allocation
FFY21 PHEP BP3 LHJ Funding	31102380	93.069	333.93.06	01/01/22	06/30/22	0	23,592	23,592
						0	0	0
						0	0	0
						0	0	0
						0	0	0
						0	0	0
						0	0	0
TOTALS						**0**	**23,592**	**23,592**

Task #	Activity	Deliverables/Outcomes	Due Date/Time Frame	Payment Information and/or Amount
1	Across Domains and Capabilities Complete reporting templates as requested by DOH to comply with program and federal grant requirements, including mid-year and end-of-year reports.	End-of-year report on template provided by DOH. Additional reporting may be required if federal requirements change.	June 30, 2022	Reimbursement for actual costs not to exceed total funding consideration amount.
2	Across Domains and Capabilities	Submit any changes to contact information (submitted in 2021) within 30 days of the change.	Within 30 days of the change.	

Task #	Activity	Deliverables/Outcomes	Due Date/Time Frame	Payment Information and/or Amount
	2.1 Submit names, position titles, email addresses and phone numbers of key LHJ staff responsible for this statement of work, including management, Emergency Response Coordinator, and accounting and/or financial staff. 2.2 Submit emergency contacts to be published in the confidential Yellow Book, including but not limited to Administrator, Health Officer, and Emergency Response Coordinator. For each contact include name, role, email, daytime phone number and after-hours phone number.	End-of-year report on template provided by DOH. Note any changes or no change.	June 30, 2022	
3	Across Domains and Capabilities Participate in a site visit with DOH staff to discuss LHJ response capabilities, upon request from DOH. Site visit may be held virtually due to pandemic restrictions.	DOH will maintain documentation of site visit participation.	Upon request from DOH.	
4	Across Domains and Capabilities Develop a budget demonstrating how the LHJ plans to spend funds during this period of performance, using a budget template provided by DOH. Note: 20% of the LHJ's annual allocation will be withheld until this requirement is met. Failure to meet this requirement may result in DOH redirecting funds from the LHJ.	Budget, using template provided by DOH.	Upon request from DOH.	
5	Across Domains and Capabilities Review and provide input to DOH on public health emergency preparedness plans developed by DOH, upon request from DOH.	End-of-year report on template provided by DOH. Input provided to DOH upon request from DOH.	June 30, 2022	
6	Domain 1 Community Resilience Capability 1 Community Preparedness Participate in emergency preparedness events (for example, trainings, meetings, conference calls, and conferences) to advance LHJ, regional, or statewide public health preparedness.	End-of-year report on template provided by DOH. Documentation of training available upon request.	June 30, 2022	
7	Across Domains and Capabilities DOH/EPR anticipates many changes in the next months to years as we incorporate lessons learned from the COVID-19 response. In preparation for these changes, the LHJ **may** use PHEP funding to participate in training and/or learning discussions in the following areas: • Adaptive Leadership • Change Management • Trauma-Informed Change Management • Outward Mindset • Growth Mindset • Racial Equity and/or Social Justice • Community Resilience • Related topics – prior approval from EPR required. Note: Prior approval from DOH/EPR is required for any out-of-state travel.	End-of-year report on template provided by DOH. Note training and briefly describe key learning and any resulting changes in practice and/or policy.	June 30, 2022	
8	Domain 1 Community Resilience Capability 1 Community Preparedness Connect with new and/or existing partners in order to develop working relationships that promote capabilities, capacity and community resilience, including, but not limited to:	End-of-year report on template provided by DOH. Briefly describe connections, lessons learned, and any changes made.	June 30, 2022	

Task #	Activity	Deliverables/Outcomes	Due Date/Time Frame	Payment Information and/or Amount
	• Local and/or regional Emergency Manager(s). • Local and/or regional hospitals. • Local and/or regional elected officials. • Local and/or regional organizations that work with vulnerable populations.			
9	Domain 2 Incident Management Capability 3 Emergency Operations Coordination - Training & Exercise Based on availability of training, participate in at least one Foundational Public Health Emergency Preparedness Training provided by region, DOH, DOH-contracted partner, or DOH-approved trainer in person or via webinar. Notes: • This is one or more specific trainings coordinated by DOH. DOH will work with LHJ to implement. • Participation in an activation, exercise or real-world event may be considered additional training, but does not take the place of the requirement to participate in at least one training as described above.	End-of-year report on template provided by DOH.	June 30, 2022	
10	Domain 2 Incident Management Capability 3 Emergency Operations Coordination - Training & Exercise Participate in Integrated Preparedness Planning Workshop (IPPW) unless cancelled. The Workshop is planned for January 2022.	Participation in IPPW unless cancelled.	As requested by DOH.	
11	Domain 2 Incident Management Capability 3 Emergency Operations Coordination 11.1 Provide immediate notification to DOH Duty Officer at 360-888-0838 or hanalert@doh.wa.gov for all response incidents involving use of emergency response plans and/or incident command structures. 11.2 Produce and provide situation reports (sitreps) documenting LHJ activity during all incidents. Sitrep may be developed by the LHJ or another jurisdiction that includes input from LHJ.	End-of-year report on template provided by DOH. Indicate that this was done or that no response incident occurred. 11.1 Notification to DOH Duty Officer within 60 minutes of activation. 11.2 Sitreps submitted to DOH Duty Officer	June 30, 2022	
12	Domain 2 Incident Management Capability 3 Emergency Operations Coordination Complete or participate in After Action Reports (AARs) after each incident or exercise. Note: An AAR may be completed part-way through an extended response, for example, COVID-19.	End-of-year report on template provided by DOH. Briefly describe key lessons learned and changes made and/or planned – or note that no AARs were completed. Submit AAR(s).	June 30, 2022	
13	Domain 2 Incident Management Capability 3 Emergency Operations Coordination Convene a county Emergency Support Function (ESF) 8 AAR for COVID-19. Participants include, but not limited to: • Local Health Officer • Public Health Official(s) • Emergency Manager	End-of-year report on template provided by DOH. Briefly describe key lessons learned and changes made and/or planned. Submit AAR(s).	June 30, 2022	

Task #	Activity	Deliverables/Outcomes	Due Date/Time Frame	Payment Information and/or Amount
	• Regional Health Care Coalition • Local and regional hospitals • Federally Qualified Health Center(s) if they are in your county • Accountable Community of Health • Emergency Medical Services Medical Program Director • County Coroner or Medical Examiner Notes: • Follow Homeland Security Exercise and Evaluation Program (HSEEP) guidelines for process and documentation. • Include name, title, and organization of each participant in documentation (AAR). • Outreach may need to be conducted to gather input from entities not able to participate in an AAR meeting. • This may be completed part-way through the COVID-19 response • This AAR may be used to meet the requirement above as well (Task #12).			
14	Domain 3 Information Management Capability 4 Emergency Public Information and Warning - Communication 14.1 Participate in Monthly Public Health Communicator Call/Webinar by joining call/webinar and/or following information on the public health communicator online collaborative workspace (e.g. Basecamp). 14.2 Participate in at least one risk communication drill offered by DOH between July 1, 2021 and June 30, 2022. Drill will occur via webinar, phone and email. DOH will offer one in July 1 – December 31, 2021 and one drill between January 1 – June 30, 2022. 14.3 Conduct a hot wash evaluating LHJ participation in the drill. 14.4 Identifying and implementing communication strategies in real world incident will satisfy need to participate in drill. Conduct a hot wash or After-Action Review (AAR) evaluating LHJ participation in communication strategies during the incident. If, the real-world event response is ongoing, LHJ may opt to conduct a hot wash or AAR evaluating communication strategies to date OR include a summary of communication activities in mid-year and/or end-of year reports and one sample of communication. Note: Participation in a real-world event may meet the requirement for 14.2, 14.3 and 14.4.	End-of-year report on template provided by DOH. 14.3 and 14.4 Hotwash or After-Action Review (AAR) OR summary of communication activities and one sample.	June 30, 2022	
15	Domain 3 Information Management Capability 6 Information Sharing 15.1 Maintain Washington Secure Electronic Communications, Urgent Response and Exchange System (WASECURES) as primary notification system. 15.2 Participate in DOH-led notification drills. 15.3 Conduct at least one LHJ drill using LHJ-preferred staff notification system. Notes: • Registered users must log in quarterly at a minimum. • DOH will provide technical assistance to LHJs on using WASECURES. • LHJ may choose to use another notification system in addition to WASECURES to alert staff during incidents.	End-of-year report on template provided by DOH.	June 30, 2022	

Task #	Activity	Deliverables/Outcomes	Due Date/Time Frame	Payment Information and/or Amount
16	Domain 3 Information Management Capability 6 Information Sharing Provide Essential Elements of Information (EEIs) during incident response upon request from DOH. Note: DOH will request specific data elements from the LHJ during an incident response, as needed to inform decision making by DOH and state leaders, as well as federal partners when requested.	Provide EEIs upon request. Note in end-of-year report that EEIs were provided or none were requested.	Upon request. June 30, 2022	
17	Domain 4 Countermeasures and Mitigation Capability 8 Medical Countermeasures Dispensing Capability 9 Medical Countermeasures Management and Distribution Update and maintain Medical Countermeasure (MCM) Plans for LHJ and/or Region. Notes: • MCM plans include number of local distribution sites and number for which a detailed point-to-point distribution plan from RSS to distribution site has been jointly confirmed by LHJ and DOH. • MCM plans include number of local points of dispensing (PODs) and number for which a detailed point-to-point distribution plan from local distribution site to dispensing site has been jointly confirmed by LHJ and POD operator (nursing home, local agency, public POD, and independent pharmacy). • LHJs are not required to maintain a hub. LHJs may partner with other organizations to centralize distribution. If LHJs opt to maintain a hub, this should be included in the MCM plan. • DOH will provide technical assistance to LHJs on core elements of an MCM plan.	End-of-year report on template provided by DOH. If there is a regional plan, provide input to the RERC. Updated MCM plan	June 30, 2022	
18	Domain 5 Surge Management Capability 10 Medical Surge Engagement with regional Health Care Coalition (HCC) Participate in: - Health Care Coalition (HCC) district meetings and/or inform RERC of jurisdictional input (district meetings can be attended via webinar or in person), as requested by HCC Lead and deemed appropriate by LHJ. - Information sharing process during incidents and at least one planning process or exercise conducted to inform on the roles and responsibilities of public health. - Development of Disaster Clinical Advisory Committee (DCAC) meetings as appropriate. May include identifying local clinical participants, attending meetings via webinar and reviewing planning efforts. - Reviewing HCC plans for alignment with local ESF8 plans.	End-of-year report on template provided by DOH.	June 30, 2022	

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Federal Funding Accountability and Transparency Act (FFATA) (Applies to federal subrecipient funding.)

This statement of work is supported by federal funds that require compliance with the Federal Funding Accountability and Transparency Act (FFATA or the Transparency Act).
The purpose of the Transparency Act is to make information available online so the public can see how the federal funds are spent.
To comply with this act and be eligible to perform the activities in this statement of work, the LHJ must have a Data Universal Numbering System (DUNS®) number.
Information about the LHJ and this statement of work will be made available on USASpending.gov by DOH as required by P.L. 109-282.

Program Specific Requirements

Special Requirements:

Any subcontract/s must be approved by DOH prior to executing the contract/s.
Submit deliverables to the Emergency Preparedness, Resilience & Response ConCon deliverables mailbox at concondeliverables@doh.wa.gov, unless otherwise specified.

Restrictions on Funds:

Please reference the Code of Federal Regulations:
https://www.ecfr.gov/cgi-bin/retrieveECFR?gp=1&SID=58ffddb5363a27f26e9d12ccec462549&ty=HTML&h=L&mc=true&r=PART&n=pt2.1.200#se2.1.200_1439

Exhibit A
Statement of Work
Contract Term: 2022-2024

DOH Program Name or Title: ELC COVID-19 - Effective January 1, 2022

Local Health Jurisdiction Name: Clallam County Health & Human Services
Contract Number: CLH31005

SOW Type: Original **Revision # (for this SOW)**

Period of Performance: January 1, 2022 through April 22, 2022

Funding Source	Federal Compliance (check if applicable)	Type of Payment
☒ Federal Subrecipient ☐ State ☐ Other	☒ FFATA (Transparency Act) ☐ Research & Development	☒ Reimbursement ☐ Fixed Price

Statement of Work Purpose: The purpose of this statement of work is to build and strengthen epidemiology, laboratory and health information systems capacity in local health jurisdictions. The funding allocation is the estimated carryforward amount.

Revision Purpose: N/A

DOH Chart of Accounts Master Index Title	Master Index Code	Assistance Listing Number	BARS Revenue Code	LHJ Funding Period Start Date	LHJ Funding Period End Date	Current Allocation	Allocation Change Increase (+)	Total Allocation
FFY19 COVID CARES	1891029B	93.323	333.93.32	01/01/22	04/22/22	0	9,372	9,372
						0	0	0
						0	0	0
						0	0	0
						0	0	0
						0	0	0
TOTALS						**0**	**9,372**	**9,372**

Task #	Activity	Deliverables/Outcomes	Due Date/Time Frame	Payment Information and/or Amount
1	Establish a spending plan and staffing proposal to support the work of COVID-19 case investigation and contact tracing. The spending plan and staffing proposal should include proposed positions and define roles.	Submit spending plan and staffing proposal summary to the DOH Contract Manager.	August 15, 2020 – update if necessary	Payment for all tasks will be reimbursement for actual expenses up to the maximum available within the funding periods for each source described in the Funding Table above.
2	Hire, orient and/or train staff based on the negotiated staffing proposal. Develop a training plan in consultation with DOH that is consistent with the DOH COVID-19 guideline. Training plan will be flexible depending on staff experience and based on for onboarding into new systems.	Staff summary and training plan	September 30, 2020	
3	Conduct case investigations, contact tracing and monitoring in accordance with DOH COVID-19 Infection Reporting and Surveillance Guidelines (DOH 420-107), Appendix 1: Case and Contact Investigation, pages 16-21: https://www.doh.wa.gov/Portals/1/Documents/5100/420-107-Guideline-COVID-19.pdf	Data collected and reported into DOH systems	Daily	

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Federal Funding Accountability and Transparency Act (FFATA)
This statement of work is supported by federal funds that require compliance with the Federal Funding Accountability and Transparency Act (FFATA or the Transparency Act). The purpose of the Transparency Act is to make information available online so the public can see how the federal funds are spent.

To comply with this act and be eligible to perform the activities in this statement of work, the LHJ must have a Data Universal Numbering System (DUNS®) number.

Information about the LHJ and this statement of work will be made available on USASpending.gov by DOH as required by P.L. 109-282.

Restrictions on Funds (what funds can be used for which activities, not direct payments, etc)
CDC Funding Regulations and Policies
https://www.cdc.gov/grants/documents/General-Terms-and-Conditions-Non-Research-Awards.pdf
Monitoring Visits (frequency, type)

The DOH program contact may conduct monitoring visits during the life of this project. The type, duration, and timing of visit will be determined and scheduled in cooperation with the subawardee. The DOH Fiscal Monitoring Unit may conduct fiscal monitoring site visits during the life of this project

Program Specific Requirements/Narrative

All work will be performed in accordance with the revised and approved project plans to be submitted to DOH.

Special Billing Requirements
Payment: Upon approval of deliverables and receipt of an invoice voucher, DOH will reimburse for actual allowable costs incurred. Billings for services on a monthly fraction of the budget will not be accepted or approved.

Submission of Invoice Vouchers: The LHJ shall submit correct monthly A19-1A invoice vouchers for amounts billable under this statement of work to DOH by the 25th of the following month or on a frequency no less often than quarterly.

Other: Required activities, deliverables, and funding is for the entire project period: June 1, 2020 through April 22, 2022. Unspent funds and tasks not completed by December 31, 2021 were reauthorized for work in this new consolidated contract term beginning January 1, 2022. It is the LHJ's responsibility to assure that the unspent funding amount carried forward to this statement of work does not exceed the remaining available balance from the 2018-2021 contract.

Exhibit A
Statement of Work
Contract Term: 2022-2024

DOH Program Name or Title: DCHS - ELC COVID-19 Response - Effective January 1, 2022

Local Health Jurisdiction Name: Clallam County Health & Human Services

Contract Number: CLH31005

SOW Type: Original **Revision # (for this SOW)**

Period of Performance: January 1, 2022 through December 31, 2022

Funding Source	Federal Compliance (check if applicable)	Type of Payment
☒ Federal Subrecipient ☐ State ☐ Other	☒ FFATA (Transparency Act) ☐ Research & Development	☒ Reimbursement ☐ Fixed Price

Statement of Work Purpose: The purpose of this statement of work (SOW) is to provide supplemental funding for the LHJ to ensure adequate culturally and lingquistically responsive testing, investigation and contract tracing resources to limit the spread of COVID-19. This funding is the estimated carryforward amount.

Revision Purpose: N/A

DOH Chart of Accounts Master Index Title	Master Index Code	Assistance Listing Number	BARS Revenue Code	LHJ Funding Period Start Date	LHJ Funding Period End Date	Current Allocation	Allocation Change Increase (+)	Total Allocation
						0	0	0
FFY19 ELC COVID ED ALLOCATION	1897129G	93.323	333.93.32	01/01/22	10/18/22	0	68,654	68,654
FFY20 ELC EDE LHJ ALLOCATION	1897120E	93.323	333.93.32	01/01/22	12/31/22	0	490,750	490,750
						0	0	0
						0	0	0
						0	0	0
TOTALS						**0**	**559,404**	**559,404**

Task #	Activity	Deliverables/Outcomes	Due Date/Time Frame	Payment Information and/or Amount

Participate in public health emergency preparedness and response activities for COVID-19. This may include surveillance, epidemiology, laboratory capacity, infection control, mitigation, communications and or other preparedness and response activities for COVID-19.

Examples of key activities include:

- Incident management for the response
- Testing
- Case Investigation/Contact Tracing
- Sustainable isolation and quarantine
- Care coordination
- Surge management
- Data reporting

Task #	Activity	Deliverables/Outcomes	Due Date/Time Frame	Payment Information and/or Amount
NOTE: The purpose of this agreement is to supplement existing funds for local health jurisdictions to carry out surveillance, epidemiology, case investigations and contact tracing, laboratory capacity, infection control, mitigation, communications, community engagement, and other public health preparedness and response activities for COVID-19.				
DCHS COVID-19 Response				
1	Establish a budget plan and narrative to be submitted to the Department of Health (DOH) Contract Manager. DOH will send the "Budget narrative Template", "Budget Guidance" and any other applicable documents that may be identified.	Submit the budget plan and narrative using the template provided.	Within 30 days of receiving any new award for DCHS COVID-19 Response tasks.	Reimbursement of actual costs incurred, not to exceed: $68,654 FFY19 ELC COVID ED LHJ ALLOCATION Funding (MI 1897129G) Funding end date 10/18/2022 $490,750 FFY20 ELC EDE LHJ ALLOCATION Funding (MI 1897120E) Funding end date 7/31/2023
2	1) LHJ Active monitoring activities. In partnership with WA DOH and neighboring Tribes, the LHJ must ensure adequate culturally and linguistically responsive testing, investigation and contact tracing resources to limit the spread disease. LHJs must conduct the following activities in accordance with the guidance to be provided by DOH. a. Allocate enough funding to ensure the following Contact Tracing and Case Investigation Support: Hire a minimum of 1.0 data entry FTE to assure system requirements for task 2.1.a. i. Contact tracing 1. Strive to maintain the capacity to surge a minimum of five (5) contact tracers for every 100,000 people in the jurisdiction, as needed, based on disease rates. DOH centralized investigations will count towards this minimum. 2. Have staff that reflect the demographic makeup of the jurisdiction and who can provide culturally and linguistically competent and responsive services. In addition, or alternatively, enter into an agreement(s) with Tribal, community-based and/or culturally-specific organizations to provide such services. DOH centralized investigations will count towards this minimum. 3. Ensure all contact tracing staff are trained in accordance with DOH investigative guidelines and data entry protocols. 4. Coordinate with Tribal partners in conducting contact tracing for Tribal members.	Data collected and reported into DOH systems daily. Enter all contact tracing data in CREST following guidance from-DOH.	Enter performance metrics daily into DOH identified systems Quarterly performance reporting updates	

Task #	Activity	Deliverables/Outcomes	Due Date/Time Frame	Payment Information and/or Amount
	5. Ensure contact tracing and case investigations activities meet DOH case and Contact Tracing Metrics. (Metrics to be determined collaboratively by DOH, LHJs and Tribes.) Work with DOH to develop a corrective action plan if unable to meet metrics. 6. Perform daily monitoring for symptoms during quarantine period of contacts ii. Case investigation 1. Strive to maintain the capacity to surge a minimum of five (5) case investigators and contact tracers for every 100,000 people in the jurisdiction, as needed, based on disease rates. DOH centralized investigation will count toward this minimum. 2. Enter all case investigation and outbreak data in WDRS following DOH guidance. a) Strive to enter all case investigation and outbreak data into *CREST* as directed by DOH. b) Ensure all staff designated to utilize WDRS have access and are trained in the system. c) Include if new positive cases are tied to a known existing positive case or indicate community spread. d) Conduct case investigation and monitor outbreaks. e) Coordinate with Tribal partners in conducting case investigations for tribal members. 3. Ensure contact tracing and case investigation activities meet DOH Case and Contact Tracing Metrics. (Metrics to be determined collaboratively by DOH, LHJs, and Tribes.) Work with DOH to develop a corrective action plan if unable to meet metrics. b. Testing i. Work with partners and Tribes to ensure testing is available to every person within the jurisdiction meeting current DOH criteria for testing and other local testing needs.	Enter all case investigation data in WDRS following guidance from-DOH.		

Task #	Activity	Deliverables/Outcomes	Due Date/Time Frame	Payment Information and/or Amount
	ii. Work with partners and Tribes to ensure testing is provided in a culturally and linguistically responsive manner with an emphasis on making testing available to disproportionately impacted communities and as a part of the jurisdiction's contact tracing strategy. iii. Maintain a current list of entities providing COVID-19 testing and at what volume. Provide reports to DOH on testing locations and volume as requested.	Maintain a current list of entities providing COVID-19 testing and at what volume. Provide reports to DOH Contract manager on testing locations and volume as requested.		
	c. Surveillance FTE support at a minimum of .5 FTE Epidemiologist to support daily reporting needs below. i. Ensure all COVID positive lab test results from LHJ are entered in to WDRS by 1) entering data directly in to WDRS, 2) sending test results to DOH to enter, or 3) working with DOH and entities conducting tests to implement an electronic method for test result submission. ii. Maintain records of all COVID negative lab test results from the LHJ and enter into WDRS when resources permit or send test results to DOH. iii. Collaborate with Tribes to ensure Tribal entities with appropriate public health authority have read/write access to WDRS and CREST to ensure that all COVID lab results from their jurisdictions are entered in WDRS or shared with the LHJ or DOH for entry.	Ensure all COVID positive test results are entered into WDRS within 2 days of receipt		
	d. Tribal Support. Ensure alignment of contact tracing and support for patients and family by coordinating with local tribes if a patient identified as American Indian/Alaska Native and/or a member of a WA tribe. e. Support Infection Prevention and control for high-risk populations i. Migrant and seasonal farmworker support. Partner with farmers, agriculture sector and farmworker service organizations to develop and execute plans for testing, quarantine and isolation, and social service needs for migrant and seasonal farmworkers.	Quarterly performance updates related to culturally and linguistic competency and responsiveness, tribal support, infection prevention and control for high-risk populations, community education and regional active monitoring activities. Performance update should include status of all projects listed.		

Task #	Activity	Deliverables/Outcomes	Due Date/Time Frame	Payment Information and/or Amount
	ii. Congregate care facilities: In collaboration with the state licensing agency (DSHS), support infection prevention assessments, testing. Infection control and isolation and quarantine protocols in congregate care facilities. iii. High risk businesses or community-based operations. In collaboration with state licensing agencies and Labor and Industries, partner with food processing and manufacturing businesses to ensure adequate practices to prevent COVID-19 exposure, conduct testing and respond to outbreaks. iv. Healthcare: Support infection prevention and control assessments, testing, cohorting, and isolation procedures. Provide educational resources to a variety of healthcare setting types (e.g., nursing homes, hospitals, dental, dialysis). v. Non-healthcare settings that house vulnerable populations: In collaboration with state corrections agency (DOC) and other state partners, support testing, infection control, isolation and quarantine and social services and wraparound supports for individuals living or temporarily residing in congregate living settings, including detention centers, prisons, jails, transition housing, homeless shelters, and other vulnerable populations. vi. Schools: In collaboration with OSPI and local health jurisdictions, support infection prevention and control and outbreak response in K-12 and university school settings. f. Ensure adequate resources are directed towards H2A housing facilities within communities, fishing industries and long-term care facilities to prevent and control disease transmission. Funds can be used to hire support staff, provide incentives or facility-based funding for onsite infection prevention efforts, etc. g. Community education. Work with Tribes and partners to provide culturally and linguistically responsive community outreach and education related to COVID-19.			

Task #	Activity	Deliverables/Outcomes	Due Date/Time Frame	Payment Information and/or Amount
	h. Establish sustainable isolation and quarantine measures. i. Have at least one (1) location identified and confirmed through contract/formal agreement that can support isolation and quarantine adequate to the population for your jurisdiction with the ability to expand; alternatively, establish with an adjacent jurisdiction a formal agreement to provide the isolation and quarantine capacity adequate to the population for your jurisdiction with the ability to expand. ii. Maintain ongoing census data for isolation and quarantine for your population. iii. Planning must incorporate transfer or receipt of isolation and quarantine patients to from adjacent jurisdictions or state facilities in the event of localized increased need. Planning must incorporate triggers and coordination to request state isolation and quarantine support either through mobile teams or the state facility to include site identification and access	Quarterly performance updates to include name, address and capacity of identified location that can support isolation and quarantine, and confirmation of appropriate planning and coordination as required. Report census numbers to include historic total by month and monthly total for current quarter to date		

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Federal Funding Accountability and Transparency Act (FFATA)
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Information about the LHJ and this statement of work will be made available on USASpending.gov by DOH as required by P.L. 109-282.

Restrictions on Funds (what funds can be used for which activities, not direct payments, etc.)
CDC Funding Regulations and Policies: https://www.cdc.gov/grants/documents/General-Terms-and-Conditions-Non-Research-Awards.pdf

Monitoring Visits (frequency, type)
The DOH program contact may conduct monitoring visits during the life of this project. The type, duration, and timing of visit will be determined and scheduled in cooperation with the subawardee. The DOH Fiscal Monitoring Unit may conduct fiscal monitoring site visits during the life of this project

All work will be performed in accordance with the revised and approved project plans to be submitted to DOH.

Special Billing Requirements

Payment: Upon approval of deliverables and receipt of an invoice voucher, DOH will reimburse for actual allowable costs incurred. Billings for services on a monthly fraction of the budget will not be accepted or approved.

Submission of Invoice Vouchers: The LHJ shall submit correct monthly A19-1A invoice vouchers for amounts billable under this statement of work to DOH by the 25th of the following month or on a frequency no less often than quarterly.

Other: Required activities, deliverables, and funding is for the entire project period: January 2021 through December 31, 2022. Unspent funds and tasks not completed by December 31, 2021 were reauthorized for work in this new consolidated contract term beginning January 1, 2022. It is the LHJ's responsibility to assure that the unspent funding amount carried forward to this statement of work does not exceed the remaining available balance from the 2018-2021 contract.

Exhibit A
Statement of Work
Contract Term: 2022-2024

DOH Program Name or Title: COVID-19 Care Coordination - Effective January 16, 2022

Local Health Jurisdiction Name: Clallam County Health & Human Services

Contract Number: CLH31005

SOW Type: Original **Revision # (for this SOW)**

Period of Performance: January 16, 2022 through June 30, 2022

Funding Source	Federal Compliance (check if applicable)	Type of Payment
☒ Federal Subrecipient ☐ State ☐ Other	☒ FFATA (Transparency Act) ☐ Research & Development	☒ Reimbursement ☐ Fixed Price

Statement of Work Purpose: To provide Clallam County with Care Coordination Services to identified populations of clients located in the County for the purposes of providing health and social services to support individuals who are in isolation and quarantine from the COVID-19. The LHJ, in combination with other entities under contract with DOH, will provide care coordination services using the COVID-19 Care Coordination System for supporting case investigation and contract tracing efforts 7 days a week. The LHJ shall provide all necessary personnel, equipment, materials, goods and services and otherwise do all things necessary for or incidental to the performance of the work as described below.

Revision Purpose: N/A

DOH Chart of Accounts Master Index Title	Master Index Code	Assistance Listing Number	BARS Revenue Code	LHJ Funding Period Start Date	LHJ Funding Period End Date	Current Allocation	Allocation Change Increase (+)	Total Allocation
FFY20 ELC EDE CARE COORDINATION	7110820E	93.323	333.93.32	01/16/22	06/30/22	0	81,407	81,407
						0	0	0
						0	0	0
						0	0	0
						0	0	0
						0	0	0
TOTALS						**0**	**81,407**	**81,407**

Task #	Activity	Deliverables/Outcomes	Due Date/Time Frame	Payment Information and/or Amount
1	Provide care coordination to clients using community health workers/community care coordinators who are trained in the COVID-19 Care Model and the Care Coordination System (CCS) using the Community Health Record and HealthBridge features.	Care coordination data entered in the DOH Community Health Record and Health Bridge	Daily	Reimbursement for actual costs not to exceed total funding allocation for specified funding period.
2	Track services to clients using the provided CCS to document and track progress and outcomes in the DOH Community Health Record.			

Task #	Activity	Deliverables/Outcomes	Due Date/Time Frame	Payment Information and/or Amount
3	Review contact tracing and case investigation information and track changes in client symptoms or needs via the DOH Community Health Record.			
4	Follow-up and ensure loop is closed on referrals to support client essential needs and supplies by documenting regularly in the Community Health Record.			
5	Through the Community Health Record System identify unserved and underserved individuals within the identified populations referred from community and statewide partners and enroll them as clients through the COVID-19 Care Model.			
6	Secure client signature or verbal consent as permissible of the DOH's Release of Information/Consent form and document in the DOH Community Health Record prior to the gathering of client protected health information (PHI).			
7	Work collaboratively and respectfully with other DOH advisory members, staff and local/regional community partners to identify community needs, review regional initiatives, evaluate COVID-19 Care Model results and support the DOH and local COVID-19 Care Model program goals and objectives.			
8	Support each CHW/CCC for enrichment and personal growth through required attendance at DOH required care coordination training sessions. Proper notice will be provided to the agencies and coordinators by DOH.			
9	Work with the DOH staff, according to DOH requirements, the CHW/CCC in the agency's charge, to achieve a high standard of care for its clients and high quality of service.			
10	Work and partner with local agencies collaboratively and respectfully to support coordinate or services to reduce risks face within the communities served; and			
11	The LHJ shall make an effort to ensure that clients receive from all staff members' effective, understandable, and respectful care that is provided in a manner compatible with their cultural health beliefs and practices and preferred language.			
12	The LHJ shall ensure that clients with limited English-speaking skills receive Language Access Services as outlined in Title VI of the Civil Rights Act of 1964, including but not limitedto: ✓ Offer and provide language assistance services, including bilingual staff and interpreter services, at no cost to each client with limited English proficiency at all points of contact, in a timely			

Task #	Activity	Deliverables/Outcomes	Due Date/Time Frame	Payment Information and/or Amount
	manner during all hours of operation. ✓ Provide to clients in their preferred language both verbal offers and written notices informing them of their right to receive language assistance services. ✓ Assurance that the competence of language assistance provided to limited English proficient clients by interpreters and bilingual staff. Family and friends shall not be used to provide interpretation services (except on request by the client). ✓ Make available easily understood patient-related materials and post signage in the languages of the commonly encountered groups and/or groups represented in the Contractor's service area.			

DOH Program and Fiscal Contact Information for all ConCon SOWs can be found on the DOH Finance SharePoint site. Questions related to this SOW, or any other finance-related inquiry, may be sent to finance@doh.wa.gov.

Federal Funding Accountability and Transparency Act (FFATA)

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To comply with this act and be eligible to perform the activities in this statement of work, the LHJ must have a Data Universal Numbering System (DUNS®) number.

Information about the LHJ and this statement of work will be made available on USASpending.gov by DOH as required by P.L. 109-282.

Program Specific Requirements

The LHJ shall include these requirements in all approved subcontracts.

DOH shall provide the LHJ with the appropriate and necessary training for informed consent and for data collected using the Care Coordination System.

Community Resources:

The LHJ shall make a reasonable and ongoing effort, throughout the contract period, to secure resources from private and public entities to supplement the administrative, operational, and development and training costs under this program. Documentation of any collaborative efforts and securing of resources that benefit this program shall be kept current and on file in the office of the LHJ and shall be available for review upon request by DOH staff. Additionally, the LHJ shall support efforts to keep the COVID-19 Care Connect Washington Resource and Referral Directory (HealthBridge) updated with local resources (new, changed, removed) following DOH process and procedures to ensure that local Care Coordinators in the region are able to refer clients to necessary and needed resources.

Written Policies and Procedures/Documents on File:
Written policies and procedures, consistent with federal and state regulations, as applicable, shall be kept on file in the office of the LHJ and available for review at the request of DOH staff. Such policies and procedures shall include, but not be limited to, as appropriate:

- Job Descriptions
- Confidentiality Policy

In addition, the LHJ shall keep on file and available for review upon request by DOH staff, documents consistent with federal and state regulations, which shall include, but not be limited to:

- Latest Agency Audit
- Subcontractor Agreements

The LHJ shall include these requirements in all approved subcontracts

Responsibilities of DOH:
DOH will:

- Initiate the Community Health Record from referrals made to the State COVID-19 Care Center System.
- Refer clients to the LHJ.
- Develop referral network(s) with providers, clinics, community-based organizations, government, grassroots organization, as appropriate, and at the discretion of the local health jurisdictions, to increase the community members served and reached.
- Provide guidance, direction and training to the LHJ as outlined below:
  - ✓ Provide required training on the COVID-19 Care Coordination program, Community Health Record documentation, and other associated skills-building training to support the CHW/CCC workforce;
  - ✓ Provide or arrange for training for the Contractor's CHW/CCC in the COVID-19 Care Model method and in the use of the DOH Community Health Record System;
  - ✓ Support the Contractor in performing quality improvement and quality assurance activities;
  - ✓ Communicate and report the DOH COVID Care model results and achievements to contracted partners and the community using the Community Health Record System;
- Promptly communicate to the LHJ any change in the DOH COVID-19 Care Coordination program process or any other document or procedure related to the administration of activities performed by the LHJ.

Billing Requirements:
DOH will provide the LHJ an electronic Budget Workbook that includes electronic A19s (Invoice Vouchers). The LHJ will Submit A19s (Invoice Vouchers) monthly. Invoice Vouchers are due within 30 days following the month expenditures were incurred except for the month of June, when the A19 is due on July 10th.

Payment is contingent upon DOH receipt and approval of all deliverables and an acceptable A19 invoice vouchers.

Other:

Contractor - Primary Point of Contact	
Name: Karissa McLane	Title: Public Health Nurse Supervisor
Office Phone: 360-565-2612	Mobile Phone:
Email Address: kmclane@co.clallam.wa.us	
Mailing Address: 111 E. 3rd St. Port Angeles, WA 98362	

Washington State Department of Health – Primary Point of Contact	
Name: Robin Albrandt	Title: Regional Care Coordination Liaison
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Email Address: robin.albrandt@doh.wa.gov	
Mailing Address: PO Box 47855, Olympia, WA 98504-7855	

Exhibit A
Statement of Work
Contract Term: 2022-2024

DOH Program Name or Title: BEACH Program- Effective March 1, 2022

Local Health Jurisdiction Name: Clallam County Health & Human Services
Contract Number: CLH31005

SOW Type: Original **Revision # (for this SOW)**

Period of Performance: March 1, 2022 through October 31, 2022

Funding Source	Federal Compliance (check if applicable)	Type of Payment
☒ Federal Subrecipient ☐ State ☐ Other	☒ FFATA (Transparency Act) ☐ Research & Development	☒ Reimbursement ☐ Fixed Price

Statement of Work Purpose: The Beach Environmental Assessment, Communication, and Health (BEACH) Program monitors water at marine swimming beaches for bacteria and provides public notification when levels are unsafe.

Revision Purpose: N/A

DOH Chart of Accounts Master Index Title	Master Index Code	Assistance Listing Number	BARS Revenue Code	LHJ Funding Period Start Date	LHJ Funding Period End Date	Current Allocation	Allocation Change Increase (+)	Total Allocation
FFY2022 SWIMMING BEACH ACT GRANT IAR (ECY)	26505922	66.472	333.66.47	03/01/22	10/31/22	0	6,500	6,500
						0	0	0
						0	0	0
						0	0	0
						0	0	0
						0	0	0
						0	0	0
TOTALS						**0**	**6,500**	**6,500**

Task #	Activity	Deliverables/Outcomes	Due Date/Time Frame	Payment Information and/or Amount
1	BEACH Program Administration and Annual Meeting: Time spent on administrative duties related to the BEACH Program and the 2022 Annual meeting.	Summarize time spent on administrative duties in annual report.	Annual meeting held in March 2022. Annual report due October 31, 2022.	Reimbursement for actual costs up to $6,500 for tasks 1-3. Sub-recipient may use their discretion in prioritizing which task(s) to pay with this award.
2	Bacteria Monitoring & Public Notification • Collect samples and field observations in accordance with BEACH Program Quality Assurance Project Plan (QAPP). Notify BEACH Program Manager in advance if samples cannot be collected.	1. Enter data into Department of Ecology's BEACH Program Database.	1. Enter data results into database by Friday each week of sample collection.	

Task #	Activity	Deliverables/Outcomes	Due Date/Time Frame	Payment Information and/or Amount
	Coordinate deviations from the QAPP and/or schedule with the BEACH Program Manager. • Post and/or remove swimming advisory signs as needed. Provide public education about beach water quality. Notify BEACH Program Manager of swimming advisories as soon as possible.	2. Email copies of laboratory analytical reports to BEACH Program Data Manager. 3. Include a list of swimming advisories in annual report.	2. Email copies of reports upon receipt. 3. Annual report due October 31, 2022.	
3	Illness Pollution Investigations Notify BEACH Program Manager of any illness reports related to recreational swimming beaches. Conduct illness investigations as needed.	1. Provide notification via telephone to BEACH Program Manager. 2. Summarize illness investigation in annual report.	1. Within fourteen (14) business days. 2. Annual report due October 31, 2022.	

DOH Program and Fiscal Contact Information for all ConCon SOWs can be found on the DOH Finance SharePoint site. Questions related to this SOW, or any other finance-related inquiry, may be sent to finance@doh.wa.gov.

Federal Funding Accountability and Transparency Act (FFATA) (Applies to federal grant awards.)
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To comply with this act and be eligible to perform the activities in this statement of work, the LHJ must have a Data Universal Numbering System (DUNS®) number.

Information about the LHJ and this statement of work will be made available on USASpending.gov by DOH as required by P.L. 109-282.

Program Specific Requirements
This section is for program specific information not included elsewhere. In SOWs where more than one project is listed, each requirement must be identified by MI Code.

The funds for this project are being provided by an Environmental Protection Agency grant, Agreement Number CU-01J74301-1, Catalog of Federal Domestic Assistance Number 66.472 – Beach Monitoring and Notification Program Implementation Grants.

Program Manual, Handbook, Policy References: Quality Assurance Project Plan https://apps.ecology.wa.gov/publications/SummaryPages/1903119.html

Exhibit A
Statement of Work
Contract Term: 2022-2024

DOH Program Name or Title: Office of Immunization COVID-19 Vaccine - Effective January 1, 2022

Local Health Jurisdiction Name: Clallam County Health & Human Services

Contract Number: CLH31005

SOW Type: Revision **Revision # (for this SOW)** 1

Funding Source	Federal Compliance (check if applicable)	Type of Payment
☒ Federal Subrecipient ☐ State ☐ Other	☒ FFATA (Transparency Act) ☐ Research & Development	☒ Reimbursement ☐ Fixed Price

Period of Performance: January 1, 2022 through June 30, 2024

Statement of Work Purpose: The purpose of this statement of work (SOW) is to provide funding to conduct COVID-19 vaccine activities.

Revision Purpose: Modify statement of work for COVID vaccine depot work (Task 3D)

DOH Chart of Accounts Master Index Title	Master Index Code	Assistance Listing Number	BARS Revenue Code	LHJ Funding Period Start Date	LHJ Funding Period End Date	Current Allocation	Allocation Change None	Total Allocation
COVID19 Vaccines R4	74310230	93.268	333.93.26	01/01/22	06/30/24	359,803	0	359,803
						0	0	0
						0	0	0
						0	0	0
						0	0	0
						0	0	0
TOTALS						**359,803**	**0**	**359,803**

Task #	Activity	Deliverables/Outcomes	Due Date/Time Frame	Payment Information and/or Amount
3.A	Identify activity/activities to support COVID vaccine response in your community, using the examples below as a guideline. **Example 1:** Develop and implement communication strategies with health care providers, community, and/or other partners to help build vaccine confidence broadly and among groups anticipated to receive early vaccination, as well as dispel vaccine misinformation. Document and provide a plan that shows the communication strategies used with health care providers and other partners and the locally identified population anticipated to reach.	Summary of the engagement strategies to be used with health care providers and other partners, and the locally identified population to be reached.	January 31, Annually	Reimbursement for actual costs incurred, not to exceed total funding consideration amount.

Task #	Activity	Deliverables/Outcomes	Due Date/Time Frame	Payment Information and/or Amount
	Example 2: Engage in other vaccination planning activities such as partnership development, provider education, vaccination point of dispensing (POD) planning, tabletop exercises, engagement with communities, leaders, non-traditional provider, or vulnerable populations to develop strategies to ensure equitable access to vaccination services			
3.B	Implement the communication strategies or other activities, working with health care providers and other partners to reach the locally identified population, support providers in vaccination plans, and support equitable access to vaccination services.	Mid-term written report describing activity/activities and progress made to-date and strategies used (template to be provided)	June 30, Annually	Reimbursement for actual costs incurred, not to exceed total funding consideration amount.
3.C	Catalog activities and conduct an evaluation of the strategies used	Final written report, showing the strategies used and the final progress of the reach (template to be provided)	December 31, Annually	Reimbursement for actual costs incurred, not to exceed total funding consideration amount.
3.D	Between January 1, 2022 and ~~*February 28, 2022*~~, *June 30, 2022*, perform as a vaccine depot to provide COVID vaccine. Duties include ordering and redistributing of COVID-19 vaccine, assure storage space for minimum order sizes, initiating transfer in the Immunization Information System (IIS), coordinate with providers for physical transport of doses, and maintaining inventory of COVID vaccine by manufacturer.	a. Complete a redistribution agreement. b. Report inventory reconciliation page. c. Report lost (expired, spoiled, wasted) vaccine to the IIS. d. Report transfer doses in the IIS and VaccineFinder. e. Monitor and maintain vaccine temperature logs from digital data logger and/or the temperature monitoring system for a minimum of 3 years.	a. Complete by January 31 (if not previously submitted) b. Reconcile and submit inventory once monthly in the IIS. c. Report lost vaccine within 72 hours in the IIS. d. Update within 24 hours from when transfers occur. e. Download as needed (retain temperature data on site for 3 years)	Reimbursement for actual costs incurred, not to exceed total funding consideration amount.
3.E	As needed to meet community needs, expand operations to increase vaccine throughput (i.e., providing vaccinations during evenings, overnight, and on weekends). Activities may include vaccine strike teams, mobile vaccine clinics, satellite clinics, temporary, or off-site clinics to travel and provide vaccination services in non-traditional settings, or to supplement the work of local health departments in underserved communities, and may include administration costs for other vaccines co-administered at the events. These activities may be done by the local health department or in collaboration with community partners. (See Restrictions on Funds below)	Quarterly reports summarizing quantity, type, and frequency of activities	March 31, Annually June 30, Annually	Reimbursement for actual costs incurred, not to exceed total funding consideration amount.

Task #	Activity	Deliverables/Outcomes	Due Date/Time Frame	Payment Information and/or Amount
3.F	At the LHJ discretion, provide incentives to persons receiving COVID vaccine, adhering to *LHJ Guidance for COVID Initiatives Application* requirements and allowable/unallowable use of federal funds.	a. LHJ Incentive Plan Proposal b. Quarterly report that summarizes quantity of incentives purchased and distributed	a. Prior to implementing b. March 31, Annually June 30, Annually	Reimbursement for actual costs incurred, not to exceed total funding consideration amount.

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Exhibit A
Statement of Work
Contract Term: 2022-2024

DOH Program Name or Title: NEP PIC NTA 0153 Enhanced Phase 2- Effective January 1, 2022

Local Health Jurisdiction Name: Clallam County Health & Human Services

Contract Number: CLH31005

SOW Type: Original **Revision # (for this SOW)**

Period of Performance: January 1, 2022 through September 30, 2022

Funding Source	Federal Compliance (check if applicable)	Type of Payment
☒ Federal Subrecipient	☒ FFATA (Transparency Act)	☒ Reimbursement
☐ State	☐ Research & Development	☐ Fixed Price
☐ Other		

Statement of Work Purpose: The purpose of this statement of work (SOW) is toprotect and recover (upgrade) harvestable shellfish beds within Dungeness Bay. Tasks include: monitor water quality, and identify and correct sources of pollution (e.g., onsite sewage systems, agriculture, pet waste) in Upper Matriotti Creek and Bell Creek, as well as previous PIC focus areas. This work also supports an OSS cost-share program as a subaward to Clallam Conservation District.

Note: The total funding allocation is the estimated unspent funding from the 2018-2021 contract and may be adjusted if necessary in a future contract amendment.

Revision Purpose: N/A

DOH Chart of Accounts Master Index Title	Master Index Code	Assistance Listing Number	BARS Revenue Code	LHJ Funding Period Start Date	LHJ Funding Period End Date	Current Allocation	Allocation Change Increase (+)	Total Allocation
PS SSI 1-5 PIC TASK 4	261K1208	66.123	333.66.12	01/01/22	09/30/22	0	311,808	311,808
						0	0	0
						0	0	0
						0	0	0
						0	0	0
						0	0	0
TOTALS						**0**	**311,808**	**311,808**

GOALS & MEASURABLE OBJECTIVES

This simply summarizes key deliverables and measures called out in the tasks below. This table is a component of the FEATS report.

Description (e.g., "shellfish beds reopened")	Units (e.g. "acres")	Targets ("number")
Number of upgraded acres from Conditionally Approved to Approved in Dungeness Bay	Acres	90
Number of landowners in PIC target area educated about purpose of PIC projects to improve water quality	Landowners	100
Number of priority pollution sources identified in PIC focus area(s)	On-site septic systems (OSS), agriculture, pet waste	5
Number of OSS failures identified	OSS failures	10
Number of OSS failures corrected	OSS corrected	10

Number of OSS cost share projects completed	OSS Corrected	10
Number of hotspots identified	Hotspots found	5
Number of hotpots corrected	Hotspots fixed	5
Number of enforcement actions	Enforcement	5

Task #	Task/Activity/Description	Deliverables/Outcomes	Due Date/Time Frame	Payment Information and/or Amount
TASK 1. PROJECT DEVELOPMENT This task must be completed before initiating any other work under this subaward. Work completed prior to the completion of Task 0 will be ineligible for reimbursement under this subaward.				
1.0	**PROJECT SPATIAL DATA COORDINATES** Provide relevant spatial data for the project in the following format: (latitude, longitude). Please use a representative sample site in the project area as applicable or the coordinates of a subrecipient's office may also be used when a specific project site is not available. **PROJECT LOCATION:** **18a. Latitude** | **18b. Longitude**	Project Spatial Data and Climate Assessment	By first Quarterly Report	Reimbursement up to **$1,176** based on actual costs.
1.2	**QUALITY ASSURANCE PROJECT PLAN (QAPP) DEVELOPMENT** **Work related to collecting or using environmental data may not begin until a Quality Assurance Project Plan (QAPP) is completed and approved.** DOH and Ecology's NEP Quality Coordinator (NEP QC) will determine if a QAPP is required for this project. DOH will notify subrecipient in writing if a QAPP is required or is not required. If a QAPP is required, subrecipients will work with DOH and NEP QC to develop and submit a QAPP for approval. The QAPP development and approval process is a multi-step process. See EPA Federal Terms and Conditions, Programmatic Condition **M. Quality Assurance Requirements (2 CFR 1500.11)** in this agreement for directions. For more information, review the Washington State Department of Ecology's NEP Quality Assurance web page: https://ecology.wa.gov/About-us/How-we-operate/Scientific-services/Quality-assurance/Quality-assurance-for-NEP-grantees.	QAPP (if required) a. QAPP addendum submitted for review and approval b. QAPP approved with fully executed signature page	a. 30 days after contract start date. b. Before collecting or analyzing environmental data.	
1.3	**EVALUATION PLAN AND REPORTING FORM (DOH TEMPLATE):** Before beginning work, subrecipient will complete the Evaluation Plan (a short one-page planning document) describing the program's plans for evaluation, including data collection methods. Then, following project completion, they will complete the Evaluation Reporting Form (a short one-page document used to discuss the outcome	a. Evaluation Plan b. Evaluation Reporting	a. Draft due within 60 days of agreement start date.	

Task #	Task/Activity/Description	Deliverables/Outcomes	Due Date/Time Frame	Payment Information and/or Amount
	results and what the results say about the impact and success of the program activities).		b. 30 days before contract end date	
TASK 2. PROJECT MANAGEMENT AND REPORTING This task describes the data collection and reporting requirements associated with this subaward. Maintenance of project records, submittal of payment vouchers, fiscal forms, and progress reports; compliance with applicable procurement, contracting and inter-local agreement requirements; 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. Carry out project in accordance with any completion dates outlined in the agreement. Refer to and comply with all underlying federal terms and conditions.				
2.1	**PROJECT FACTSHEET** Create a project factsheet (using provided template) and submit in MS Word and PDF with first quarterly report. An updated factsheet is due at the end of the contract.	Project Fact Sheet	Due with first Quarterly Report	Reimbursement up to **$8,736** based on actual costs.
2.2	**MONTHLY INVOICING AND PROGRESS SUMMARY** The subrecipient will submit invoices with all applicable forms included following the DOH ConCon billing process. Invoices must be submitted monthly after work is completed. Invoices will be reviewed for consistency with progress. The subrecipient will email monthly invoices to NEPInvoices@doh.wa.gov and deliverables to the DOH Contract Manager. The reporting periods are synced to inform the grant program's EPA reporting schedule; therefore, it is critical that the subrecipient submit according to the following schedule. Progress reports shall include, at a minimum: • A description of the work completed in the last month, including total spending by the subrecipient any partners and any completed deliverables. • The status and completion date for the project activities and near-term deliverables. • Description of any problem or circumstances affecting the completion date, scope of work, or costs. • Evidence that you have satisfactorily completed all the reporting requirements (see below).	Invoices and Project Summaries	Monthly (FEATS will serve as quarterly project summary for Quarter 1 and Quarter 3, annually. See FEATS schedule in Task 2.3)	
2.3	**FEATS (TEMPLATE WILL BE PROVIDED)** Complete bi-annual *Financial and Ecosystem Accounting Tracking System* (FEATS) progress reports, as well as a final FEATS report. The final FEATS report, reflecting the final project billing, will be provided during project closeout, after the end of the grant, and will describe the entire project, highlighting project outcomes and discussing lessons learned. See also EPA Terms and Conditions, Programmatic Conditions *A. Semi-Annual Performance Reports and B. Final Report* in this agreement.	Semi-annual FEATS reports	April 1 and October 1, annually and upon contract completion.	

Task #	Task/Activity/Description	Deliverables/Outcomes	Due Date/Time Frame	Payment Information and/or Amount
2.4	**PUGET SOUND PARTNERSHIP REQUIRED NTA REPORTING** NTA owners are required to report to the Puget Sound Partnership (PSP) on the implementation status of their actions on a semiannual basis and the financial status of their actions on an annual basis. Consult with PSP for specific deadlines.	a. Implementation Status b. Financial Status	a. Annual, spring and fall and upon contract end. b. Annual, summer and upon contract end.	
2.5	**WATER QUALITY EXCHANGE (WQX) DATA REPORTING** WQX refers to an electronic database for water quality monitoring data developed by EPA. If subrecipients collect any physical, chemical or environmental data (e.g. dissolved oxygen, water temperature, salinity, turbidity, pH, phosphorous, total nitrogen, E. coli or Enterococci, and other biological and habitat data) WQX reporting will be required. Data can be submitted quarterly or annually for an entire calendar year (Jan. 1 – Dec. 31). To assist in tracking in WQX, name your project as follows: *NEP_2019_(insert organization name)*; the unique project ID needs to be 35 characters or less. Include the WQX ID in the quarterly progress reports. **Error! Hyperlink reference not valid.** is an entry verification sample for reference.	Proof of WQX data entry	Quarterly per Task 2.2-2.3 schedule Final WQX entry completed upon contract completion	
2.6	**WOMEN/MINORITY-OWNED BUSINESS (MBE/WBE) REPORTS** Subrecipients are required to submit MBE/WBE utilization reports annually. Reports will be in the following format and will include all qualifying purchases. Reporting periods are from October 1 to September 30 annually. Reports are due to DOH 15 calendar days after the end of each reporting period.	MBE/WBE Reporting (See EPA Terms and Conditions: Administrative Condition B in this document for reporting form)	October 15, annually and upon contract completion	
2.7	**BROADER COMMUNICATIONS (PRESENT AT REGIONAL CONFERENCE AND SUBMIT PROJECT PHOTOS)** Participate in and present project outcomes at a regional event relevant to the project topic (conference, forum, stakeholder workshop, etc.). Work with DOH to determine targeted audience and ensure purpose of communication is clear. Submit draft materials to DOH for review prior to event. In addition, submit high-quality project photos or video clips of the project (process, progress, etc.). Ensure anyone in the photo or video has signed a release in case photos or videos are used for future publications. NOTE: INTERNATIONAL TRAVEL REQUIRES PRE-APPROVAL.	a. Present at regional conference, for example PIC or WSEHA **Submit draft presentation materials to DOH for review** b. Submit photos	a. Minimum two-week review b. By contract end date	

Task #	Task/Activity/Description	Deliverables/Outcomes	Due Date/Time Frame	Payment Information and/or Amount
2.8	**FINAL PROJECT REPORT (DOH TEMPLATE)** A brief final report (approximately 1-2 pages) will be written by the project owners that describes the methods, results, lessons learned and recommendations for future work. The final report will evaluate the success of achieving the performance measures identified in the detailed project plan. Included with the final project report will be an updated Project Factsheet (see 2.1).	a. Draft Final Report Final Report b. Updated Fact Sheet (see Task 2.1)	a. Draft due 30 days prior to contract end date; Final due upon contract completion b. Contract end date	
TASK 3. POLLUTION IDENTIFICATION AND CORRECTION (PIC) Failing onsite septic systems (OSS) will be identified and repaired; working OSS will be monitored and maintained by providing education, technical and financial assistance, and enforcing routine inspection requirements. Agricultural (AG) problems contributing to fecal pollution will be identified and remediated. Best management practices (BMPs) and education for animal and pet waste will be implemented. Protocols for investigative actions within the PIC area including definition of a hotspot, dye testing, site inspections, and OSS enforcement can be found in the 2014 document "Pollution Identification and Correction for the Sequim Bay-Dungeness Watershed Clean Water District".				
3.1	**PIC PROGRAM COORDINATION** PIC advisory group meetings with project partners will be held quarterly or as needed to advance collaborative work in the PIC project area. Partners will report on their work according to a format developed by the group. The advisory group will select the next PIC focus area (Phase 2). Group will provide oversight, guidance and structure for consistent procedures for the PIC program. PIC sub-meetings specific to PIC outside of Clean Water Work Group (CWWG) as needed throughout project. Coordinate with landowners within the project area. Hold one (1) to two (2) open house public meetings in the Project Area to inform landowners of project Determine segmented sampling locations in PIC Project Area. Review history of landowner cooperation and access points in conjunction with locations of OSS and AG to determine best sampling locations.	Describe progress in quarterly and FEATS reports. a. Documentation of PIC focus area (Phase 2) selected by PIC Partners and CWWG b. Meeting frequency – CWWG Quarterly Meetings (submit notes and attendance) for all CWWG meetings conducted under this contract c. -Meeting notes and attendance for any meetings conducted under this contract d. Open House meeting agenda, attendance, and handouts provided for all Open House's	Per Task 2 reporting schedule a. Project area map December 1, 2020 b. Quarterly per Task 2.2-2.3 schedule as applicable c. Quarterly per Task 2.2-2.3 schedule as applicable d. Quarterly per Task 2.2-2.3 schedule as applicable	Reimbursement up to **$56,956** based on actual costs.

Task #	Task/Activity/Description	Deliverables/Outcomes	Due Date/Time Frame	Payment Information and/or Amount
		conducted under this contract. e. Submit map with segmented sampling sites	e. Segmented sampling sites map December 1, 2020	
3.2	**POLLUTION IDENTIFICATION AND CORRECTION** This includes conducting sanitary surveys and sampling shoreline tributaries to identify sources of fecal coliform bacteria and/or E. coli bacteria. Once a source is identified, the SUBRECIPIENT will work to eliminate or mitigate the source. All pollution identification data paid for by the grant will be shared with state or federal agencies upon request. Within the PIC project area Clallam County will conduct pollution source follow-up, technical assistance, and enforcement with regulatory backstopping by Clallam County Department of Community Development, USDA, and WDFW as needed, depending on facility type.	a. Investigation Flowchart* (submit updated charts as needed and with new funds) b. Collect approximately 425 water samples c. Report the number of sites requiring resampling d. Conduct approximately 5 sanitary surveys e. Report number of failing septic systems identified f. Report number of failing septic systems corrected	a. With Draft QAPP or before sampling begins b. 10% by December 31, 2020 30% by February 28, 2022 60% by April 30, 2022 c. Quarterly per Task 2.2-2.3 schedule as applicable d. By contract end date e-f. FEATS (Task 2) in the format: • number, • type, • location, and • status of pollution sources identified	
3.3	**OUTREACH AND EDUCATION** The Subrecipient will develop a long-term education and outreach plan and implementation methodology in the Dungeness Watershed/Focus Area. This plan may incorporate Evaluation Plan and Report Form from Task 1.3. The Subrecipient will develop educational and marketing tools based on the Plan. The Subrecipient will	a. Plan and implementation methodology	a. June 30, 2021 b. June 30, 2021	

Task #	Task/Activity/Description	Deliverables/Outcomes	Due Date/Time Frame	Payment Information and/or Amount
The CCD OSS Cost-Share program will provide the following services: • Conduct outreach to landowners and stakeholders regarding OSS cost-share program • Assist applicants with application process • Review and approve/disapprove applications • Complete cost-share process through installation and County approval. • Conduct administrative tasks for grant reporting, coordination, and cost share reimbursement. • Maintain project records and submit grant reporting information. • Collect and report necessary information for payment vouchers. • Provide administrative assistance to participants to meet reporting requirements for cost share reimbursement. • Submit progress reports and cost share reimbursements with the number, type, cost and location, as well as before and after photos of each OSS project completed and in progress and the total amount spent for each reporting period and a running total. • **SECTION 106** Before any ground disturbing work has started the Subrecipient will work with DOH to conduct cultural resource review for funded repairs in a timely manner. The Subrecipient will submit an EZ1 Form and will maintain an up-to-date Inadvertent Discovery Plan (IDP). (The IDP is also submitted as a deliverable.) The Subrecipient shall comply with the additional requirements under Section 106 of the National Historic Preservation Act (NHPA, 36 CFR 800). Subrecipient shall take reasonable action to avoid, minimize, or mitigate adverse effects to archeological and historic resources. Activities associated with archaeological and historic resources are an eligible reimbursable cost subject to approval by DOH. Subrecipient shall: a) Contact DOH NEP Program to discuss any Cultural Resources requirements for the project: • For capital construction projects, if required, comply with Governor Executive Order 05-05, Archaeology and Cultural Resources. • For projects with any federal involvement, if required, comply with the National Historic Preservation Act. • Any cultural resources federal or state requirements must be completed prior to the start of any work on the project site. b) Submit an Inadvertent Discovery Plan (IDP) to DOH prior to implementing any project that involves ground disturbing activities. DOH will provide the IDP form. DOH shall: • Keep the IDP at the project site. • Make the IDP readily available to anyone working at the project site. • Discuss the IDP with staff and contractors working at the project site. • Implement the IDP when cultural resources or human remains are found at the project site. c) If any archeological or historic resources are found while conducting work under this Agreement: • Immediately stop work and notify the DOH NEP Program, the Department of Archaeology and Historic Preservation at (360) 586-3064, any affected Tribe, and the local government. d) If any human remains are found while conducting work under this Agreement: • Immediately stop work and notify the local Law Enforcement Agency or Medical Examiner/Coroner's Office, and then the DOH NEP Program. e) Comply with RCW 27.53, RCW 27.44.055, and RCW 68.50.645, and all other applicable local, state, and federal laws protecting cultural resources and human remains.			
4.1	**OSS Cost-Share Program:** a. Upon receiving a referral from Clallam County Environmental Health, Clallam Conservation District (CCD) will vet and assist applicants and submit a list of proposed OSS Cost-Share projects for DOH review. DOH will review the projects and locations for eligibility.	a. Submit CCEH referral and proposed OSS Cost-Share project to DOH prior to CCD Board approval.	a. Ongoing b. September 20, 2022	Reimbursement up to **$244,100** based on actual costs.

Task #	Task/Activity/Description	Deliverables/Outcomes	Due Date/Time Frame	Payment Information and/or Amount
	b. CCD will administer funds for up to 75% of the system repair or replacement and 100% of the design costs of approved cost-share OSS system replacements. c. Report on **the number, type and location** of OSS systems installed and/or in progress and the total spent for each reporting period and the total to date spent. Submit before and after photos of each installation. The final report will provide a summary of completed OSS Cost-Share projects.	b. Documentation, including photos, for 10 cost-share projects c. Describe progress in quarterly and FEATS reports.	c. Per Task 1 schedule	
TASK 5. INDIRECT COSTS Indirect costs calculated at 33.81% of salaries.				
5.1	Indirect costs calculated at 33.81% of salaries.	Invoiced on a continuing basis.	Ongoing	Reimbursement up to **$11,847** based on actual costs.

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Federal Funding Accountability and Transparency Act (FFATA) (Applies to federal grant awards.)
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To comply with this act and be eligible to perform the activities in this statement of work, the LHJ must have a Data Universal Numbering System (DUNS®) number.

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Program Specific Requirements

BUDGET	
Category	**Amount**
Personnel/Salaries	$35,040
Fringe Benefits	$14,016
Travel	$0
Equipment (federal definition – anything over $5,000)	$0
Supplies	$0
Contracts Lincoln Street Shipping: shipping nutrient samples at $420 UW Marine Lab: nutrient analysis at $4,550	$4,970
Other	$256,942

• CCEH Water Lab: $12,750 for 425 samples • Clallam Conservation District subaward for OSS Cost-Share program: $244,100 • Room Rental: $92	
Total Direct Charges	$310,968
Indirect Charges (federally approved rate) 33.81% **verify approved rate at INSERT GRANTS UNIT LINK***	$11,847
TOTAL – Not to Exceed $322,815	**$322,815**

Special Requirements:

Federal Funding Accountability and Transparency Act (FFATA)

This statement of work is supported by federal funds that require compliance with the Federal Funding Accountability and Transparency Act (FFATA or the Transparency Act). The purpose of the Transparency Act is to make information available online so the public can see how the federal funds are spent.

To comply with this act and be eligible to perform the activities in this statement of work, the LHJ must have a Data Universal Numbering System (DUNS®) number.

Information about the LHJ and this statement of work will be made available on USASpending.gov by DOH as required by P.L. 109-282.

Program Manual, Handbook, Policy References:

Clallam County On-Site Septic System Management Plan, June 12, 2007
Pollution Identification and Correction for the Sequim Bay-Dungeness Watershed Clean Water District, December 2014

Staffing Requirements:

This project will utilize existing staff including the Environmental Health Water Quality Specialist, onsite grant Environmental Health Specialist, Database Administrator, and Health and Human Services Accounting Office working on the PIC Program.

Special References:

WAC 246-272A, RCW 70.118A, Puget Sound Action Agenda, Interim PIC Program Protocols

Federal funds from the Environmental Protection Agency (EPA) National Estuary Program (NEP) Account must be used to implement elements and activities of the local on-site sewage management plans that do not conflict with and are consistent with the goals, strategies, objectives, and actions of the Puget Sound Action Agenda.

Monitoring Visits:

The DOH program contact may conduct at least one monitoring visit during the life of this project. The type, duration, and timing of visit will be determined and scheduled in cooperation with the subawardee. The DOH Fiscal Monitoring Unit may at least one fiscal monitoring visit during the life of this project.

Special Instructions:

Progress reports are due to DOH via email to jill.stewart@doh.wa.gov on April 1st, and October1st of every year, and upon project completion. Minority and Women-Owned business Reporting is due to megan.schell@doh.wa.gov on the following dates: October 15 annually, and upon project completion.

All environmental data must be entered by the LHJ into EPA's Water Quality Exchange data system (WQX) at https://www.epa.gov/waterdata/water-quality-data-wqx. The semi-annual report format and data reporting requirements will be provided by DOH and may be modified throughout the contract period via email announcement.

Program Specific Requirements/Narrative

The following provisions are the pass-thru requirements of all U.S. EPA - DOH subawards funded under cooperative agreement PC01J18001.

Administrative Conditions

1. **General Terms and Conditions**
The General Terms and Conditions of this agreement are updated in accordance with the link below. However, these updated conditions apply solely to the funds added with this statement of work and any previously awarded funds not yet disbursed by the subrecipient as of the award date of this amendment. The General Terms and Conditions cited in the original award or prior funded amendments remain in effect for funds disbursed by the subrecipient prior to the award date of this amendment.

   The subrecipient agrees to comply with the current EPA general terms and conditions available at: https://www.epa.gov/sites/production/files/2019-09/documents/fy_2020_epa_general_terms_and_conditions_effective_october_1_2019.pdf

   These terms and conditions are binding for disbursements and are in addition to or modify the assurances and certifications made as a part of the award and the terms, conditions, or restrictions cited throughout the award.

   The EPA repository for the general terms and conditions by year can be found at http://www.epa.gov/grants/grant-terms-and-conditions.

2. **Extension of Project/Budget Period Expiration Date**
EPA has not exercised the waiver option to allow automatic one-time extensions for non-research grants under 2 CFR 200.308 (d)(2). Therefore, if a no-cost time extension is necessary to extend the period of availability of funds the subrecipient must submit a written request to the DOH Contract Manager prior to the budget/project period expiration dates. **The written request must include:** a justification describing the need for additional time, an estimated date of completion, and a revised schedule for project completion including updated milestone target dates for the approved workplan activities. In addition, if there are overdue reports required by the general, administrative, and/or programmatic terms and conditions of this assistance agreement, the subrecipient must ensure that they are submitted along with or prior to submitting the no-cost time extension request.

3. **Disadvantaged Business Enterprise (DBEs)**

   UTILIZATION OF SMALL, MINORITY AND WOMEN'S BUSINESS ENTERPRISES

   GENERAL COMPLIANCE, 40 CFR, Part 33
The subrecipient agrees to comply with the requirements of EPA's Disadvantaged Business Enterprise (DBE) Program for procurement activities under assistance agreements, contained in 40 CFR, Part 33 except as described below based upon the associated class deviation.

   EPA MBE/WBE CERTIFICATION, 40 CFR, Part 33, Subpart B
A class exception to the following provisions of Subpart B of 40 CFR Part 33 has been issued suspending the EPA MBE/WBE certification program: §33.204(a)(3) providing that an entity may apply to EPA MBE or WBE certification after unsuccessfully attempting to obtain certification as otherwise described in §33.204; and §33.205 through and including §33.211. The class exception was authorized pursuant to the authority in 2 CFR 1500.3(b).

   SIX GOOD FAITH EFFORTS, 40 CFR, Part 33, Subpart C
Pursuant to 40 CFR, Section 33.301, the subrecipient agrees to make the following good faith efforts whenever procuring construction, equipment, services and supplies under an EPA financial assistance agreement, and to require that subrecipients, loan recipients, and prime contractors also comply.

   Records documenting compliance with the six good faith efforts shall be retained:

   (a) Ensure DBEs 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 will include placing DBEs on solicitation lists and soliciting them whenever they are potential sources.

   (b) Make information on forthcoming opportunities available to DBEs and arrange time frames for contracts and establish delivery schedules, where the requirements permit, in a way that encourages and facilitates participation by DBEs in the competitive process. This includes, whenever possible, posting solicitations for bids or proposals for a minimum of 30 calendar days before the bid or proposal closing date.

   (c) Consider in the contracting process whether firms competing for large contracts could subcontract with DBEs. For Indian Tribal, State and local Government recipients, this will include dividing total requirements when economically feasible into smaller tasks or quantities to permit maximum participation by DBEs in the competitive process.

(d) Encourage contracting with a consortium of DBEs when a contract is too large for one of these firms to handle individually.

(e) Use the services and assistance of the SBA and the Minority Business Development Agency of the Department of Commerce.

(f) If the prime contractor awards subcontracts, require the prime contractor to take the steps in paragraphs (a) through (e) of this section.

CONTRACT ADMINISTRATION PROVISIONS, 40 CFR, Section 33.302
The subrecipient agrees to comply with the contract administration provisions of 40 CFR, Section 33.302 (a)-(d) and (i).

BIDDERS LIST, 40 CFR, Section 33.501(b) and (c)
Subrecipients of a Continuing Environmental Program Grant or other annual reporting grant agree to create and maintain a bidders list. Subrecipients of an EPA financial assistance agreement to capitalize a revolving loan fund also agree to require entities receiving identified loans to create and maintain a bidders list if the recipient of the loan is subject to, or chooses to follow, competitive bidding requirements. Please see 40 CFR, Section 33.501 (b) and (c) for specific requirements and exemptions.

FAIR SHARE OBJECTIVES, 40 CFR, Part 33, Subpart D
A class exception to the entire Subpart D of 40 CFR Part 33 has been authorized pursuant to the authority in 2 CFR 1500.3(b). Notwithstanding Subpart D of 40 CFR Part 33, subrecipients are not required to negotiate or apply fair share objectives in procurements under assistance agreements.

MBE/WBE REPORTING- SPECIFIC CHANGES PURSUANT TO CLASS DEVIATION, 40 CFR, Part 33, Subpart E
When required, the subrecipient agrees to complete and submit a "MBE/WBE Utilization Under Federal Grants and Cooperative Agreements" report (EPA Form 5700-52A) on an annual basis. The current EPA Form 5700-52A can be found at the EPA Grantee Forms Page at

https://www.epa.gov/grants/epa-grantee-forms.

Annual reports are due by October 1st of each year. Final reports are due by October 15th or 90 days after the end of the project period, whichever comes first.

This provision represents an approved deviation from the MBE/WBE reporting requirements as described in 40 CFR, Part 33, Section 33.502.

4. **Contingent Funding**
EPA is funding this agreement incrementally. There is no guarantee of funding beyond the first year. The **Total Approved Assistance Amount** identified on Line 12 of the budget table of this award is contingent upon the availability of appropriated funds, EPA funding priorities, and satisfactory progress in carrying out the activities described in the scope of work. If EPA informs the recipient that the amount on Line 12 will be reduced, the recipient agrees to provide an updated workplan.

5. **Indirect Costs for States and Tribal (also listed in General Terms and Conditions)**
The cost principles of 2 CFR 200 Subpart E are applicable, as appropriate, to this award.

In addition to the General Terms and Conditions "Indirect Cost Rate Agreements", if the subrecipient does not have a previously established indirect cost rate, it agrees to prepare and submit its indirect cost rate proposal in accordance with 2 CFR 200 Appendix VII.

For State Agencies
The subrecipient must send its proposal to its cognizant federal agency within six (6) months after the close of the governmental unit's fiscal year. If EPA is the cognizant federal agency, the state subrecipient must send its indirect cost rate proposal within six (6) months after the close of the governmental unit's fiscal year to:

Regular Mail
Financial Analysis and Rate Negotiation Service Center Office of Acquisition Management
U.S. Environmental Protection Agency
1200 Pennsylvania Avenue, NW, MC 3802R Washington, DC 20460

Mail Courier (e.g. FedEx, UPS, etc.)
Financial Analysis and Rate Negotiation Service Center Office of Acquisition Management
US Environmental Protection Agency

1300 Pennsylvania Avenue, NW, 6th floor Bid and Proposal Room Number 61107 Washington, DC 20004

For Indian Tribe

If the subrecipient does not have a previously established indirect cost rate, the subrecipient must submit their indirect cost rate proposals to:

National Business Center Indirect Cost Services
U.S. Department of the Interior 2180 Harvard Street, Suite 430 Sacramento, CA 95815-3317

The subrecipient agrees to comply with the audit requirements in accordance with 2 CFR 200 Subpart F.

6. **Consultant Cap (also listed in General Terms and Conditions)**
EPA participation in the salary rate (excluding overhead) paid to individual consultants retained by subrecipients or by a subrecipient's contractors or subcontractors is limited to the maximum daily rate for a Level IV of the Executive Schedule, available at:

https://www.opm.gov/policy-data-oversight/pay-leave/salaries-wages/

This limit applies to consultation services of designated individuals with specialized skills who are paid at a daily or hourly rate. This rate does not include transportation and subsistence costs for travel performed (the subrecipient will pay these in accordance with their normal travel reimbursement practices). The annual salary is divided by 2087 hours to determine the maximum hourly rate, which is then multiplied by 8 to determine the maximum daily rate.

Programmatic Conditions

Program Programmatic Terms and Conditions: 3/2020

1. **Semi-Annual Performance Reports**
The subrecipient shall submit performance reports for EPA's Puget Sound Financial and Ecosystem Accounting Tracking System (FEATS) every six (6) months during the life of the project. Reports are due the first calendar days after the end of each reporting period. The reporting periods shall end March 31st and September 30th of each calendar year. Reports shall be submitted to the DOH Contract Manager electronically on the FEATS form provided by the Contract Manager.

   In accordance with 2 CFR 200.328, as appropriate, the subrecipient agrees to submit performance reports that include brief information on each of the following areas:

   (a) A comparison of actual accomplishments to the outputs/outcomes established in the assistance agreement work plan for the period;

   (b) The reasons why established goals were not met, if appropriate;

   (c) Additional pertinent information including, when appropriate, analysis and explanation of cost overruns or high unit costs.

   In addition to the semi-annual performance reports, the subrecipient shall immediately notify the DOH Contract Manager of developments that have a significant impact on the award-supported activities. As appropriate, the subrecipient agrees to inform the DOH Contract Manager as soon as problems, delays or adverse conditions become known which will materially impair the ability to meet the outputs/outcomes specified in the assistance agreement work plan. This notification shall include a statement of the action taken or contemplated, and any assistance needed to resolve the situation.

2. **Final Performance Report**
The subrecipient shall submit a final performance report through FEATS, which is due 90 calendar days after the expiration or termination of the award. The report shall be submitted to the DOH Contract Manager and must be provided electronically. The report shall generally contain the same information as in the periodic reports but should cover the entire project period. After completion of the project, the DOH Contract Manager may waive the requirement for a final performance report if the DOH Contract Manager deems such a report is inappropriate or unnecessary.

3. **Program Income - Addition**
If program income is generated, the subrecipient is required to account for program income related to this project. Program income earned during the project period shall be retained by the subrecipient and shall be added to funds committed to the project by DOH and the subrecipient, and shall be used to further eligible project objectives.

4. **Recognition of EPA Funding**

Reports, documents, signage, videos, or other media, developed as part of projects funded by this assistance agreement shall contain the following statement: "This project has been funded wholly or in part by the United States Environmental Protection Agency under assistance agreement PC-01J18001 to the Washington State Department of Health. The contents of this document do not necessarily reflect the views and policies of the Environmental Protection Agency, nor does mention of trade names or commercial products constitute endorsement or recommendation for use."

5. **Peer Review**
The results of this project may affect management decisions relating to Puget Sound. Prior to finalizing any significant technical products the Principal Investigator (PI) of this project must solicit advice, review and feedback from a technical review or advisory group consisting of relevant subject matter specialists. A record of comments and a brief description of how respective comments are addressed by the PI will be provided to the Project Monitor prior to releasing any final reports or products resulting from the funded study.

6. **Competency of Organizations Generating and/or Using Environmental Measurement Data**
In accordance with Agency Policy Directive Number FEM-2012-02, Policy to Assure the Competency of Organizations Generating Environmental Measurement Data under Agency-Funded Assistance Agreements, subrecipient shall maintain competency for the duration of the project period of this agreement and this will be documented during the annual reporting process. A copy of the Policy is available online at https://www.epa.gov/sites/default/files/2017-05/documents/policy_to_assure_the_competency_of_organizations.pdf.

Federal Assistance Agreement Funds Exceed or Expect to Exceed $200,000

Subrecipient agrees, by entering into this agreement, that it has demonstrated competency prior to award, or alternatively, where a pre-award demonstration of competency is not practicable. Subrecipient agrees to submit documentation and demonstrate competency prior to carrying out any activities under the award involving the generation or use of environmental data.

R10 Quality Assurance Team Contact: Donald M. Brown at (206) 553-0717 or email: brown.donaldM@epa.gov.

7. **WQX Requirement (Updated STORET Condition – Water Quality Exchange Replaces STORET) – 3/2020**
Subrecipients are required to institute standardized reporting requirements into their work plans and include such costs in their budgets. All water quality data generated in accordance with an EPA approved Quality Assurance Project Plan (QAPP) as a result of this assistance agreement, either directly or by subaward, will be required to be transmitted into the Water Quality Portal (WQP) using either WQX or WQX web.

Water quality data appropriate for the Water Quality Portal (WQP) include physical, chemical, and biological sample results for water, sediment and fish tissue. The data include toxicity data, microbiological data, and the metrics and indices generated from biological and habitat data. The Water Quality Exchange (WQX) is the water data schema associated with the EPA, State and Tribal Exchange Network. Using the WQX schema partners map their database structure to the Water Quality Portal structure. WQX web is a web-based tool to convert data into the WQX format for smaller data generators that are not direct partners on the Exchange Network. More information about WQX, WQX web, and the Water Quality Portal, including tutorials, can be found at:

https://www.epa.gov/waterdata/water-quality-data-wqx.

If activities submitted as match for this federal assistance agreement involve the generation of water quality data, the resulting information must be publicly accessible (in the Water Quality Portal or some other database). Subrecipients are encouraged to develop a cross walk between any non-WQX database utilized for the storage of water quality data associated with match activities and EPA's Water Quality Exchange (WQX).

8. **Riparian Buffers**
Riparian buffer restoration projects in agricultural areas shall be consistent with the interim riparian buffer recommendations provided to EPA and the Natural Resource Conservation Service by National Marine Fisheries Service letters of January 30, 2013 (stamp received date - February 4, 2013) and April 9, 2013 (stamp received date – April 16, 2013), or the October 28, 2013 guidance. Grantees shall confirm in writing projects' consistency with the recommendations referenced above. When developing project proposals, grantees also should consider the extent to which proposals include appropriate riparian buffers or otherwise address pollution sources on other water courses on the properties in the project area to support water quality and salmon recovery. Deviations can only be obtained through an exception approved by EPA. In order for EPA to evaluate a request for an exception, the grantee must submit the scientific

rationale demonstrating adequacy of buffers for supporting water quality and salmon recovery. The request must summarize tribal input on the scientific rationale or other relevant issues.

The scientific rationale could be developed from sources such as site-specific assessment data, salmon recovery plans, Total Maximum Daily Loads (TMDLs) and the state nonpoint plan. EPA will confer with the National Oceanic and Atmospheric Administration (NOAA) and the Washington Department of Ecology and provide the opportunity for affected tribes to consult with EPA before making a final decision on a deviation request.

9. **International Travel (Including Canada) – PUGET SOUND PROGRAM WANTS TO HIGHLIGHT THIS DUPLICATE GENERAL TERM AND CONDITION.**
All International Travel must be approved by the Office of International and Tribal Affairs (OITA) BEFORE travel occurs. Even a brief trip to a foreign country, for example to attend a conference, requires OITA approval. Please contact your DOH Contract Manager as soon as possible if travel is planned out of the country, including Canada and/or Mexico, so that they can obtain appropriate approvals from EPA Headquarters. If you have questions, please contact your DOH Contract Manager listed on the approval page of the Award Document.

10. **Geospatial Data Standards**
All geospatial data created must be consistent with Federal Geographic Data Committee (FGDC) endorsed standards. Information on these standards may be found at www.fgdc.gov

11. **Lobbying and Litigation -- PUGET SOUND PROGRAM WANTS TO HIGHLIGHT THIS DUPLICATE GENERAL TERM AND CONDITION.**

All Subrecipients.

i. The chief executive officer of this subrecipient agency shall ensure that no grant funds awarded under this assistance agreement are used to engage in lobbying of the Federal Government or in litigation against the U.S. unless authorized under existing law. The subrecipient shall abide by the Cost Principles available at 2 CFR 200 which generally prohibits the use of federal grant funds for litigation against the U.S. or for lobbying or other political activities.

ii. The subrecipient agrees to comply with Title 40 CFR Part 34, New Restrictions on Lobbying. The subrecipient shall include the language of this provision in award documents for all subawards exceeding $100,000 and require that subrecipients submit certification and disclosure forms accordingly.

iii. In accordance with the Byrd Anti-Lobbying Amendment, any subrecipient who makes a prohibited expenditure under Title 40 CFR Part 34 or fails to file the required certification or lobbying forms shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such expenditure.

iv. Contracts awarded by a subrecipient shall contain, when applicable, the anti-lobbying provision as stipulated in the Appendix II to Part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards.

v. Pursuant to Section 18 of the Lobbying Disclosure Act, the subrecipient affirms that it is not a nonprofit organization described in Section 501(c)(4) of the Internal Revenue Code of 1986; or that it is a nonprofit organization described in Section 501(c)(4) of the Code but does not and will not engage in lobbying activities as defined in Section 3 of the Lobbying Disclosure Act. Nonprofit organizations exempt from taxation under section 501(c)(4) of the Internal Revenue Code that engage in lobbying activities are ineligible for EPA subawards.

12. **Quality Assurance Requirements (2 CFR 1500.11)**
Acceptable Quality Assurance documentation (QAPP) must be submitted to the DOH Contract Manager and NEP Quality Coordinator (NEP QC) within 30 days of the acceptance of this agreement or another date as negotiated with the DOH Contract Manager. No work involving direct measurements or data generation, environmental modeling, compilation of data from literature or electronic media, and data supporting the design, construction, and operation of environmental technology shall be initiated under this project until the DOH Contract Manager, in concert with the NEP Quality Coordinator, has approved the quality assurance document. Additional information on these requirements can be found at the EPA Office of Grants and Debarment website: https://www.epa.gov/grants/implementation-quality-assurance-requirements-organizations-receiving-epa-financial.

Instructions to Submit Quality Assurance Documents for Review

DOH and the NEP QC will determine if a QAPP is required for this project. If a QAPP is required, subrecipients will work with DOH and NEP QC to develop and submit a QAPP for approval. The QAPP development and approval process is a multi-step process. More information about QAPPs can be found at https://ecology.wa.gov/About-us/How-we-operate/Scientific-services/Quality-assurance/Quality-assurance-for-NEP-grantees.

13. **ULO Stretch Goal:**
Subrecipients should manage their programs and subaward funding in ways that reduce the length of time that federal funds obligated and committed to subaward projects are "unspent" federal funds, not yet drawn down through disbursements to subaward subrecipients.

Assistance agreement subrecipients are to apply these "stretch" goals throughout the life of the assistance agreement and to confer with your DOH Contract Manager whenever instances arise that make attainment of these stretch goals unlikely.

Stretch Goal: All funds should be spent by 2 ½ years of award start date.

Funds Awarded in FY2020 All Should Be Drawn down September 30, 2022.

14. **Animal Subjects -- PUGET SOUND PROGRAM WANTS TO HIGHLIGHT THIS DUPLICATE GENERAL TERM AND CONDITION.**
Subrecipient agrees to comply with the Animal Welfare Act of 1966 (P.L. 89-544), as amended, 7 USC 2131-2156. Subrecipient also agrees to abide by the "U.S. Government Principles for the Utilization and Care of Vertebrate Animals used in Testing, Research, and Training." (Federal Register 50(97): 20864-20865. May 20,1985). The nine principles can be viewed at:

http://www.nal.usda.gov/awic/pubs/IACUC/vert.htm. For additional information about the Principles, the subrecipient should consult the Guide for Care and Use of Laboratory Animals, prepared by the Institute of Laboratory Animal Resources, National Research Council and can be accessed at: http://www.nap.edu/readingroom/books/labrats/.

15. **Copyrighted Material and Data – PUGET SOUND PROGRAM WANTS TO HIGHLIGHT THIS DUPLICATE GENERAL TERM AND CONDITION.**
In accordance with 2 CFR 200.315, EPA has the right to reproduce, publish, use and authorize others to reproduce, publish and use copyrighted works or other data developed under this assistance agreement for Federal purposes.

Examples of a Federal purpose include but are not limited to: (1) Use by EPA and other Federal employees for official Government purposes; (2) Use by Federal contractors performing specific tasks for the Government; (3) Publication in EPA documents provided the document does not disclose trade secrets (e.g. software codes) and the work is properly attributed to the subrecipient through citation or otherwise; (4) Reproduction of documents for inclusion in Federal depositories; (5) Use by State, tribal and local governments that carry out delegated Federal environmental programs as "co-regulators" or act as official partners with EPA to carry out a national environmental program within their jurisdiction and; (6) Limited use by other grantees to carry out Federal grants provided the use is consistent with the terms of EPA's authorization to the other grantee to use the copyrighted works or other data.

Under Item 6, the grantee acknowledges that EPA may authorize another grantee(s) to use the copyrighted works or other data developed under this grant as a result of:

- The selection of another grantee by EPA to perform a project that will involve the use of the copyrighted works or other data or;
- termination or expiration of this agreement.

In addition, EPA may authorize another grantee to use copyrighted works or other data developed with Agency funds provided under this grant to perform another grant when such use promotes efficient and effective use of Federal grant funds.

16. **Light Refreshments and/or Meals PUGET SOUND PROGRAM WANTS TO HIGHLIGHT THIS DUPLICATE GENERAL TERM AND CONDITION.**
APPLICABLE TO ALL AGREEMENTS EXCEPT STATE CONTINUING ENVIRONMENTAL PROGRAMS (AS DESCRIBED BELOW):
Unless the event(s) and all of its components are described in the approved contract and budget, the subrecipient agrees to obtain prior approval from DOH for the use of grant funds for light refreshments and/or meals served at meetings, conferences, training workshops and outreach activities (events). The subrecipient must send requests for approval to the DOH Contract Manager and include:

(1) An estimated budget and description for the light refreshments, meals, and/or beverages to be served at the event(s);
(2) A description of the purpose, agenda, location, length and timing for the event; and,
(3) An estimated number of participants in the event and a description of their roles.

Costs for light refreshments and meals for subrecipient staff meetings and similar day-to-day activities are not allowable under EPA assistance agreements.

Subrecipients may address questions about whether costs for light refreshments, and meals for events may be allowable to the subrecipient's DOH Contract Manager; however, the EPA Agency Award Official or EPA Grant Management Officer will make final determinations on allowability. Agency policy prohibits the use of EPA funds for receptions, banquets and similar activities that take place after normal business hours unless the subrecipient has provided a justification that has been expressly approved by EPA's Award Official or Grants Management Officer.

EPA funding for meals, light refreshments, and space rental may not be used for any portion of an event where alcohol is served, purchased, or otherwise available as part of the event or meeting, even if EPA funds are not used to purchase the alcohol.

Note: U.S. General Services Administration regulations define light refreshments for morning, afternoon or evening breaks to include, but not be limited to, coffee, tea, milk, juice, soft drinks, donuts, bagels, fruit, pretzels, cookies, chips, or muffins. (41 CFR 301-74.7)

FOR STATE CONTINUING ENVIRONMENTAL PROGRAM GRANT SUBRECIPIENTS EXCLUDING STATE UNIVERSITIES:
If the state maintains systems capable of complying with federal grant regulations at 2 CFR 200.432 and 200.438, EPA has waived the prior approval requirements for the use of EPA funds for light refreshments and/or meals served at meetings, conferences, and training, as described above. The state may follow its own procedures without requesting prior approval from EPA. However, notwithstanding state policies, EPA funds may not be used for (1) evening receptions, or (2) other evening events (with the exception of working meetings). Examples of working meetings include those evening events in which small groups discuss technical subjects on the basis of a structured agenda or there are presentations being conducted by experts. EPA funds for meals, light refreshments, and space rental may not be used for any portion of an event (including evening working meetings) where alcohol is served, purchased, or otherwise available as part of the event or meeting, even if EPA funds are not used to purchase the alcohol.

By accepting this award, the state is certifying that it has systems in place (including internal controls) to comply with the requirements described above.

17. **State Grant Cybersecurity - PUGET SOUND PROGRAM WANTS TO HIGHLIGHT THIS DUPLICATE GENERAL TERM AND CONDITION.**
The subrecipient agrees that when collecting and managing environmental data under this assistance agreement, it will protect the data by following all applicable State law cybersecurity requirements.

(1) EPA must ensure that any connections between the subrecipient's network or information system and EPA networks used by the subrecipient to transfer data under this agreement, are secure.
For purposes of this Section, a connection is defined as a dedicated persistent interface between an Agency IT system and an external IT system for the purpose of transferring information. Transitory, user-controlled connections such as website browsing are excluded from this definition.

If the subrecipient's connections as defined above do not go through the Environmental Information Exchange Network or EPA's Central Data Exchange, the recipient agrees to contact the EPA Project Officer (PO) and work with the designated Regional/Headquarters Information Security Officer to ensure that the connections meet EPA security requirements, including entering into Interconnection Service Agreements as appropriate. This condition does not apply to manual entry of data by the recipient into systems operated and used by EPA's regulatory programs for the submission of reporting and/or compliance data.

(2) The subrecipient agrees that any subawards it makes under this agreement will require the subrecipient to comply with the requirements in (b)(1) if the subrecipient's network or information system is connected to EPA networks to transfer data to the Agency using systems other than the Environmental Information Exchange Network or EPA's Central Data Exchange. The subrecipient will be in compliance with this condition: by including this requirement in subaward agreements; and during subrecipient monitoring deemed necessary by the subrecipient under 2 CFR 200.331(d), by inquiring whether the subrecipient has contacted the EPA Project Officer. Nothing in this condition requires the subrecipient to contact the EPA Project Officer on behalf of a subrecipient or to be involved in the negotiation of an Interconnection Service Agreement between the subrecipient and EPA.

Exhibit A
Statement of Work
Contract Term: 2022-2024

DOH Program Name or Title: NEP SSI FY18 NTA 2018-0152 Enhanced OSS in MRA Phase 2 - Effective January 1, 2022

Local Health Jurisdiction Name: Clallam County Health & Human Services

Contract Number: CLH31005

SOW Type: Original **Revision # (for this SOW)**

Period of Performance: January 1, 2022 through May 31, 2022

Funding Source	Federal Compliance (check if applicable)	Type of Payment
☒ Federal Subrecipient	☒ FFATA (Transparency Act)	☒ Reimbursement
☐ State	☐ Research & Development	☐ Fixed Price
☐ Other		

Statement of Work Purpose: The purpose of this statement of work is to characterize tasks, activities, and deliverables to be completed as part of Clallam County Environmental Health's Onsite Sewage System (OSS) Program in the Clallam County Marine Recovery Area (MRA) during the period of performance under this statement of work.

Clallam County's Enhanced OSS Program in the Marine Recovery Area aims to upgrade 650 acres shellfish growing area by inventorying all OSS, fixing known OSS failures, and preventing OSS failures through homeowner care and regular maintenance.

Primary program components include: 1) provide database maintenance and improvements to track and store both OSS design and inspection records, 2) create automated processes to streamline program management functions where possible, 3) improve database reporting capabilities, 4) educate OSS owners regarding inspection requirements and benefits in the Clallam Marine Recovery Area, 5) provide enforcement support to back up both inspection compliance efforts as well as non-conforming system/failure repair correction, 6) explore sustainable funding options, and 7) incentivize compliance with inspection requirements through rebates or grants.

Note: The total funding allocation is the estimated unspent funding from the 2018-2021 contract and may be adjusted if necessary in a future contract amendment.

Revision Purpose: N/A

DOH Chart of Accounts Master Index Title	Master Index Code	Assistance Listing Number	BARS Revenue Code	LHJ Funding Period Start Date	LHJ Funding Period End Date	Current Allocation	Allocation Change Increase (+)	Total Allocation
PS SSI 1-5 OSS TASK 4	261K1209	66.123	333.66.12	01/01/22	05/31/22	0	36,970	36,970
						0	0	0
						0	0	0
						0	0	0
						0	0	0
						0	0	0
TOTALS						**0**	**36,970**	**36,970**

GOALS & MEASURABLE OBJECTIVES
This simply summarizes key metrics and measures called out in the tasks below. This table is a component of the FEATS report.

Description (e.g., "shellfish beds reopened")	Units (e.g. "acres")	Targets ("number")

Number of Shellfish Growing Area Upgraded	Acres	650
Hire full time Environmental Health Specialist	Staff	1
Database Maintenance and Updates	Database	1
OSS Web Map	Map	1
Number of Septic Inspection Reports Entered in Database	Reports/Year	2,000
Septic Inspection Enforcement Workflow	Workflow	1
Direct Mailings to MRA for OSS requiring inspections	Letters/Year	5,000-8,000
Outreach Events	Events/Year	2
In-Person Do-it-Yourself Septic Inspection Training Classes	Classes/Year	3
Number of Inspection Enforcement Cases	Cases/Year	50
Number of Unknown OSS Documented	OSS/Year	10
Number of Unknown OSS Ruled Out	OSS/Year	10
Number of OSS failures found	OSS failures	TBD
Number of OSS failures repaired	OSS repairs	100%
Number of Incentives or Rebates Processed	Incentives or Rebates	40

Task #	Task/Activity/Description	Deliverables/Outcomes	Due Date/Time Frame	Payment Information and/or Amount
Task 1. Project Development This task must be completed before initiating any other work under this subaward. Work completed prior to the completion of Task 1 will be ineligible for reimbursement under this subaward.				
1.1	**Project Spatial Data Coordinates** Provide relevant spatial data for their project in the following format: (latitude, longitude). Please use a representative sample site in the project area as applicable or the coordinates of a subrecipient's office may also be used when a specific project site is not available.	Project Spatial Data Coordinates **PROJECT LOCATION:** **Latitude** 48.117271 **Longitude** -1	July 15, 2019	Reimbursement up to **$420** based on actual costs.
1.2	**Quality Assurance Project Plan (QAPP) Development** Subrecipient will submit a Quality Assurance Project Plan Waiver form after reviewing the Washington State Department of Ecology's National Estuary Program (NEP) Quality Assurance web page: https://ecology.wa.gov/About-us/How-we-operate/Scientific-services/Quality-assurance/Quality-assurance-for-NEP-grantees. If a QAPP is required, subrecipients will work with Ecology's NEP Quality Coordinator (NEP QC) to develop and approve the QAPP.	QAPP or QAPP waiver **Work related to collecting or using environmental data may not begin until the QAPP waiver and QAPP are completed and approved.**	Draft due within 30 days of agreement start date	
1.3	**Evaluation Plan (DOH template):** Complete short one-page planning document describing LHJ's plans for evaluation including data collection methods. Following project, use the Evaluation Report to discuss what the outcome results tell about the impact and success of LHJ's program activities.	a) Evaluation Plan b) Evaluation Report	Draft Plan due within sixty (60) days of agreement start date.	

Task #	Task/Activity/Description	Deliverables/Outcomes	Due Date/Time Frame	Payment Information and/or Amount
			Final Evaluation Report due at contract completion	
Task 2. Project Management and Reporting This task describes the data collection and reporting requirements associated with this subaward. Maintenance of project records, submittal of payment vouchers, fiscal forms, and progress reports; compliance with applicable procurement, contracting and inter-local agreement requirements; 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. Carry out project in accordance with any completion dates outlined in the agreement.				
2.1	**Project Fact Sheet** Create a project fact sheet (using provided template) and submit it in MS Word with the first quarterly progress report.	Project Fact Sheet	July 15, 2019	Reimbursement up to **$13,450** based on actual costs.
2.2	**Bi-monthly Invoicing and Progress Reports (DOH Template)** NEP requires quarterly reporting, and DOH Consolidated Contracts (ConCon) require billing within 60 days of completing work. Local or County Health subrecipients will submit invoices through the ConCon process and will send progress reports and deliverables to the NEP Contract Manager. Invoices must be submitted at least bi-monthly (per ConCon requirements) but no more frequently than monthly. Invoices will be reviewed for consistency with progress. The NEP reporting periods are at quarterly and synced to inform the grant program's Environmental Protection Agency (EPA) reporting schedule; therefore, it is critical that the subrecipient submit according to the outlined schedule. Progress reports shall include, at a minimum: • A description of the work completed in the last quarter, including total spending by the subrecipient and any partners and any completed deliverables. • The status and completion date for the project activities and near-term deliverables. • Description of any problem or circumstances affecting the completion date, scope of work, or costs. • Evidence that LHJ has satisfactorily completed all the reporting requirements.	Invoice and Progress Reports First Quarter Period: January 1 – March 31 *FEATS will serve as project summary Second Quarter Period: April 1 – June 30 Third Quarter Period: July 1 – September 30 *FEATS will serve as project summary. Fourth Quarter Period: October 1 – December 31 ** FEATS will serve as project summary for performance periods that fall on or near FEATS due dates. See FEATS schedule in Task 2.3.*	Due annually: January 15 April 1 (FEATS) July 15 October 1 (FEATS) (Additionally, as required by ConCon process)	
2.3	**Financial and Ecosystem Accounting Tracking System (FEATS) (Template will be provided)** Complete bi-annual FEATS progress reports, as well as a final FEATS report. The final FEATS report, reflecting the final project billing, will be provided during project closeout, after the end of the grant, and will describe the entire project, highlighting project outcomes and discussing lessons learned.	Semi-annual FEATS reports	Annually: April 1 October 1 And summary report upon	

Task #	Task/Activity/Description	Deliverables/Outcomes	Due Date/Time Frame	Payment Information and/or Amount
		i) Advertise incentives/grants using outreach methods described in Task 3.3 j) Hang banners promoting Septic Smart Week each September. k) Report on other related program coordination efforts (as needed).	i) Communicate by March 1, 2020 j) September 2019, 2020, 2021 k) May 31, 2022	
3.4	**Septic Inspection Compliance** Normalize the expectation of regular septic inspections in Clallam County's MRA. Increase the percentage of systems with current inspection verifying adequate treatment of wastewater. Use enforcement protocol/compliance timelines to compel septic inspections as required by State law and County code. Septic inspections in MRA are required by enforcement protocol/compliance timelines developed in conjunction with Prosecuting Attorney Office. Prioritization is based on multiple factors, including: history of pollution problems, "unknown" or undocumented system status, proximity to sensitive areas, complaints, referrals from Code Enforcement, referrals from other programs such as pollution identification and correction (PIC) or history of non-compliance in areas served by sewer	Report #, type and status of inspections, including enforcement cases and % complete. Target septic inspections in MRA (≥50 cases/year).	Report in FEATS and quarterly reports	
3.5	**Locate Undocumented OSS** Pursue records of remaining "unknown" OSS in Clallam County's MRA (systems missing permits, installed without permits, before permits were required, or other). Improve documentation of these systems through activities such as staff site visits, receipt of historical documents, "locate record drawings," or other means. Or, rule out properties categorized as "unknown" with no OSS and/or no need for OSS. Document 10% or 22 of the 220 remaining "unknown" septic systems in MRA. It is assumed that each one of these systems will require significant staff time to compel a professional inspection and record drawing as the owners of these remaining "unknowns" have not responded to previous education/outreach efforts, incentives, or direct correspondence. Alternately, existence or need for OSS ruled out (for example no wastewater generated/living space not present on site). This may be accomplished by a site visit, receipt of documentation such as decommission invoice, or other sufficient means).	a) Document approximately 22 of the 220 remaining "unknown" septic systems in MRA. b) Report number of OSS documented or ruled out each year. (>10/year; 20 total)	a) May 31, 2022 b) Report in FEATS and quarterly reports	

Task #	Task/Activity/Description	Deliverables/Outcomes	Due Date/Time Frame	Payment Information and/or Amount
			project completion.	
2.4	**Puget Sound Partnership Required Near-Term Action (NTA) Reporting** NTA owners are required to report on the following: • Implementation status of their actions on a semiannual basis • Financial status of their actions on an annual basis	a) Implementation Status b) Financial Status	a. Annually, spring and fall and upon contract/NTA completion b. Annually, summer and upon contract/NTA completion	
2.5	**Water Quality eXchange (WQX) Data Reporting** WQX refers to an electronic data system for water quality monitoring data developed by EPA. If subrecipients collect any physical, chemical or environmental data (e.g. dissolved oxygen, water temperature, salinity, turbidity, pH, phosphorous, total nitrogen, E. coli or Enterococci, and other biological and habitat data) WXQ reporting will be required. Data for an entire calendar year (January 1-December 31) should be submitted annually. To assist in tracking in WQX, name your project as follows: **NEP_2018 (insert organization name)**; the unique project ID needs to be 35 characters or less. Include the WQX ID in the quarterly progress reports. **Here** is an entry verification sample for reference.	WQX (if required)	Per FEATS schedule Task 2.3	
2.6	**Women/Minority-Owned Business (MBE/WBE) Reports** MBE/WBE reporting is required annually. This federal reporting is required for assistance agreements where there are funds budgeted for procuring construction, equipment, services and supplies, including funds budgeted for direct procurement by the recipient or procurement under subawards or loans in the "Other" category. Send reports to Taylor Warren, Taylor.Warren@doh.wa.gov, and the DOH Contract Manager.	MBE/WBE Reporting	October 15, annually and upon contract completion	
2.7	**Broader Communications (Present at Regional Conference and Submit Project Photos)** Participate in and present project outcomes at a regional event relevant to the project topic (conference, forum, stakeholder workshop, etc.). Work with DOH to determine targeted audience and ensure purpose of communication is clear. Submit draft materials to DOH for review prior to event. In addition, submit high-quality project photos or video clips of the project (process, progress, etc.). Ensure anyone in the photo or video has signed a release in case photos or videos are used	a) Submit draft presentation materials to DOH b) Present at a regional conference	a. Minimum one-week review b. May 31, 2022	

Task #	Task/Activity/Description	Deliverables/Outcomes	Due Date/Time Frame	Payment Information and/or Amount
	for future publications. **NOTE: INTERNATIONAL TRAVEL REQUIRES PRE-APPROVAL**			
2.8	**Final Project Report** A final report will be written by the project owners that describes the methods, results, lessons learned and recommendations for future work. The final report will evaluate the success of achieving the performance measures identified in the detailed project plan. Included with the final project report will be an updated Project Factsheet (see 2.1).	a) Draft Final Report b) Final Report and Updated Fact Sheet	a. April 30, 2022 b. Upon contract completion	
Task 3 Enhance and Expand Onsite Sewage System Program in Clallam County's Marine Recovery Area (MRA) This task aims to improve rates of septic inspection compliance, document "unknown" septic systems, and fix failing septic systems in Clallam County's MRA by using a spectrum of behavior-changing practices ranging from education and outreach to enforcement. Fewer failing septic systems in the MRA should lead to improvements in water quality and upgrades in adjacent shellfish growing acreage.				
3.1	**Hire/Train Staff** Hire at least one Environmental Health Specialist to increase CCEH capacity to perform activities necessary for the completion of this project—especially Tasks 3.3-3.6. Attend trainings, conferences, or OSS workgroups to stay current on developments in OSS management in Washington State (international travel not anticipated).	a) Hire one (1) Environmental Health Specialist. b) Attend Environmental Health staff trainings. Two (2) staff members attend two (2) trainings or conferences each year, such as WOSSA or Onsite Workgroup).	a) December 31, 2019 b) First training/ event 2019; all trainings held by March 2021	Reimbursement up to **$185,570** based on actual costs.
3.2	**Database Maintenance** Maintain database of septic records including permits, sanitary surveys, and inspection reports. Ensure accuracy of records regardless of source (electronic, paper, homeowner DIY inspection). Request assistance from IT to fix any database inadequacies and recommend improvements to streamline workflow. Link online OSS status maps to database. Online maps update regularly with timely information so that property owners/public can easily access OSS records and system status reports. Enter at least 2,000 system status reports into database. Reports arrive from various sources including homeowner DIY portal, paper copies, and electronic transmissions from service providers. These reports are made available through County website and online maps. Develop septic inspection enforcement workflow modeled after failure follow-up workflow. Build workflow into database (depends upon IT availability). If IT assistance is not available program staff will create model workflow using spreadsheets. Spreadsheets will be prepared for inclusion into database at a later time.	a) Perform maintenance as needed monthly/quarterly to keep septic records database functioning. b) Link OSS web maps to database. c) Enter at least 2,000 septic inspection reports into database annually. d) Submit final septic inspection enforcement workflow documentation to DOH. Build workflow into database (if possible). e) Build other improvements or workflows into database. Include status of IT availability, etc. in progress and FEATS reports.	a-c) Report with FEATS d) December 31, 2020 e) May 31, 2022	

Task #	Task/Activity/Description	Deliverables/Outcomes	Due Date/Time Frame	Payment Information and/or Amount
	Build other improvements or workflows into database as identified. For example, create queries/reports to assist in FEATS reporting or to generate statistics as requested by County leadership, State partners, or other agencies. (Also, likely depends upon IT availability). Without IT assistance EH staff will attempt to make improvements alone or will develop ways to extract needed information from records.			
3.3	**Education Outreach** Make sure onsite sewage system requirements in Clallam County's MRA are well-known by homeowners. Distribute message of inspection requirements and available resources through a combination of media. Train homeowners to perform do-it-yourself inspections. Coordinate with stakeholders and stay current on latest OSS developments in Washington State. • Make website improvements such as editing language or reorganizing resources to make navigation more user-friendly for the public. • Promote message of septic inspection requirements and resources available to assist with compliance through media such as newspaper ads, radio ads, social media postings, and direct mailings. • Engage public at outreach events such as "River Fest," Home Show, Fair, or Building Expo. • Train homeowners to perform do-it-yourself septic inspections. This will be accomplished both through continuously offered online training and in-person classes. • Update incentive/grant protocol and communicate to homeowners through available means. • Inform homeowners of Septic Smart Week each September • Other program coordination efforts as needed (may include department strategic planning, educating elected or appointed officials, engaging industry professionals other stakeholders, or updating incentive/grant processing protocol to further Clallam County's goal of better OSS management in the MRA).	a) Complete Website improvements b) Monthly Facebook posts c) Monthly radio advertisements (20 spots/month). d) Annual newspaper advertisements (3 special section inserts/year; total up to 6). e) Send direct mailings of 5,000-8,000 letters or postcards (1/year; 3 total). f) Host OSS outreach events (2 events/year; 4 total). g) Do-it-yourself septic (DIY) trainings: • online platform (offered continuously) or • in-person classes (≥3 classes/year; 6 total) h) Submit process policy for each incentive offered tasks 4.1 -4.3	a-b) Report # and type in Progress and FEATS reports (Tasks 2.2 and 2.3) c-d) Begin May 2019 e) First mailing by June 2020; Second mailing by March 2021; Third mailing September 2021 f) First event in 2019, complete by May 2022 g) First class held in 2019 All classes held by May 2022 h) Protocol due December 31, 2019	

Task #	Task/Activity/Description	Deliverables/Outcomes	Due Date/Time Frame	Payment Information and/or Amount
	conduct presentations to local groups and organizations, and attend fairs or events. The Subrecipient will then develop an evaluation report that assesses the success of the education and outreach effort (may incorporate Report from Task 1.3). **Submit draft materials to DOH for minimum two-week review prior to distributing.** **Recognition of EPA Funding** Per EPA Programmatic Term and Condition #5 in this award, reports, documents, signage, videos, or other media, developed as part of projects funded by this assistance agreement shall contain the following statement: **"This project has been funded wholly or in part by the United States Environmental Protection Agency under assistance agreement PC-01J18001 to the Washington State Department of Health. The contents of this document do not necessarily reflect the views and policies of the Environmental Protection Agency, nor does mention of trade names or commercial products constitute endorsement or recommendation for use."**	b. Develop educational and marketing tools. These include brochures, postcards, direct mailings, and social media campaigns. c. Report on presentations to local groups and organizations, and attend fairs or events d. Evaluation report (include additional or amended education and marketing tools).	c. Per Task 2 schedule d. August 30, 2022	
3.4	**STRATEGIC PLANNING/SUSTAINABLE FUNDING EFFORTS (specific efforts and related costs may vary)** Strategic planning efforts will be conducted to develop and implement a plan to enhance the SUBRECIPIENT'S PIC efforts to reduce bacterial contamination in the shellfish growing areas of Clallam County. The SUBRECIPIENT will develop a strategic plan, which addresses the key elements in the Pollution Identification and Correction (PIC) Program Guidance developed by Kitsap Public Health District in partnership with the Departments of Health and Ecology, dated February 2016.	a. Draft planning/funding documents b. List of planning partners c. Planning timeline d. Final plan	a. January 15, 2021 b. January 15, 2021 c. January 15, 2021 d. Completed final plan due: January 15, 2021 and subject to revisions through January 15, 2022	
3.5	**PIC TRAINING AND WORKSHOPS** Sponsor one PIC workshop and/or other trainings/events to share information and resources around the region. This may be done in coordination with other PIC Program Coordinators. Attend relevant PIC trainings/workshops.	a. Coordinate a minimum of one PIC Workshop or other training. b. Attend PIC relevant trainings/workshops.	a. September 30, 2022 b. N/A	

TASK 4. CLALLAM CONSERVATION DISTRICT ONSITE SEPTIC COST-SHARE PROGRAM IMPLEMENTATION
Clallam Conservation District (CCD) will manage funds and cost-share projects for onsite septic system (OSS) repairs. Clallam County Environmental Health will be responsible for oversight of the funds for the project and all sub-subrecipients as outlined in the *Guidelines*.
DOH will periodically assess progress of expenditures and may withdraw funds if they are not being spent in a timely manner.

Task #	Task/Activity/Description	Deliverables/Outcomes	Due Date/Time Frame	Payment Information and/or Amount
	Push to document or rule out OSS comes from combination of education/outreach, incentives, and enforcement (Tasks 3.3, 3.4, and 4).			
3.6	**Failure-Tracking/Follow-Up** Pursue repair of failing septic systems in MRA to ensure timely fixes and avert public health threats and pollution of ground or surface waters. Clallam County Environmental Health will follow up on all complaints of failing septic systems in the MRA from all sources including verbal and written reports from the public, referrals from other County departments such as Code Enforcement, and inspection reports. Report number of complaints of failing septic systems in MRA, identified through investigations (received from various sources such as public, Code Enforcement, other department/agency). Report number of failing/deficient systems in MRA, identified through inspection reports (or other means of confirmation), tracked and repairs required (quantity depends upon rates of identification). Report number of homeowners of failing septic systems referred to appropriate outside resources such as low interest "Clean Water Loans" or cost-share programs (quantity depends upon rates of identification). All tools ranging from enforcement timelines and Voluntary Compliance Agreements to Prosecuting Attorney Office referral and civil complaint filings will be used to compel homeowners to repair failing septic systems (quantity depends upon rates of identification).	Summary report of all OSS failure tracking follow-up, including: • Number of OSS failing in MRA • Number of failures corrected in MRA • Number of OSS failures referred • Number and status of enforcement actions in MRA	Report in FEATS and quarterly reports	
3.7	**Sustainable Funding** Seek sustainable funding from Clallam County Board of Health. If sustainable funding is achieved, take steps to prepare for transition to funding source. Communicate the need/requests to the Board of Health (BOH) regularly to find sustainable funding (repeat as necessary; first BOH meeting already scheduled for May 21, 2019). Engage other stakeholders regarding possible transition to sustainable funding (including public at large informed through outreach effort under Task 3.3). Logistics of sustainable funding transition coordinated with relevant departments, responsible officials (such as Prosecuting Attorney Office and Treasurer). This may include review of code updates, sharing of data such as parcel records between departments, and combining of information systems/software.	a) Communicate the need/requests to the Board of Health regularly to find sustainable funding (repeat as necessary). b) Engage other stakeholders regarding possible transition to sustainable funding (including public at large informed through outreach effort under Task 3.3). c) Coordinate with relevant departments, responsible officials (such as Prosecuting Attorney Office and Treasurer to set up means of collection of stable funding).	a) May 2019 b) Begin 2019 c) Contingent upon sustainable funding d) May 31, 2022	

Task #	Task/Activity/Description	Deliverables/Outcomes	Due Date/Time Frame	Payment Information and/or Amount
		d) Inform residents of transition to sustainable funding (if approved).		
Task 4 Inspection/Locate/Decommission Incentives or Grants Offer septic inspection rebates or grants using updated incentive/grant protocol (see Task 3.3 – 3.4) to incentivize homeowner compliance with state law and County code regarding septic system operation and maintenance. Offer rebates for location and documentation of "unknown" septic systems. Offer rebates for decommission of "nuisance" septic systems. Allocate incentives following Clallam County Environmental Health (CCEH) prioritization protocol. CCEH will provide a copy of the Incentive/Grant process/policy. Professional septic inspections are understood to cost approximately $150, a full inspection including "locate" and record drawing may cost $350, and decommission of a "nuisance" septic system (pump, crush, fill) can cost $600-$1,000.				
4.1	**Inspection Incentives/Grants** Offer approximately thirty (30) incentives or grants of $150 (total cost) for complete, professional evaluation of septic systems due for inspection within Clallam County's MRA.	Thirty (30) inspection incentives or grants processed (Actual number may vary and will be balanced between need/demand for inspections, locates, and decommissions).	May 31, 2022	Reimbursement up to **$10,000** based on actual costs.
4.2	**Locate/As-Built Incentives/Grants** Offer approximately eight (8), $150-350 (total costs) incentives or grants for complete evaluation of undocumented septic systems (such as those installed without permits or those installed before permits were required) in the MRA, where a valid "locate record drawing" of the system is generated.	Eight (8) locate incentives or grants processed. (Actual number may vary and will be balanced between need/demand for inspections, locates, and decommissions).	May 31, 2022	
4.3	**Decommission Incentives/Grants** Offer approximately two (2), $600 - $1,000 (total costs) abatement incentives or grants for decommission of "nuisance" septic systems (for example, bootlegged systems or cesspools) in the MRA. Abatement means to fully decommission (i.e. pump, crush, and fill) a nuisance septic tank so that it can no longer receive waste or pose an environmental or public health threat).	Two (2) decommission incentives or grants processed. (Actual number may vary and will be balanced between need/demand for inspections, locates, and decommissions).	May 31, 2022	
Task 5 Indirect Costs Indirect costs calculated at 25.77% of salaries.				
5.1	**Indirect costs** Calculated at 25.77% of salaries.	Invoiced on a continuing basis.	Ongoing	Reimbursement up to **$30,560** based on actual costs.

BUDGET	
Category	**Amount**
Personnel/Salaries	$105,430
Fringe Benefits	$42,172
Travel	$2,100

Equipment (federal definition – anything over $5,000)	$0
Supplies	$1,058
Contracts Radio Advertising - $12,750 – education/outreach Newspaper Ads - $7,500 – education/outreach Mailing Service - $9,000 – education/outreach Printing - $750 – education/outreach	$30,000
Other Room Rental - $450 – DIY classes Event Booths - $1,200 – education/outreach (e.g. Home Show, Building Expo, River Fest) Postage - $15,000 – education/outreach Banner Space - $1,200 – education/outreach Incentives - $10,000 – inspection compliance incentive Registration - $830	$28,680
Total Direct Charges	$209,440
Indirect Charges (federally approved rate) 25.77% (60% of contract time) and 33.81% (40% of contract time)	$30,560
TOTAL – Not to Exceed	**$240,000**

DOH Program and Fiscal Contact Information for all ConCon SOWs can be found on the DOH Finance SharePoint site. Questions related to this SOW, or any other finance-related inquiry, may be sent to finance@doh.wa.gov.

Federal Funding Accountability and Transparency Act (FFATA) (Applies to federal grant awards.)
This statement of work is supported by federal funds that require compliance with the Federal Funding Accountability and Transparency Act (FFATA or the Transparency Act). The purpose of the Transparency Act is to make information available online so the public can see how the federal funds are spent.

To comply with this act and be eligible to perform the activities in this statement of work, the LHJ must have a Data Universal Numbering System (DUNS®) number.

Information about the LHJ and this statement of work will be made available on USASpending.gov by DOH as required by P.L. 109-282.

Program Specific Requirements

Program Manual, Handbook, Policy References:
Clallam County On-Site Septic System Management Plan, last updated June 12, 2007

Special References:
WAC 246-272A, RCW 70.118A, Puget Sound Action Agenda, Interim PIC Program Protocols

Federal funds from the Environmental Protection Agency (EPA) National Estuary Program (NEP) Geographic Funds Account must be used to implement elements and activities of the local on-site sewage management plans that do not conflict with and are consistent with the goals, strategies, objectives, and actions of the Puget Sound Action Agenda.

Monitoring Visits:

The DOH program contact may conduct at least one monitoring visit during the life of this project. The type, duration, and timing of visit will be determined and scheduled in cooperation with the subrecipient. The DOH Fiscal Monitoring Unit may conduct at least one fiscal monitoring visit during the life of this project.

Program Specific Requirements/Narrative

The following provisions are the pass-thru requirements of all U.S. EPA - DOH subawards funded under cooperative agreement PC01J18001-4. Administrative Condition #5 DBEs and Programmatic Condition #7 WQX/STORET updated January 2022 to reflect updated EPA requirements.

EPA FEDERAL TERMS AND CONDITIONS

Administrative Conditions

1. **General Terms and Conditions – Updated October 2, 2017**
   The subrecipient agrees to comply with the current EPA general terms and conditions available at: https://www.epa.gov/grants/epa-general-terms-and-conditions-effective-october-2-2017-or-later. These terms and conditions are in addition to the assurances and certifications made as part of the award and terms, conditions or restrictions cited throughout the award.

   The EPA repository for the general terms and conditions by year can be found at http://www.epa.gov/grants/grant-terms-and-conditions.

2. **General Terms and Conditions - Consultant Cap - Additional Information**
   In addition to the General Terms and Conditions #6 "Consultant Cap", as of January 1, 2018, the limit is $629.42 per day $78.68 per hour.
   NOTE: For future years' limits, the subrecipient may find the annual salary for Level IV of the Executive Schedule on the following Internet site: https://www.opm.gov/policy-data-oversight/pay-leave/salaries-wages/. Select "Salary and Wages", and select "Rates of Pay for the Executive Schedule". The annual salary is divided by 2087 hours to determine the maximum hourly rate, which is then multiplied by 8 to determine the maximum daily rate.

3. **General Terms and Conditions – Cybersecurity**
   The subrecipient agrees to comply with the current EPA general terms and conditions "Cybersecurity".
   The terms and conditions can be found on the EPA Grants Terms and Conditions Website.
   For STATES: http://www2.epa.gov/sites/production/files/2015-07/documents/state_grant_cyber_security_condition.pdf.
   For TRIBES: https://www.epa.gov/sites/production/files/2015-07/documents/tribal_grant_cyber_security_condition.pdf
   For Other Recipients: https://www.epa.gov/sites/production/files/2015-07/documents/cyber_security_grant_condition_for_other_recipients.pdf

4. **General Terms and Conditions - Indirect Costs for States and Tribal**
   The cost principles of 2 CFR 200 Subpart E are applicable, as appropriate, to this subaward.

   In addition to the General Terms and Conditions "Indirect Cost Rate Agreements", if the subrecipient does not have a previously established indirect cost rate, it agrees to prepare and submit its indirect cost rate proposal in accordance with 2 CFR 200 Appendix VII.

   For State Agencies

   The subrecipient must send its proposal to its cognizant federal agency within six (6) months after the close of the governmental unit's fiscal year. If EPA is the cognizant federal agency, the state subrecipient must send its indirect cost rate proposal within six (6) months after the close of the governmental unit's fiscal year to:

   Regular Mail
   Financial Analysis and Rate Negotiation Service Center Office of Acquisition Management
   U.S. Environmental Protection Agency
   1200 Pennsylvania Avenue, NW, MC 3802R
   Washington, DC 20460

   Mail Courier (e.g. FedEx, UPS, etc.)
   Financial Analysis and Rate Negotiation Service Center Office of Acquisition Management
   US Environmental Protection Agency
   1300 Pennsylvania Avenue, NW, 6th floor

Bid and Proposal Room Number 61107
Washington, DC 20004

For Indian Tribe

If the subrecipient does not have a previously established indirect cost rate, the subrecipient must submit their indirect cost rate proposals to:

National Business Center
Indirect Cost Services
U.S. Department of the Interior
2180 Harvard Street, Suite 430
Sacramento, CA 95815-3317

The subrecipient agrees to comply with the audit requirements in accordance with 2 CFR 200 Subpart F.

5. **Disadvantaged business Enterprise (DBEs)**

Utilization of Small, Minority and Women's Business Enterprises (MBE/WBE)

GENERAL COMPLIANCE, 40 CFR, Part 33

The sub-recipient agrees to comply with the requirements of EPA's Disadvantaged Business Enterprise (DBE) Program for procurement activities under assistance agreements, contained in 40 CFR, Part 33 except as described below based upon the associated class deviation.

MBE/WBE Reporting, 40 CFR, Part 33, Subpart B

A class exception to the following provisions of Subpart B of 40 CFR Part 33 has been issued suspending the EPA MBE/WBE certification program: §33.204(a)(3) providing that an entity may apply to EPA MBE or WBE certification after unsuccessfully attempting to obtain certification as otherwise described in
§33.204; and §33.205 through and including §33.211. The class exception was authorized pursuant to the authority in 2 CFR 1500.3(b).

Six Good Faith Efforts, 40 CFR, Part 33, Subpart C

Pursuant to 40 CFR, Section 33.301, the subrecipient agrees to make the following good faith efforts whenever procuring construction, equipment, services and supplies under an EPA financial assistance agreement, and to require that subrecipients, loan recipients, and prime contractors also comply. Records documenting compliance with the six good faith efforts shall be retained:

(a) Ensure DBEs are made aware of contracting opportunities to the fullest extent practicable through outreach and recruitment activities. For Indian Tribal, State and Local and Government subrecipients, this will include placing DBEs on solicitation lists and soliciting them whenever they are potential sources.

(b) Make information on forthcoming opportunities available to DBEs and arrange time frames for contracts and establish delivery schedules, where the requirements permit, in a way that encourages and facilitates participation by DBEs in the competitive process. This includes, whenever possible, posting solicitations for bids or proposals for a minimum of 30 calendar days before the bid or proposal closing date.

(c) Consider in the contracting process whether firms competing for large contracts could subcontract with DBEs. For Indian Tribal, State and local Government subrecipients, this will include dividing total requirements when economically feasible into smaller tasks or quantities to permit maximum participation by DBEs in the competitive process.

(d) Encourage contracting with a consortium of DBEs when a contract is too large for one of these firms to handle individually.

(e) Use the services and assistance of the SBA and the Minority Business Development Agency of the Department of Commerce.

(f) If the prime contractor awards subcontracts, require the prime contractor to take the steps in paragraphs (a) through (e) of this section.

Contract Administration Provisions, 40 CFR, Section 33.302

The sub-recipient agrees to comply with the contract administration provisions of 40 CFR, Section 33.302 (a)-(d) and (i).

Bidders List, 40 CFR, Section 33.501(b) and (c)
Subrecipients of a Continuing Environmental Program Grant or other annual reporting grant agree to create and maintain a bidders list. Subrecipients of an EPA financial assistance agreement to capitalize a revolving loan fund also agree to require entities receiving identified loans to create and maintain a bidders list if the subrecipient of the loan is subject to, or chooses to follow, competitive bidding requirements. Please see 40 CFR, Section 33.501 (b) and (c) for specific requirements and exemptions.

Fair Share Objectives, 40 CFR, Part 33, Subpart D
A class exception to the entire Subpart D of 40 CFR Part 33 has been authorized pursuant to the authority in 2 CFR 1500.3(b). Notwithstanding Subpart D of 40 CFR Part 33, sub-recipients are not required to negotiate or apply fair share objectives in procurements under assistance agreements.

MBE/WBE Reporting – Specific Changes Pursuant to Class Deviation, 40 CFR, Part 33, Subpart E
When required, the sub-recipient agrees to complete and submit a "MBE/WBE Utilization Under Federal Grants and Cooperative Agreements" report (EPA Form 5700-52A) on an annual basis. The current EPA Form 5700-52A can be found at the EPA Grantee Forms Page at https://www.epa.gov/grants/epa-grantee-forms.

Annual reports are due by October 1st of each year. Final reports are due by October 15th or 90 days after the end of the project period, whichever comes first.

This provision represents an approved deviation from the MBE/WBE reporting requirements as described in 40 CFR, Part 33, Section 33.502.

Programmatic Conditions

Puget Sound Action Agenda: Technical Investigations and Implementation Assistance Program Programmatic Terms and Conditions:

1. **Semi-Annual Performance Reports**
   The subrecipient will submit performance reports through EPA's Puget Sound Financial and Ecosystem Accounting Tracking System (FEATS) every six (6) months during the life of the project. Reports are due 30 calendar days after the end of each reporting period. The reporting periods shall end March 31st and September 30th of each calendar year. Reports will be submitted to the DOH Contract Manager on the FEATS form provided by the Contract Manager and shall be submitted electronically.

   In accordance with 2 CFR 200.328, as appropriate, the subrecipient agrees to submit performance (FEATS) reports that include brief information on each of the following areas:

   (a) A comparison of actual accomplishments to the outputs/outcomes established in the assistance agreement work plan for the period;

   (b) The reasons why established goals were not met, if appropriate;

   (c) Additional pertinent information including, when appropriate, analysis and explanation of cost overruns or high unit costs.

   In addition to the semi-annual performance reports, the subrecipient shall immediately notify the DOH Contract Manager of developments that have a significant impact on the award-supported activities. As appropriate, the subrecipient agrees to inform the DOH Contract Manager as soon as problems, delays or adverse conditions become known which will materially impair the ability to meet the outputs/outcomes specified in the assistance agreement work plan. This notification shall include a statement of the action taken or contemplated, and any assistance needed to resolve the situation.

2. **Final Performance Report**
   The subrecipient shall submit a final performance report through FEATS, which is due 90 calendar days after the expiration or termination of the award. The report shall be submitted to the DOH Contract Manager and must be provided electronically. The report shall generally contain the same information as in the periodic reports but should cover the entire project period. After completion of the project, the DOH Contract Manager may waive the requirement for a final performance report if the DOH Contract Manager deems such a report is inappropriate or unnecessary.

3. **Program Income - Addition**

If program income is generated, the subrecipient is required to account for program income related to this project. Program income earned during the project period shall be retained by the subrecipient and shall be added to funds committed to the project by DOH and the subrecipient, and shall be used to further eligible project objectives.

4. **Recognition of EPA Funding**
Reports, documents, signage, videos, or other media, developed as part of projects funded by this assistance agreement shall contain the following statement: "This project has been funded wholly or in part by the United States Environmental Protection Agency under assistance agreement PC-01J18001 to the Washington State Department of Health. The contents of this document do not necessarily reflect the views and policies of the Environmental Protection Agency, nor does mention of trade names or commercial products constitute endorsement or recommendation for use."

5. **Peer Review**
The results of this project may affect management decisions relating to Puget Sound. Prior to finalizing any significant technical products the Principal Investigator (PI) of this project must solicit advice, review and feedback from a technical review or advisory group consisting of relevant subject matter specialists. A record of comments and a brief description of how respective comments are addressed by the PI will be provided to the Project Monitor prior to releasing any final reports or products resulting from the funded study.

6. **Competency of Organizations Generating and/or Using Environmental Measurement Data**
In accordance with Agency Policy Directive Number FEM-2012-02, Policy to Assure the Competency of Organizations Generating Environmental Measurement Data under Agency-Funded Assistance Agreements, subrecipient shall maintain competency for the duration of the project period of this agreement and this will be documented during the annual reporting process. A copy of the Policy is available online at https://www.epa.gov/sites/default/files/2017-05/documents/policy_to_assure_the_competency_of_organizations.pdf.

Subrecipient agrees, by entering into this agreement, that it has demonstrated competency prior to award, or alternatively, where a pre-award demonstration of competency is not practicable. Subrecipient agrees to submit documentation and demonstrate competency prior to carrying out any activities under the award involving the generation or use of environmental data.

7. **WQX Requirement (Updated STORET Condition – Water Quality Exchange Replaces STORET)**
Sub-recipients are required to institute standardized reporting requirements into their work plans and include such costs in their budgets. All water quality data generated in accordance with an EPA approved Quality Assurance Project Plan (QAPP) as a result of this assistance agreement, either directly or by sub-award, will be required to be transmitted into the Water Quality Portal (WQP) using either WQX or WQX web.

Water quality data appropriate for the Water Quality Portal (WQP) include physical, chemical, and biological sample results for water, sediment and fish tissue. The data include toxicity data, microbiological data, and the metrics and indices generated from biological and habitat data. The Water Quality Exchange (WQX) is the water data schema associated with the EPA, State and Tribal Exchange Network. Using the WQX schema partners map their database structure to the Water Quality Portal structure. WQX web is a web-based tool to convert data into the WQX format for smaller data generators that are not direct partners on the Exchange Network. More information about WQX, WQX web, and the Water Quality Portal, including tutorials, can be found at https://www.epa.gov/waterdata/water-quality-data-wqx.

If activities submitted as match for this federal assistance agreement involve the generation of water quality data, the resulting information must be publicly accessible (in the Water Quality Portal or some other database). Sub-recipients are encouraged to develop a cross walk between any non-WQX database utilized for the storage of water quality data associated with match activities and EPA's Water Quality Exchange (WQX).

8. **Riparian Buffers**
Riparian buffer restoration projects in agricultural areas shall be consistent with the interim riparian buffer recommendations provided to EPA and the Natural Resource Conservation Service by National Marine Fisheries Service letters of January 30, 2013 (stamp received date - February 4, 2013) and April 9, 2013 (stamp received date – April 16, 2013), or the October 28, 2013 guidance. Grantees shall confirm in writing projects' consistency with the recommendations referenced above. When developing project proposals, grantees also should consider the extent to which proposals include appropriate riparian buffers or otherwise address pollution sources on other water courses on the

properties in the project area to support water quality and salmon recovery. Deviations can only be obtained through an exception approved by EPA. In order for EPA to evaluate a request for an exception, the grantee must submit the scientific rationale demonstrating adequacy of buffers for supporting water quality and salmon recovery. The request must summarize tribal input on the scientific rationale or other relevant issues. The scientific rationale could be developed from sources such as site-specific assessment data, salmon recovery plans, Total Maximum Daily Loads (TMDLs) and the state nonpoint plan. EPA will confer with the National Oceanic and Atmospheric Administration (NOAA) and the Washington Department of Ecology and provide the opportunity for affected tribes to consult with EPA before making a final decision on a deviation request.

9. **International Travel (Including Canada)**
All International Travel must be approved by the Office of International and Tribal Affairs (OITA) **BEFORE** travel occurs. Even a brief trip to a foreign country, for example to attend a conference, requires OITA approval. Please contact your DOH Contract Manager as soon as possible if travel is planned out of the country, including Canada and/or Mexico, so that they can obtain appropriate approvals from EPA Headquarters. If you have questions, please contact your DOH Contract Manager.

10. **Geospatial Data Standards**
All geospatial data created must be consistent with Federal Geographic Data Committee (FGDC) endorsed standards. Information on these standards may be found at www.fgdc.gov

11. **Lobbying and Litigation**
All Subrecipients:

i. The chief executive officer of this subrecipient agency shall ensure that no grant funds awarded under this assistance agreement are used to engage in lobbying of the Federal Government or in litigation against the U.S. unless authorized under existing law. The subrecipient shall abide by the Cost Principles available at 2 CFR 200 which generally prohibits the use of federal grant funds for litigation against the U.S. or for lobbying or other political activities.

ii. The subrecipient agrees to comply with Title 40 CFR Part 34, New Restrictions on Lobbying. The subrecipient shall include the language of this provision in award documents for all subawards exceeding $100,000, and require that subrecipients submit certification and disclosure forms accordingly.

iii. In accordance with the Byrd Anti-Lobbying Amendment, any subrecipient who makes a prohibited expenditure under Title 40 CFR Part 34 or fails to file the required certification or lobbying forms shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such expenditure.

iv. Contracts awarded by a subrecipient shall contain, when applicable, the anti-lobbying provision as stipulated in the Appendix II to Part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards.

v. Pursuant to Section 18 of the Lobbying Disclosure Act, the subrecipient affirms that it is not a nonprofit organization described in Section 501(c)(4) of the Internal Revenue Code of 1986; or that it is a nonprofit organization described in Section 501(c)(4) of the Code but does not and will not engage in lobbying activities as defined in Section 3 of the Lobbying Disclosure Act. Nonprofit organizations exempt from taxation under section 501(c)(4) of the Internal Revenue Code that engage in lobbying activities are ineligible for EPA subawards.

12. **Quality Assurance Requirements (2 CFR 1500.11)**
Acceptable Quality Assurance documentation must be submitted to the DOH Contract Manager within 30 days of the acceptance of this agreement or another date as negotiated with the DOH Contract Manager. No work involving direct measurements or data generation, environmental modeling, compilation of data from literature or electronic media, and data supporting the design, construction, and operation of environmental technology shall be initiated under this project until the DOH Contract Manager, in concert with the Ecology Quality Assurance Manager, has approved the quality assurance document. Additional information on these requirements can be found at the EPA Grants website: https://www.epa.gov/grants/implementation-quality-assurance-requirements-organizations-receiving-epa-financial.

Instructions to Submit Quality Assurance Documents for Review:
Subrecipients shall refer to Washington State Department of Ecology's NEP Quality Assurance website at: https://ecology.wa.gov/About-us/How-we-operate/Scientific-services/Quality-assurance/Quality-assurance-for-NEP-grantees for guidance and templates. First, contact the NEP Quality Coordinator at Ecology (cc: to DOH Contract

Manager) as soon as a final agreement or contract statement of work is in place to find out whether or not you should expect a quality assurance project plan (QAPP) will be required. If a QAPP is required, the subrecipients will work with Ecology's NEP Quality Coordinator to develop and approve the QAPP.

13. **ULO Stretch Goal**

Subrecipients should manage their programs and subaward funding in ways that reduce the length of time that federal funds obligated and committed to subaward projects are "unspent" federal funds, not yet drawn down through disbursements to subaward recipients. EPA encourages the reduction of these unliquidated obligations (ULOs) by applying the following programmatic term and condition.

Subrecipients are to apply these "stretch" goals throughout the life of the agreement and to confer with your DOH Contract Manager whenever instances arise that make attainment of these stretch goals unlikely.

Stretch Goal: All funds should be spent in 2 years.

Funds Awarded in FY2018 (October 1, 2017-September 30, 2018) Should all Be Drawn Down by May 2021 or sooner.

14. **Animal Subjects**

Subrecipient agrees to comply with the Animal Welfare Act of 1966 (P.L. 89-544), as amended, 7 USC 2131-2156. Subrecipient also agrees to abide by the "U.S. Government Principles for the Utilization and Care of Vertebrate Animals used in Testing, Research, and Training." (Federal Register 50(97): 20864-20865. May 20,1985). The nine principles can be viewed at: https://olaw.nih.gov/policies-laws/phs-policy.htm. For additional information about the Principles, the subrecipient should consult the Guide for Care and Use of Laboratory Animals, prepared by the Institute of Laboratory Animal Resources, National Research Council and can be accessed at: http://www.nap.edu/readingroom/books/labrats/.

15. **Copyrighted Material and Data**

In accordance with 2 CFR 200.315, EPA has the right to reproduce, publish, use and authorize others to reproduce, publish and use copyrighted works or other data developed under this assistance agreement for Federal purposes.

Examples of a Federal purpose include but are not limited to: (1) Use by EPA and other Federal employees for official Government purposes; (2) Use by Federal contractors performing specific tasks for the Government; (3) Publication in EPA documents provided the document does not disclose trade secrets (e.g. software codes) and the work is properly attributed to the subrecipient through citation or otherwise; (4) Reproduction of documents for inclusion in Federal depositories; (5) Use by State, tribal and local governments that carry out delegated Federal environmental programs as "co-regulators" or act as official partners with EPA to carry out a national environmental program within their jurisdiction and; (6) Limited use by other grantees to carry out Federal grants provided the use is consistent with the terms of EPA's authorization to the other grantee to use the copyrighted works or other data.

Under Item 6, the grantee acknowledges that EPA may authorize another grantee(s) to use the copyrighted works or other data developed under this grant as a result of:

- The selection of another grantee by EPA to perform a project that will involve the use of the copyrighted works or other data or;
- Termination or expiration of this agreement.

In addition, EPA may authorize another grantee to use copyrighted works or other data developed with Agency funds provided under this grant to perform another grant when such use promotes efficient and effective use of Federal grant funds.

Exhibit A
Statement of Work
Contract Term: 2022-2024

DOH Program Name or Title: Injury & Violence Prevention Overdose Data to Action - Effective January 1, 2022

Local Health Jurisdiction Name: Clallam County Health & Human Services

Contract Number: CLH31005

SOW Type: Original **Revision # (for this SOW)**

Period of Performance: January 1, 2022 through August 31, 2022

Funding Source	Federal Compliance (check if applicable)	Type of Payment
☒ Federal Subrecipient ☐ State ☐ Other	☒ FFATA (Transparency Act) ☐ Research & Development	☒ Reimbursement ☐ Fixed Price

Statement of Work Purpose: Clallam County Health & Human Services (CCHHS) will support strategies 5, 6 and 9. CCHHS will reduce unintentional opioid overdoses through improved opioid overdose data-gathering, and by direct outreach and service coordination for people who have a non-fatal overdose. CCHHS will partner with local first responders to develop a comprehensive and timely data-sharing process for opioid overdoses which will augment currently available emergency department data to better understand the scope and direction of the opioid epidemic. This data will be used to develop and implement strategies to strengthen local evidence-based approaches to prevention, intervention and referral to treatment. Develop an overdose fatality review committee.

Note: Deliverable due dates prior to January 1, 2022 in this statement of work are for reference only and were included in the 2018-2021 contract.

Revision Purpose: N/A

DOH Chart of Accounts Master Index Title	Master Index Code	Assistance Listing Number	BARS Revenue Code	LHJ Funding Period Start Date	LHJ Funding Period End Date	Current Allocation	Allocation Change Increase (+)	Total Allocation
FFY21 OVERDOSE DATA TO ACTION PREV	77520271	93.136	333.93.13	01/01/22	08/31/22	0	109,690	109,690
						0	0	0
						0	0	0
						0	0	0
						0	0	0
						0	0	0
TOTALS						0	109,690	109,690

Task #	Activity	Deliverables/Outcomes	Due Date/Time Frame	Payment Information and/or Amount
1.	**Strategy 5: Integration of State and Local Prevention and Response Efforts.** Develop an overdose fatality review committee to review fatal overdoses for missed opportunities for prevention and intervention.	Progress report: Report on process and progress of OFR committee. Once established, report number of OFRs completed, findings, recommendations and next steps/use of findings. Demonstrate how work aligns with Overdose Data to Action (OD2A) logic model.	Quarterly progress reports to DOH for all tasks. Due Dates: September-November due December 10, 2021.	Monthly invoices for actual cost reimbursement will be submitted to DOH. Total of all invoices will not exceed $109,690 through August 31, 2022.

Task #	Activity	Deliverables/Outcomes	Due Date/Time Frame	Payment Information and/or Amount
2.	**Strategy 6: Establishing Linkages to Care** by tracking current drug use patterns and overdose history and linking overdose survivors to harm reduction and treatment services through Clallam County staff or subcontractors as needed. Clallam County will collect non-HIPPA data for stimulant overdoses through ESSENCE and only follow up with an individual if the overdose is disclosed in the SSP by those individuals. Clallam County will continue to investigate and track all opioid overdoses.	Progress report: Describe program design, procedures, and policies. Describe successes, challenges, and ongoing changes to program. Demonstrate how work aligns with OD2A logic model.	December-February due March 10, 2022. March-May due June 10, 2022. June-August final report for this funding period due September 30, 2022.	(See Special Billing Requirements below.)
3.	**Strategy 9: Empower individuals to make safer choices.** Through the syringe service program and outreach endeavors with community partners, increase awareness on safer use practices and other harm reduction methods. Clallam County will offer incentives to overdose survivors and SSP participants to help encourage engagement in the program including personal hygiene items and warm clothes and supplies. Clallam County will also work with a media vendor or contractor to implement a paid media plan that will reach individuals who are at risk of overdose due to polysubstance use. Clallam County will also develop education outreach materials which will be designed to promote harm reduction messaging for overdose prevention for both opioids and stimulants. Clallam County will distribute naloxone (DOH provides us with naloxone) and fentanyl test kits to people who use drugs and other community members when appropriate.	Progress report: provide media plan and data of outcomes. Provide a copy of materials developed. Report when of fentanyl test strips are distributed and number of test kits distributed, and any feedback received.		
4.	Participate in quarterly calls with DOH and other grant partners. Share lessons learned and successes. More frequent one on one calls with DOH when needed.	Collaboration with other partners and DOH to improve statewide efforts to address the opioid/all drug epidemic.		

DOH Program and Fiscal Contact Information for all ConCon SOWs can be found on the DOH Finance SharePoint site. Questions related to this SOW, or any other finance-related inquiry, may be sent to finance@doh.wa.gov.

Federal Funding Accountability and Transparency Act (FFATA) (Applies to federal grant awards.)
This statement of work is supported by federal funds that require compliance with the Federal Funding Accountability and Transparency Act (FFATA or the Transparency Act). The purpose of the Transparency Act is to make information available online so the public can see how the federal funds are spent.

To comply with this act and be eligible to perform the activities in this statement of work, the LHJ must have a Data Universal Numbering System (DUNS®) number.

Information about the LHJ and this statement of work will be made available on USASpending.gov by DOH as required by P.L. 109-282.

Program Specific Requirements

Restrictions on Funds (i.e., disallowed expenses or activities, indirect costs, etc.):

- Subrecipients may not use funds for research.
- Subrecipients may not use funds for clinical care except as allowed by law.
- Subrecipients may use funds only for reasonable program purposes, including personnel, travel, supplies, and services.
- Generally, subrecipients may not use funds to purchase furniture or equipment.
- No funds may be used for:
    - Publicity or propaganda purposes, for the preparation, distribution, or use of any material designed to support or defeat the enactment of legislation before any legislative body the salary or expenses of any grant or contract recipient, or agent acting for such recipient, related to any activity designed to influence the enactment of legislation, appropriations, regulation, administrative action, or Executive order proposed or pending before any legislative body.
    - In accordance with the United States Protecting Life in Global Health Assistance policy, all non-governmental organization (NGO) applicants acknowledge that foreign NGOs that receive funds provided through this award, either as a prime recipient or subrecipient, are strictly prohibited, regardless of the source of funds, from performing abortions as a method of family planning or engaging in any activity that promotes abortion as a method of family planning, or to provide financial support to any other foreign non-governmental organization that conducts such activities. See Additional Requirement (AR) 35 for applicability (https://www.cdc.gov/grants/additionalrequirements/ar-35.html).
    - Program funds cannot be used for purchasing naloxone, implementing or expanding drug "take back" programs or other drug disposal programs (e.g. drop boxes or disposal bags), or directly funding or expanding direct provision of substance abuse treatment programs. Such activities are outside the scope of this Notice of Funding Opportunity (NOFO).

Monitoring Visits (i.e., frequency, type, etc.):
DOH program staff may conduct site visits up to twice per funding year.

Billing Requirements:
Billing on an A19-1A invoice voucher must be received by DOH monthly. A new consolidated contract will begin Jan. 1, 2022 with funds left from this contract.

Special Instructions:
The following funding statement must be used for media (publications, presentations, manuscripts, posters, etc.) created using OD2A funding:
This publication (journal article, etc.) was supported by the Grant or Cooperative Agreement Number, NU17CE925007, funded by the Centers for Disease Control and Prevention. Its contents are solely the responsibility of the authors and do not necessarily represent the official views of the Centers for Disease Control and Prevention or the Department of Health and Human Services.

Other:
These funds are a continuation of contract CLH18239.

Clallam County Health & Human Services

Indirect Rate as of January 1, 2022: 33.33%

EXHIBIT B-2
ALLOCATIONS
Contract Term: 2022-2024

Contract Number: CLH31005
Date: February 1, 2022

Chart of Accounts Program Title	Federal Award Identification #	Amend #	Assist List #*	BARS Revenue Code**	Statement of Work LHJ Funding Period Start Date	Statement of Work LHJ Funding Period End Date	DOH Use Only Chart of Accounts Funding Period Start Date	DOH Use Only Chart of Accounts Funding Period End Date	Amount	Funding Period SubTotal	Chart of Accounts Total
FFY23 USDA WIC Client Svs Contracts	NGA Not Received	Amd 1	10.557	333.10.55	10/01/22	09/30/23	10/01/22	09/30/23	$60,325	$60,325	$244,100
FFY22 USDA WIC Client Svs Contracts	202222W100347	Amd 1	10.557	333.10.55	01/01/22	09/30/22	10/01/21	09/30/22	$183,775	$183,775	
PS SSI 1-5 OSS Task 4	**01J18001**	**Amd 2**	**66.123**	**333.66.12**	**01/01/22**	**05/31/22**	**07/01/17**	**06/30/23**	**$36,970**	**$36,970**	**$36,970**
PS SSI 1-5 PIC Task 4	**01J18001**	**Amd 2**	**66.123**	**333.66.12**	**01/01/22**	**09/30/22**	**07/01/17**	**06/30/23**	**$311,808**	**$311,808**	**$311,808**
FFY22 Swimming Beach Act Grant IAR (ECY)	**NGA Not Received**	**Amd 2**	**66.472**	**333.66.47**	**03/01/22**	**10/31/22**	**01/01/22**	**11/30/22**	**$6,500**	**$6,500**	**$6,500**
FFY21 PHEP BP3 LHJ Funding	**NU90TP922043**	**Amd 2**	**93.069**	**333.93.06**	**01/01/22**	**06/30/22**	**07/01/21**	**06/30/22**	**$23,592**	**$23,592**	**$23,592**
FFY21 Overdose Data to Action Prev	**NU17CE925007**	**Amd 2**	**93.136**	**333.93.13**	**01/01/22**	**08/31/22**	**09/01/21**	**08/31/22**	**$109,690**	**$109,690**	**$109,690**
COVID19 Vaccines R4	NH23IP922619	Amd 1	93.268	333.93.26	01/01/22	06/30/24	07/01/20	06/30/24	$359,803	$359,803	$359,803
FFY19 COVID CARES	**NU50CK000515**	**Amd 2**	**93.323**	**333.93.32**	**01/01/22**	**04/22/22**	**04/23/20**	**07/31/24**	**$9,372**	**$9,372**	**$9,372**
FFY19 ELC COVID Ed LHJ Allocation	**NU50CK000515**	**Amd 2**	**93.323**	**333.93.32**	**01/01/22**	**10/18/22**	**05/19/20**	**10/18/22**	**$68,654**	**$68,654**	**$68,654**
FFY20 ELC EDE Care Coordination	**NGA Not Received**	**Amd 2**	**93.323**	**333.93.32**	**01/16/22**	**06/30/22**	**01/15/21**	**07/31/23**	**$81,407**	**$81,407**	**$81,407**
FFY20 ELC EDE LHJ Allocation	**NU50CK000515**	**Amd 2**	**93.323**	**333.93.32**	**01/01/22**	**12/31/22**	**01/15/21**	**07/31/24**	**$490,750**	**$490,750**	**$490,750**
FFY22 MCHBG LHJ Contracts	B0445251	Amd 1	93.994	333.93.99	01/01/22	09/30/22	10/01/21	09/30/22	$50,187	$50,187	$50,187
Rec Shellfish/Biotoxin		Amd 1	N/A	334.04.93	01/01/22	06/30/23	07/01/21	06/30/23	$7,500	$7,500	$7,500
Small Onsite Management (ALEA)		Amd 1	N/A	334.04.93	07/01/22	06/30/23	07/01/21	06/30/23	$15,000	$15,000	$37,500
Small Onsite Management (ALEA)		Amd 1	N/A	334.04.93	01/01/22	06/30/22	07/01/21	06/30/23	$22,500	$22,500	
Wastewater Management-GFS		Amd 1	N/A	334.04.93	07/01/22	06/30/23	07/01/21	06/30/23	$30,000	$30,000	$30,000
FPHS-LHJ-Proviso (YR2)		Amd 1	N/A	336.04.25	07/01/22	06/30/23	07/01/21	06/30/23	$690,000	$690,000	$1,380,000
FPHS-LHJ-Proviso (YR1)		Amd 1	N/A	336.04.25	01/01/22	06/30/22	07/01/21	06/30/23	$690,000	$690,000	
YR24 SRF - Local Asst (15%) (FO-SW) SS		Amd 1	N/A	346.26.64	01/01/22	12/31/22	07/01/21	06/30/23	$5,400	$5,400	$5,400
Sanitary Survey Fees (FO-SW) SS-State		Amd 1	N/A	346.26.65	01/01/22	12/31/22	07/01/21	06/30/23	$5,400	$5,400	$5,400
YR24 SRF - Local Asst (15%) (FO-SW) TA		Amd 1	N/A	346.26.66	01/01/22	12/31/22	07/01/21	06/30/23	$1,000	$1,000	$1,000

Clallam County Health & Human Services

Indirect Rate as of January 1, 2022: 33.33%

EXHIBIT B-2
ALLOCATIONS
Contract Term: 2022-2024

Contract Number: CLH31005
Date: February 1, 2022

Chart of Accounts Program Title	Federal Award Identification #	Amend #	Assist List #*	BARS Revenue Code**	Statement of Work LHJ Funding Period Start Date	Statement of Work LHJ Funding Period End Date	DOH Use Only Chart of Accounts Funding Period Start Date	DOH Use Only Chart of Accounts Funding Period End Date	Amount	Funding Period SubTotal	Chart of Accounts Total
TOTAL									$3,259,633	$3,259,633	
Total consideration:	**$2,120,890**									GRAND TOTAL	$3,259,633
GRAND TOTAL	**$1,138,743**									**Total Fed**	$1,792,833
	$3,259,633									**Total State**	$1,466,800

*Catalog of Federal Domestic Assistance
**Federal revenue codes begin with "333". State revenue codes begin with "334".

AGENDA ITEM SUMMARY

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

6
3/21/22

Department: Health and Human Services

WORK SESSION ☒ **Meeting Date: March 21, 2022**

REGULAR AGENDA ☐ **Meeting Date:**

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 FPHS PH/EH Positions

Documents exempt from public disclosure attached: ☐

Executive summary:

The proposed FPHS positions are possible due to the recent legislative actions taken by the state to fund public health jurisdictions additional monies based upon population. Based on approved funding, Clallam County has received $690,000. This funding is through the Foundational Public Health Services Grant. The following positions were approved by the Board of Health at their October 19, 2021 meeting, and Health and Human Services Department is requesting that the Board of County Commissioners support the following positions that are to be funded 100% by Foundational Public Health Services (FPHS).

At the March 14, 2022 Board of County Commissioners Work Session, the Commissioner's requested that staff provide additional information on the proposed FPHS positions, and identify how these positions are able to benefit the community.

Based on the proposed FPHS funding, the statement of work is specific to how state funds for the proposed services/positions will be used.

FPHS funding is available to our county in response to RCW 43.70.512 with a goal of developing a responsive and sustainable public health system and ensuring healthy and economically vital communities across Washington. Attached is a list of the State mandates for which local public health jurisdictions are responsible (Exhibit A).

Background: Throughout the COVID-19 Pandemic, the Health and Human Services team has had the opportunity to hire temporary, unlicensed staff in support of our COVID response. Historically our office has relied heavily on nurses to provide the bulk of our public health work, including our Public Health Nurse Supervisor. Many of the tasks required of our team can be accomplished by well trained personnel with a variety of backgrounds.

Assessment: At the local level, an effective use of FPHS funding would support:

1) Diversification of public health staffing structure. Recognizing our historical challenges with recruiting and retaining nursing staff, look to other health department models, which include a more diverse staff able to complete foundational public health activities.
2) Nurses working up to their licenses. Allowing our department to maximize our investment in our nursing staff as well as promote job satisfaction and thus nurse retention.
3) Department leadership proactive action. Seeking/applying for grants needed for expanding services based on CHA/CHIP; update policy/procedure matrix etc.
4) Expanding our collaborative efforts to work more closely with the Washington State Department of Health and regional public health partners, to ensure that our team remains connected with the latest information while also allowing the opportunity to share local successes and innovations.

Recommendation: Develop and hire additional positions to include an Epidemiologist; a Communications Specialist; a Public Health Support Specialist; a Public Health Nurse.

Epidemiologist

Guide upcoming Community Health Assessment and support incorporation of the CHA results into our ongoing Community Health Improvement Plan. Regularly review state and local guidance with Clallam County Health Officer and conduct regular guidance review meetings with Public Health staff. An internal epi allows for a more nimble response when urgent data needs arise (i.e. grant application with short application window) and more focused regional assessments within Clallam County (i.e. vaccine mapping by zip code). An internal epi can lead communicable disease investigations and outbreak response allowing cross coverage with nursing team and surge response capacity during communicable disease outbreaks. An internal Epi can strengthen our state and regional partnerships through coordination with Washington State Department of Health and regional epidemiologists including attendance at regular meetings, workgroups, and other networking partnerships.

Communications Specialist

Develop and promote Clallam specific health education campaigns and communications approaches based on local needs identified by the Community Health Assessment. Respond to public inquiries and support public health leadership in development of community presentations. Support development and distribution of critical public health messaging including provider alerts; press releases; and local public health guidance. Review communications from Washington State Department of Health, including public relations and social media campaigns, in order to disseminate that information locally.

Public Health Support Specialist

Provide logistical support for clinics including vaccine clinics; syringe services; and communicable disease testing events. Perform data entry for vaccine administration; syringe distribution; overdose reports; communicable disease investigations; etc. Support communicable disease contact tracing allowing cross coverage with Epi/Nurse team and surge capacity during communicable disease outbreaks. Provide case management for individuals and families experiencing COVID isolation/quarantine and survivors of natural disaster as needed.

Public Health Nurse

This position is currently unfunded, however it is the expectation of this department that based on the Community Health Assessment program expansion necessities will be identified to necessitate an additional PHN. With the addition of these positions our current public health nurses will be able to focus on offering offsite vaccine clinics; increasing communicable disease testing; providing more focused wound care and health promotion for syringe services participants to help prevent hospital burden; and provide more infection control guidance to local healthcare facilities with a focus on long term care.

Environmental Health Specialist - School Safety/Food Program Coordinator

Respond to food safety concerns that are not appropriately funded such as foodborne illness threats, requests for technical assistance and addressing new and emerging business models. Every local jurisdiction in Washington is expected to respond to foodborne illness outbreaks, food safety inquiries and provide preventative education for the general public and technical assistance. Develop, implement and enforce laws, rules, policies and procedures for maintaining the health and safety of retail food service inspections and shellfish monitoring, that address environmental public health concerns. Develop, implement and enforce laws, rules, policies and procedures for ensuring the health and safety of schools, including through education and plan review that address environmental public health concerns.

Measurements of success:

Identify priorities.

- Complete a comprehensive Community Health Assessment within 9 months.
- Produce an ongoing Community Health Improvement Plan to include continuous and evolving goals and specific measurements for success.

Increase disease investigation capacity.

- Produce department specific performance reports regarding disease investigation to help with performance improvement plans.
- Investigate 100% of urgent notifiable conditions on time including acute Hep C.
- Follow up to assure appropriate treatment for 75% of notifiable conditions including chronic Hep C.
- Complete outbreak reporting for 100% of Clallam communicable disease outbreaks.

Respond to regional needs based on regional specific data.

- Implement a minimum of three targeted public health education campaigns based on local data.
- Conduct a minimum of six off-site vaccine clinics based on vaccine rates by zip code.
- Identify local populations underserved by existing programming and develop expansion plans based on community health assessment.

Increase state and regional partnerships.

- Each public health staff participates in a minimum of 2 regional or state level meetings or workgroups weekly.

Increase community awareness of public health issues.

- Increase views and engagement with public health social media posts by 5% each quarter.
- Produce and distribute a minimum of three targeted public health education campaigns based on local data.
- Establish a minimum of 3 community partners in each Clallam region (Sequim; PA; West End) who agree to help promote public health messaging.
- Collaborate with Clallam County IT on development of improved public health website.

Stabilize case management capacity.

- Provide case management through the Care Connect Washington Program for 100 Clallam citizens experiencing isolation/quarantine or natural disaster displacement.

Improve local disease surveillance and identification.

- Resume communicable disease testing including Hep C; HIV; chlamydia; and gonorrhea testing.
- 1 PHN attends UW Wound Care seminar within the year and offers basic wound care to 50 syringe service participants within the first year after training.

Increase capacity for infection control support.

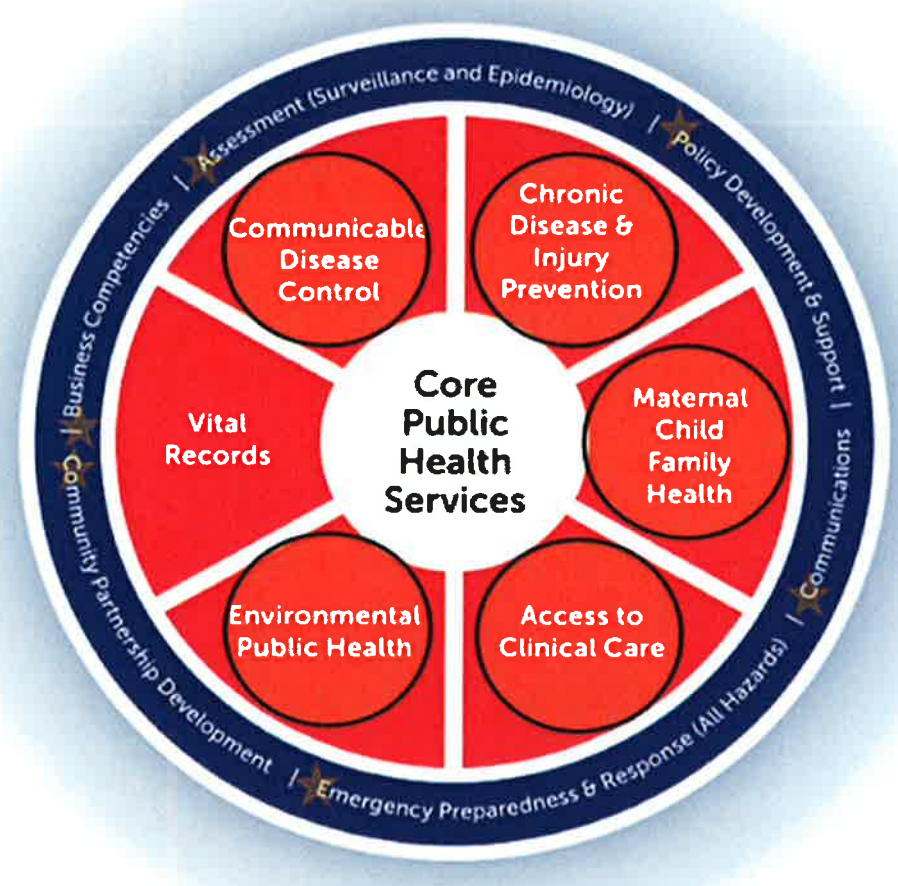
- Provide 10 ICAR (infection control assessment response) visits to Long Term Care Facilities in partnership with Environmental Health team.

Improve systems.

- Update 50% of the existing public health policies and procedures within one year.
- Update 100% of the existing public health policies and procedures within two years.
- Identify areas where policies and procedures are lacking; develop appropriate P&Ps to address these areas within one year.

Fulfill Foundational Public Health Service obligations.

- Support 5 out of 6 core public health services.
- Support 6 out of 6 core public health capabilities.
- Maintain local expertise to consistently, efficiently, and flexibly meet local needs.



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

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

County Official signature & print name: Kevin LoPiccolo

Name of Employee/Stakeholder attending meeting: Kevin LoPiccolo

Relevant Departments: Health and Human Services

Date submitted: March 16, 2022

* 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 - FPHS Positions 3-21-22
Revised: 3-04-2019

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

EXHIBIT A

STATE MANDATES

WASHINGTON STATE LEGAL MANDATES FOR PUBLIC HEALTH:
STATE STATUTES (RCWs) AND CODES (WACs) FOR WHICH
LOCAL PUBLIC HEALTH JURISDICTIONS ARE RESPONSONSIBLE

COMMUNICABLE DISEASES

Communicable Disease Control: RCW 70.05.070; WAC 246-100; WAC 246-138
Health officer is required to report, investigate and control (including isolation or quarantine orders) communicable diseases and notifiable conditions within their jurisdiction. The health officer is required to establish plans, policies, and procedures for instituting emergency measures necessary to prevent the spread of communicable disease or contamination. Police officers and sheriffs are required to enforce health officer orders as needed (see WAC 246-100-070). Health district is required to screen, determine, and provide testing and referral for "good samaritans" who are exposed to infectious diseases.

Sexually Transmitted Disease (STD) Investigation and Control: RCW 70.24; WAC 246-100
Health Officer is to investigate, examine, and treat cases of sexually transmitted diseases. RCW 70.24 was extensively amended in 1988 with the passage of the omnibus AIDS bill which provides funds for six regional AIDS service networks with local public health jurisdictions having responsibility for developing coordinated networks for AIDS treatment and prevention, including counseling and testing, contact notification, education, and planning and coordination of services for AIDS patients. Health Officer has responsibility for ordering HIV Ab testing for certain persons, for providing court ordered testing and counseling, and for ordering detention of persons infected with STDs who present an imminent danger to the public health.

Notifiable Conditions: RCW 70.05.110; WAC 246-101
Health Officer or health district is required to review, investigate, and determine the appropriate action for each reported or suspected case of a notifiable condition. Local health is also required to: establish a system for maintaining confidentiality of disease records; notify health care providers, laboratories, and health care facilities about notifiable condition requirements; notify the state department of health of notifiable conditions and when case investigations are completed. Gives the health officer the authority to require any person suspected of having a notifiable condition to submit to exams.

Tuberculosis (TB) Control: RCW 70.28; RCW 70.30; WAC 246-170
Health Officer and local health district is required to conduct prevention and screening, testing, investigate, treat, provide case management and, if necessary, isolate or quarantine TB patients. The local health district is required to receive and maintain records of TB reports for ten years. County legislative authorities are required to annually budget funds for TB control.

VITAL STATISTICS

Vital Statistics: RCW 70.58
Health officer is required to register births and deaths, verify that the registration has been done correctly, contact informant when registration is not correct or complete, and submit registration information to the state. Health officer/health district also required to provide copies of birth and death certificates.

ENVIRONMENTAL HEALTH

Powers and Duties of Local Board of Health: RCW 70.05.060

The local board of health has supervision over all matters pertaining to the preservation of the live and health of the people within its jurisdiction. The board is required to enforce state laws and rules of the state board of health, or department of health, through the health officer or administrative officer. The board has authority to enact local rules and regulations and to establish fee schedules for public health permits, licenses, or services.

Local Health Officer Powers and Duties: RCW 70.05.070

The health officer shall enforce the public health statutes of the state, rules and regulations of the state board of health and department of health, and all local public health rules, regulations and ordinances. The health officer shall maintain health and sanitation supervision within the District's jurisdiction, and shall prevent, control or abate nuisances which are detrimental to the public health.

On-Site Sewage Disposal Systems: RCW 70. 05.072, .074, .160, .190, .200; RCW 70.118; RCW 70.118A; WAC 246-272A; WAC 246-272C; WAC 246-274

Local board of health and health officer are responsible to ensure the proper siting, design, installation, maintenance and repair of on-site sewage systems; issuing on-site sewage system permits; certifying on-site sewage system installers, pumpers, and maintenance providers; and identifying and enforcing the correction of failing on-site sewage systems. The health officer may grant waivers to state on-site rules. The Health Officer must respond to the applicant for an on-site sewage system permit within thirty days after receiving a fully completed application, and must respond that the application is either approved, denied, or pending. Local boards to ensure that on-site inspectors obtain wastewater treatment certification.

Local boards and health officers may seek administrative search warrants. Local health officers must develop written on-site program management plan and electronic data systems to manage on-site system records. Local boards and health officers may allow citizens to self-inspect their own septic system.

Health officer to require state approved sewage tanks and to review, inspect, permit, and enforce the state standards for subsurface greywater reuse systems.

Food Service: WAC 246-215

Health officer is to inspect and permit food establishment facilities, equipment, operations, and personnel to safeguard public health and ensure that food is safe to consume. Mandated work includes pre-permit food establishment facility and operation plan reviews, enforcement of corrective actions, and food borne illness investigations.

Food and Beverage Service Workers Permits: RCW 69.06; WAC 246-217

Health officers/health districts to conduct food worker testing, and issue permits (food worker cards) to successful applicants. Health officer must furnish food service worker manual and provide at least 30 minutes of instruction to applicants. Health officer may revoke food worker card for repeated or continuing violations.

Public Water Systems: RCW 70.05.070; RCW 18.104.043; RCW 70.142; WAC 246-290; WAC 246-291
Health officer to inspect as necessary expansions or modifications of public water systems to assure conformation with approved plans. Health district may request delegation of authority from Ecology for well site inspections, tagging, sealing, and decommissions within its jurisdiction. Health districts required to receive chemical contaminant water sample results from public water systems. Health districts may establish more stringent water quality standards for drinking water in their jurisdiction. Local board of health may adopt rules governing public water systems, or health officer may develop a joint plan of operation with state department of health for public water system administration. Health officer may initiate enforcement actions, grant waivers, and administer the design, construction, operation and maintenance of public water systems.

Well Construction: WAC 173-160
Under the delegated authority from the Washington State Department of Ecology, the Health Officer may administer and enforce the water well construction program requirements.

Water Recreation Facilities: RCW 70.90; WAC 246-260; WAC 246-262
Local board of health may adopt local safety regulations for water recreation and recreational water contact facilities addressing plan review, inspections, permits, surveillance, and enforcement. Health officer enforces standards for swimming and wading pools, water parks, and natural bathing beaches, and issue operation permits. Water recreation facility operators shall report to the health officer serious injuries, communicable disease, or death occurring at or caused by the facility.

Recreational Shellfish Beaches: WAC 246-280
Health officer to work with state department of health to evaluate the quality of beaches for safe shellfish harvesting.

Solid Waste Management: RCW 70.95; WAC 173-304; WAC 173-350; WAC 173-351
Local board of health to adopt regulations governing solid waste handling, collection, transportation, treatment, utilization, and final disposal, including but not limited to issuing operation permits. Health district required to issue and enforce solid waste facility operation permits and enforce owner responsibilities for proper solid waste handling and disposal or recycling.

Biomedical Wastes: RCW 70.95K
Health districts required to enforce the state standards for handling and disposal of medical sharps waste.

Decontamination of Illegal Drug Manufacturing or Storage Sites: WAC 246-205
Upon notification from law enforcement, health officer is to post, inspect, evaluate for contamination, report results, notify owners and the public about illegal drug manufacturing or storage sites, and order and enforce cleanup of the site.

General Sanitation: WAC 246-203
State board of health codes addressing miscellaneous public health nuisances for local health districts to enforce.

Schools: WAC 246-366
Health officer is to review and approve building plans for all primary and secondary school, and periodically perform health and safety inspections at schools to state standards.

Camps and Parks: WAC 246-376
Health officer is to register and inspect group camps (for recreation, education, vacation, or religious uses) to state health and safety standards.

Outdoor Music Festivals: RCW 70.108.040; WAC 246-374
Health officer is to review and approve health and safety plans for outdoor music festivals. Health officer has the authority to require actions to remedy health hazards.

Washington Clean Indoor Air Act: RCW 70.160
Health districts to implement provisions for no smoking areas in public places or places of employment.

Labor Camp Standards: WAC 248-63
Local Health Department inspects farm labor camps.

Administrative Search Warrant Authorization: RCW 70.118.030
Health Officer may request Administrative Search Warrants in response to pollution in commercial or recreational shellfish harvesting areas or pollution in fresh water.

State Environmental Policy Act (SEPA): RCW 43.21C; WAC 197.11
Local Health Department required to adopt SEPA, which sets for an environmental policy for the State of Washington.

OTHER

Tobacco- Access to Minors: RCW 70.155 (1993)
This act strengthens enforcement of laws prohibiting sales and distribution of tobacco to minors. It provides funds from the Youth Tobacco Prevention Fund (retailer license fees and fines) to local public health jurisdictions for "coordinated tobacco intervention strategies to prevent and reduce tobacco use by youth."

AGENDA ITEM SUMMARY

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

7
3/21/22

Department: Noxious Weed Control

WORK SESSION ☒ **Meeting Date: 3/21/22**

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- Briefing

Documents exempt from public disclosure attached: ☐

Executive summary:
A request to brief the commissioners on Roadside Integrated Weed Management activities in 2021 and the IWM plan for 2022. We would like to have half an hour to give a brief presentation, receive comments and to answer questions.

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

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

County Official signature & print name: L Gores for Cathy Lucero

Name of Employee/Stakeholder attending meeting: Cathy Lucero and Joe Reynolds

Relevant Departments: Noxious Weed Control Board,

Date submitted: 3/15/22

AGENDA ITEM SUMMARY

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

8
3/21/22

Department: Public Works/Road

WORK SESSION ☒ **Meeting Date: 03/21/2022**

REGULAR AGENDA ☒ **Meeting Date: 03/29/2022**

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

Item summary:

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

Documents exempt from public disclosure attached: ☐

Executive summary:

This item is the Notice of Invitation for Bids for the reconstruction of Dry Creek 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?** ☐

This item is budgeted on the 6-year TIP and Annual Construction Program.

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

It is recommended that the Commissioners approve and sign this resolution.

County Official signature & print name: Mary Peterson DORV Joe Donisi

Mary Peterson

Name of Employee/Stakeholder attending meeting: Joe Donisi

Relevant Departments: Public Works/Road Dept.

Date submitted: 03/16/2022

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

2022 Agenda IS Call for Bids
Revised: 3-04-2019

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

NOTICE OF INVITATION FOR BIDS

SEALED BIDS will be received by the Board of Clallam County Commissioners at 223 East Fourth Street, Room 150, Port Angeles, Washington until 10:00 a.m., Tuesday, **April 19, 2022,** at which time they will be publicly opened and read aloud for:

The the reconstruction of Dry Creek Road between milepost 0.00 and milepost 0.68, replacement of 3200 lineal feet of waterline, 3100 lineal feet of sewer line, and other related work.

Complete plans and specifications may be obtained from the office of the Public Works Department, Courthouse, 223 E. 4th St., Ste. 6, Port Angeles, WA 98362, (360) 417-2319. Questions regarding this project may be directed to Pat McElroy at (360) 417-2391.

The sealed bids must be clearly marked on the outside of the envelope, **"BID PROPOSAL – DRY CREEK ROAD RECONSTRUCTION, CRP C1256"**. Address bid proposal to: Board of Clallam County Commissioners, 223 E. 4th St., Ste. 4, Port Angeles, WA 98362 or hand-deliver to 223 E. 4th St., Room 150, Port Angeles, Washington. Bid documents delivered to other offices and received late by the Commissioners' Office will not be considered nor will bids received by facsimile or e-mail.

Clallam County will determine the lowest responsible bidder in accordance with the terms of Clallam County Code Section 3.12.070 and reserves the right to reject any and all bids and to waive informalities in the process or to accept the bid which in its estimation best serves the interests of Clallam County.

Clallam County, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252,42 U.S.C. 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

The attached contract plans, these contract provisions and the Standard Specifications for the above-described project are hereby

APPROVED THIS _____ DAY OF _____, 20___.

BOARD OF CLALLAM COUNTY COMMISSIONERS

_____
Mark Ozias, Chair

ATTEST:

_____
Loni Gores, CMC, Clerk of the Board

Please Publish: Peninsula Daily News/Seattle Daily Journal - April 1 & 8
Please Bill: Clallam County Public Works

AGENDA ITEM SUMMARY

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

9
3/21/22

Department: Public Works

WORK SESSION ☒ **Meeting Date: 03/21/2022**

REGULAR AGENDA ☒ **Meeting Date: 03/29/2022**

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

Item summary:

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

Documents exempt from public disclosure attached: ☐

Executive summary:
This item is the Call for Bids for the annual supply contract for the 2022 Hot Mix Asphalt and CSS-1 Liquid Asphalt products for the year 2022.

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

The 2022 Road Fund budget includes the necessary monies required for the purchase of these materials.

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

We recommend that the Commissioners authorize the Chair to sign the Call for Bids.

County Official signature & print name: Mary Peterson FOR Joseph Donisi

Name of Employee/Stakeholder attending meeting: Joe Donisi

Relevant Departments: Public Works

Date submitted: 03/16/2022

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

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

NOTICE OF INVITATION TO BID

SEALED BIDS will be received by the Board of Clallam County Commissioners at 223 E. Fourth Street, Room 150, Port Angeles, Washington, until 10:00 a.m., Tuesday, **April 12, 2022**, at which time they will be publicly opened and read aloud for the **2022 Hot Mix Asphalt and CSS-1 Liquid Asphalt Requirements** of the Clallam County Public Works Department.

Bid price is to include all applicable taxes and to include delivery to various locations. Complete specifications and bid forms may be obtained from the Public Works Department, 223 E. Fourth Street, Suite 6, Port Angeles, WA 98362, or by calling (360) 417-2319. All bidding and related questions regarding this supply contract may be directed to Brian Wahlsten at (360) 417-2378.

Sealed bids must be clearly marked on the outside of the envelope, **"BID PROPOSAL - 2022 HOT MIX ASPHALT REQUIREMENTS".** Address bid proposal to: Board of Clallam County Commissioners, 223 East 4th Street, Suite 4, Port Angeles, WA 98362, or hand deliver to 223 East 4th Street, Room 150, Port Angeles, Washington. Bid documents delivered to other offices and received late by the Commissioners' Office will not be considered, nor will bids received by facsimile or e-mail.

Clallam County hereby notifies all bidders that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises as defined in Title VI of the Civil Rights Act of 1964 at 49 CFR Part 23 will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, national origin, or sex in consideration for an award.

Clallam County will determine the lowest responsible bidder in accordance with the terms of Clallam County Code Section 3.12.070; and reserves the right to reject any and all bids and to waive informalities in the process or to accept the bid which in its estimation best serves the interests of Clallam County.

APPROVED THIS _____ DAY OF _____, 2022.

BOARD OF CLALLAM COUNTY COMMISSIONERS

_____
Mark Ozias, Chair

ATTEST:

_____
Loni Gores, Clerk of the Board

PLEASE PUBLISH: April 1 & 8

PLEASE BILL: Clallam County Public Works Department
223 E. 4th St., Ste. 6
Port Angeles, WA 98362

10
3/21/22

AGENDA ITEM SUMMARY

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

Department: Public Works

WORK SESSION ☒ **Meeting Date: 03/21/2022**

REGULAR AGENDA ☒ **Meeting Date: 03/29/2022**

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 Road Conveyance & Deed

Documents exempt from public disclosure attached: ☐

Executive summary:
Olympic Timber LLC would like to donate right of way for the Hoko Ozette Road to Clallam County Road Department

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?)

That the Commissioners review, approve and authorize the Chair to sign the documents.

County Official signature & print name: Mary Peterson FOR Joe Donisi
Mary Peterson

Name of Employee/Stakeholder attending meeting: Joe Donisi & Linda Capps

Relevant Departments: Public Works

Date submitted: 03/16/2022

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

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

ROAD CONVEYANCE AGREEMENT

(Washington)

This Road Conveyance Agreement (the "**Agreement**") is entered into effective as of March __, 2022 (the "**Effective Date**"), by and between Olympic Timber, LLC, a Delaware limited liability company ("**Olympic**"), and Clallam County, a political subdivision of the State of Washington, by and through its Road Department ("**County**").

RECITALS

1. Olympic is the owner of the fee underlying a portion or portions of the Hoko-Ozette Road located in Clallam County, State of Washington, which is thirty (30) feet on either side of the centerline more particularly described and depicted in **Exhibit A** attached hereto and incorporated herein by this reference (the "**Road**"). The portions of the Road owned by Olympic, together with any and all appurtenances and improvements shall be referred to in this Agreement as the "**Property**."

2. County is a political subdivision of the State of Washington that has requested that Olympic convey to County the fee interests in the Property, although it currently maintains easement rights over the same pursuant to (among other possible instruments) that certain instrument recorded in the Clallam County Records under Vol. 234, Page 65.

3. Olympic desires to convey the Property to County and County desires to accept the conveyance of the Property from Olympic, subject to and in accordance with the terms and conditions set forth below.

AGREEMENT

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are both hereby agreed upon and acknowledged by the parties hereto (each, a "**Party**," and collectively, the "**Parties**"), the Parties agree as follows:

1) **Recitals.** The Recitals set forth above are incorporated into the terms of this Agreement for all intents and purposes.

2) **Agreement to Convey and Accept.** In consideration of the mutual covenants and agreements herein, Olympic agrees to convey, and County agrees to accept, the Property on the terms and conditions set forth in this Agreement (the "**Conveyance**").

3) **Conveyance of Title**. Title to the Property shall be conveyed in fee simple absolute by Statutory Bargain and Sale Deed in form and substance substantially identical to the instrument attached hereto as **Exhibit B** (the "**Deed**"), subject to no exceptions to title other than current real property taxes and all title exceptions encumbering the Property recorded in the Clallam County Auditor's Office as of the date of execution of the Deed (collectively, the "**Permitted Exceptions**"). For the avoidance of doubt, the Deed shall provide that County will

perpetually maintain the Road at its sole cost and expense as a functional, paved right of way adequate for year round use following execution of the Deed by the Parties.

4) **Closing.** The closing of the transaction contemplated herein and conveyance of the Property shall occur as follows:

(i) Olympic shall execute two (2) originals of this Agreement and execute and acknowledge one (1) original of the Deed and transmit the partially executed documents to the County via overnight mail;

(ii) the partially executed originals of this Agreement and the Deed and the transaction contemplated thereunder shall be presented to Board of County Commissioners for Clallam County (the "**County Board**") for approval;

(iii) upon approval of this Agreement and the Deed and the transaction contemplated thereunder by the County Board, the County shall execute the two (2) originals of this Agreement and the original of the Deed, and then the County Road Department shall pay to the Clallam County Assessor or the Clallam County Treasurer (as applicable) any real estate excise taxes due in connection with the conveyance of the Property to the County;

(iv) the County Road Department shall record the Deed with the Clallam County Auditor's Office and pay any accompanying fees due in connection with such recordation; and

(v) the County shall send via overnight mail to Olympic a fully executed original of this Agreement and a copy of the executed, acknowledged and recorded Deed.

For purposes of this Agreement, "**Closing**" shall occur when the above-mentioned actions referenced in subsections 4(i) through 4(v) have all occurred.

5) **Closing Costs, Pro-Rations and Other Costs**. Any real property taxes for the current year shall be pro-rated between Olympic and County as of the date of Closing based on the latest available tax bill. All real estate excise taxes (if any) triggered by the conveyance of the Property shall be paid by County. County acknowledges that the Property or a portion thereof may be presently classified or designated as "forest land," "timberland," "open space," or similar non-*ad valorem* status for the purposes of Washington state property taxes, and County shall pay at or following Closing any roll-back or compensating tax and related interest and penalties resulting from such change in classification or designation, and shall indemnify and hold harmless Olympic for and against such tax and any costs (including attorneys' fees) in connection therewith. County additionally shall solely pay for all recording fees incurred at Closing. Additionally, County shall be solely responsible for the entire cost of any survey or environmental audit (as applicable) of the Property that has been performed in connection with this Agreement, as required by County in its commercially reasonable discretion.

6) **Possession and Interim Actions**. Possession of the Property shall be delivered upon Closing.

7) **Olympic's Representations**. Olympic makes only the following representations and warranties to County regarding the Property and the transaction contemplated hereunder:

(a) Olympic has full power and authority to enter into this Agreement, and to convey the Property in accordance with this Agreement, and the party executing this Agreement on behalf of Olympic below has all requisite power and authority to bind Olympic to the terms of this Agreement.

(b) Olympic owns fee simple title to the Property subject to no encumbrances or exceptions to title other than the Permitted Exceptions.

(c) Olympic's execution, delivery and consummation of this Agreement shall not result in any default or violation of any agreement or law by which Olympic is bound or which will result in any lien, charge or encumbrance on the Property.

8) **County's Representations**.

(a) County has full power and authority to enter into this Agreement, and to accept the conveyance of the Property in accordance with this Agreement.

(b) County's execution, delivery and consummation of this Agreement shall not result in any default or violation of any agreement or law by which County is bound or to which County is subject or that will result in any lien, charge or encumbrance on the Property.

9) **No Other Representations and Warranties**. Each Party hereby acknowledges that no representations or warranties have been made with respect to the Property or the transaction contemplated by this Agreement other than those expressly set forth in Sections 7, 8, or elsewhere in this Agreement. EXCEPT AS EXPRESSLY SET FORTH HEREIN AND THE DEED, OLYMPIC MAKES NO REPRESENTATION OR WARRANTY WHATSOEVER WHETHER EXPRESSED OR IMPLIED WITH RESPECT TO THE PROPERTY, THE AVAILABILITY OF UTILITIES TO THE PROPERTY, ACCESS OF THE PROPERTY TO PUBLIC ROADS, OR THE CONDITION, ADEQUACY, OR SUITABILITY OF THE PROPERTY FOR COUNTY'S PURPOSES, HABITABILITY, TENANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, OR THE ENVIRONMENTAL CONDITION OF THE PROPERTY AND THE PRESENCE OF OR CONTAMINATION BY HAZARDOUS SUBSTANCES UPON THE PROPERTY, AND OLYMPIC HEREBY DISCLAIMS ANY SUCH WARRANTY. COUNTY HAS INQUIRED, INVESTIGATED, AND SATISFIED ITSELF AS TO (I) THE PHYSICAL CONDITION OF THE PROPERTY, (II) WHETHER ANY PORTION OF THE PROPERTY LIES IN ANY FLOODPLAIN, FLOOD WAY, OR SPECIAL FLOOD HAZARD AREA, (III) THE GEOLOGICAL AND SOIL CONDITION OF THE PROPERTY, (IV) WHETHER THE PROPERTY COMPLIES WITH ALL CITY OR COUNTY ZONING AND BUILDING REGULATIONS, AND (V) ALL ENVIRONMENTAL CONDITIONS (INCLUDING BUT NOT LIMITED TO THE PRESENCE OF ASBESTOS OR OTHER HAZARDOUS MATERIALS) RELATING TO THE PROPERTY. The provisions of this Section 9 shall survive the Closing.

10) **Condition of Property**. County and Olympic acknowledge that the Property may or may not be considered "commercial real estate" as defined in RCW 64.06, and hereby waive all rights, obligations and remedies (including, without limitation, the right of rescission) which would be applicable or available to the Parties if the Property were so qualified. County acknowledges that County has been advised of County's right (to the extent applicable to the subject transaction) to receive a completed Seller Disclosure Statement pursuant to RCW Chapter 64.06 and that County hereby waives that right, whether or not applicable. Olympic acknowledges that had the Seller Disclosure Statement been required to be provided to County none of the answers to the questions in the section of the Seller Disclosure Statement entitled "Environmental" would have been "yes". The provisions of this Paragraph 10 shall survive the Closing.

11) **Remedies Upon Default**. In the event either Party defaults in the performance of any of its obligations under this Agreement, the other Party shall, in addition to other remedies provided in this Agreement or by law or equity, have the right of specific performance against the defaulting Party.

12) **Indemnification**. Olympic and County agree to mutually pay, save, reimburse, protect, indemnify, defend and hold each other and their respective nominees, directors, agents and employees harmless from, for and against any and all claims, liability, suits, damages, fines, penalties and costs (i) arising out of, resulting from, relating or incident to the ownership and operation of the Property during the respective time of any Party's applicable ownership, or (ii) resulting from any misrepresentation or breach of representation, warranty or covenant made by the other Party in this Agreement or in any document, certificate or exhibit given or delivered to the other Party pursuant to or in connection with this Agreement. The provisions of this Section 12 shall survive the Closing. For the avoidance of doubt, County's obligations under this Section shall at all times be subject to the Washington Tort Claims Act found at RCW Chapter 4.92.

13) **Notices**. All notices pertaining to this Agreement shall be in writing delivered to the parties hereto by confirmed e-mail, hand, courier service or express mail, or by certified mail, return receipt requested, postage prepaid, at the addresses set forth below. All notices shall be deemed given when deposited in the mail addressed to the Party to be notified, or if delivered by confirmed e-mail, hand, courier service or express mail, shall be deemed given when delivered.

To Olympic:
Olympic Timber, LLC
c/o Campbell Global, LLC
Attn: Asset Management
1300 SW 5th Avenue, Suite 3200
Portland, OR 97201

Copies of any notice to Olympic should also be sent to:

Schwabe, Williamson & Wyatt
Attn: Greg Fullem
1211 SW Fifth Avenue, Suite 1800

Portland, OR 97204

To County:

Clallam County Road Department
Attention: Linda Capps
223 E. 4th Street, Suite 6
Port Angeles, WA 98362

Copies of any notice to County should also be sent to:

Chief Civil Deputy Prosecuting Attorney
Attention: Elizabeth Stanley
223 E. 4th Street, Suite 11
Port Angeles, WA 98362

14) **Professional Fees**. In the event of the bringing of any action, arbitration or suit by a Party hereto against another Party by reason of any breach of any of the covenants, agreements or provisions of this Agreement, then the prevailing Party will be entitled to recover from the other Party all reasonable costs and expenses of the action, arbitration or suit, attorneys' fees, accounting, engineering or expert fees, and any other professional fees resulting therefrom, including (without limitation) any attorneys' fees incurred in connection with any appeal or bankruptcy proceeding.

15) **Binding on Successors**. This Agreement shall be binding not only upon the Parties, but also upon their personal representatives, assigns, and other successors in interest.

16) **Additional Documents**. Olympic and County agree to execute such additional documents as may be reasonable and necessary to carry out the provisions of this Agreement.

17) **Entire Agreement**. This Agreement constitutes the entire agreement between County and Olympic pertaining to the subject matter contained in it, and supersedes all prior and contemporaneous agreements, representations, and understandings. No modification or amendment of this Agreement shall be binding unless executed in writing by both Parties.

18) **No Merger**. The obligations contained in this Agreement, except for those specifically discharged in escrow, shall not merge with transfer of title but shall remain in effect until fulfilled.

19) **Governing Law**. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington.

20) **Counterparts and Electronic Signatures**. This Agreement may be executed in two or more counterparts and when so executed shall have the same force and affect as though all signatures appeared in one document. Execution of this Agreement may be evidenced by the

transmission of electronic copies (including copies executed by .PDF or DocuSign), which shall have the same effect as an original.

21) **Authority**. Each individual executing this Agreement on behalf of Olympic or County represents and warrants to the other Party that their execution and delivery of this Agreement and all related documents on behalf of the Party for whom they are signing has been duly authorized.

22) **Interpretation**. This Agreement is to be interpreted as if it were drafted by both and not any one of the Parties. The headings used in this Agreement are for purposes of convenience only and should not be used in construing the provisions of this Agreement.

[Signatures contained on following page]

The Parties have executed this Agreement effective as of the Effective Date:

OLYMPIC:

OLYMPIC TIMBER, LLC, a
Delaware limited liability company

By: Campbell Global, LLC, a Delaware
limited liability company, its Manager

By _____
Name John S. Gilleland
Title CEO

COUNTY:

CLALLAM COUNTY, a political subdivision
of the State of Washington, by and through its
Road Department

By _____
Name _____
Title _____

Exhibits

A - Property Legal Description/Depiction
B - Deed Form

EXHIBIT A

Property Legal Description/Depiction

DESCRIPTION OF AS-BUILT BEST FIT CENTERLINE OF HOKO-OZETTE ROAD WITHIN PORTIONS OF SECTIONS 28, 29 AND 32, TOWNSHIP 32 NORTH, RANGE 13 WEST, WILLAMETTE MERIDIAN, CLALLAM COUNTY, WASHINGTON.

COMMENCING AT A 3-INCH BRASS CAP MARKING THE CORNER OF SECTIONS 21, 22, 27 AND 28 OF TOWNSHIP 32 NORTH, RANGE 13 WEST, WILLAMETTE MERIDIAN, CLALLAM COUNTY, WASHINGTON AS DESCRIBED AND SHOWN ON BOOK 25 OF SURVEYS, PAGE 54 AND LAND CORNER RECORD RECORDER UNDER AUDITOR'S FILE NUMBER 505801, RECORDS OF COUNTY;

THENCE NORTH 70° 45' 51" WEST 501.55 FEET TO THE POINT OF BEGINNING OF THIS CENTERLINE DESCRIPTION. SAID POINT BEARS SOUTH 81° 18' 14" WEST 18,154.67 FEET FROM A 3 1/2-INCH BRASS CAP STAMPED "K473 RESET NATIONAL GEODETIC SURVEY" AS SHOWN ON AND DESCRIBED IN BOOK 38 OF SURVEYS, PAGE 84, AUDITOR'S FILE NUMBERS 1998-1003283, 1998-1003284 AND 1998-1003306, RECORDS OF SAID COUNTY.

THENCE ALONG SAID AS-BUILT BEST FIT CENTERLINE SOUTH 16° 59' 00" WEST 210.50 FEET;

THENCE SOUTH 19° 51' 00" WEST 161.60 FEET;

THENCE SOUTHERLY ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 331.00 FEET, A CENTRAL ANGLE OF 33°10'00" FOR AN ARC DISTANCE OF 191.61 FEET;

THENCE SOUTH 13° 19' 00" EAST 72.07 FEET;

THENCE SOUTHERLY ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 330.00 FEET, A CENTRAL ANGLE OF 34°08'20" FOR AN ARC DISTANCE OF 196.63 FEET TO THE BEGINNING OF A COMPOUND CURVE;

THENCE SOUTHWESTERLY ALONG SAID COMPOUND CURVE TO THE RIGHT HAVING A RADIUS OF 254.00 FEET, A CENTRAL ANGLE OF 48°40'40" FOR AN ARC DISTANCE OF 215.80 FEET;

THENCE SOUTH 69° 30' 00" WEST 286.31 FEET;

THENCE SOUTHWESTERLY ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 943.00 FEET, A CENTRAL ANGLE OF 21 °40'13" FOR AN ARC DISTANCE OF 356.66 FEET;

THENCE SOUTH 47° 49' 47" WEST 201.41 FEET TO THE MIDPOINT BETWEEN THE MOST EASTERLY CORNER OF THE RYAN PARCEL AND THE MOST NORTHERLY CORNER OF THE BROWN PARCEL, BOTH MONUMENTED WITH A 1/2-

INCH REBAR WITH A SURVEYOR'S PLASTIC IDENTIFICATION CAP STAMPED "DUNN LS 8709" SET PER BOOK 7 OF SURVEYS, PAGE 71, RECORDS OF SAID COUNTY;

THENCE CONTINUING SOUTH 47° 49' 47" WEST 464.00 FEET TO A THE MIDPOINT BETWEEN A POINT ON THE SOUTH BOUNDARY OF SAID RYAN PARCEL AND THE MOST WESTERLY CORNER OF SAID BROWN PARCEL MONUMENTED WITH SIMILAR MONUMENTS AS SHOWN ON SAID SURVEY;

THENCE SOUTH 47° 49' 53" WEST 149.74 FEET;

THENCE SOUTHWESTERLY ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 850.00 FEET, A CENTRAL ANGLE OF 38°13'53" FOR AN ARC DISTANCE OF 567.17 FEET;

THENCE SOUTH 9° 36' 00" WEST 39.73 FEET;

THENCE SOUTHWESTERLY ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 464.00 FEET, A CENTRAL ANGLE OF 20°41'00" FOR AN ARC DISTANCE OF 167.50 FEET;

THENCE SOUTH 30° 17' 00" WEST 143.83 FEET;

THENCE SOUTH 26° 15' 00" WEST 100.79 FEET;

THENCE SOUTHWESTERLY ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 569.00 FEET, A CENTRAL ANGLE OF 15°04'39" FOR AN ARC DISTANCE OF 149.73 FEET;

THENCE SOUTH 41° 19' 39" WEST 10.38 FEET TO THE EASTERLY LIMITS OF THE RIGHT-OF-WAY CONVEYED PER AUDITOR'S FILE NUMBER 2011-1263445, RECORDS OF SAID COUNTY;

THENCE ALONG THE CENTERLINE OF SAID RIGHT-OF-WAY AS CONVEYED SOUTH 41° 19' 39" WEST 194.82 FEET;

THENCE CONTINUING SOUTHWESTERLY ALONG SAID CENTERLINE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 1000.51 FEET, A CENTRAL ANGLE OF 3°27'11" FOR AN ARC DISTANCE OF 60.30 FEET;

THENCE CONTINUING ALONG SAID CENTERLINE SOUTH 44° 46' 50" WEST 233.27 FEET;

THENCE CONTINUING SOUTHWESTERLY ALONG SAID CENTERLINE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 200.00 FEET, A CENTRAL ANGLE OF 31 °46'36" FOR AN ARC DISTANCE OF 110.92 FEET;

THENCE CONTINUING ALONG SAID CENTERLINE SOUTH 76° 33' 26" WEST 119.95 FEET TO THE WESTERLY LIMITS OF SAID RIGHT-OF-WAY;

THENCE ALONG SAID AS-BUILT BEST FIT CENTERLINE SOUTH 76° 54' 00" WEST 797.40 FEET;

THENCE SOUTH 78° 09' 00" WEST 320.40 FEET TO A POINT THAT BEARS NORTH 18° 21' 10" WEST 432.34 FEET FROM A 5/8-INCH REBAR WITH SURVEYOR'S PLASTIC IDENTIFICATION CAP STAMPED "PLS 27129" MARKING THE SOUTHWEST SIXTEENTH CORNER OF SECTION 28 SET PER BOOK 25 OF SURVEYS, PAGE 54, RECORDS OF SAID COUNTY;

THENCE SOUTHWESTERLY ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 441.00 FEET, A CENTRAL ANGLE OF 31 °58'00" FOR AN ARC DISTANCE OF 246.04 FEET;

THENCE SOUTH 46° 11' 00" WEST 125.87 FEET;

THENCE SOUTHWESTERLY ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 390.00 FEET, A CENTRAL ANGLE OF 23°48'00" FOR AN ARC DISTANCE OF 162.00 FEET;

THENCE SOUTH 22° 23' 00" WEST 166.19 FEET;

THENCE SOUTHWESTERLY ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 610.00 FEET, A CENTRAL ANGLE OF 34°39'00" FOR AN ARC DISTANCE OF 368.90 FEET;

THENCE SOUTH 57° 02' 00" WEST 282.70 FEET;

THENCE SOUTHWESTERLY ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 583.00 FEET, A CENTRAL ANGLE OF 17°33'00" FOR AN ARC DISTANCE OF 178.58 FEET;

THENCE SOUTH 74° 35' 00" WEST 95.83 FEET;

THENCE SOUTHWESTERLY ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 416.00 FEET, A CENTRAL ANGLE OF 35°17'00" FOR AN ARC DISTANCE OF 256.18 FEET. SAID POINT BEARS NORTH 25° 27' 57" WEST 550.19 FEET FROM A 3-INCH BRASS CAP MARKING THE CORNER OF SECTIONS 28, 29, 32 AND 33 AS DESCRIBED ON BOOK 25 OF SURVEYS, PAGE 54 AND LAND CORNER RECORD RECORDED UNDER AUDITOR'S ALE NUMBER 431508, RECORDS OF SAID COUNTY;

THENCE SOUTH 39° 18' 00" WEST 403.66 FEET;

THENCE SOUTH 40° 35' 00" WEST 162.10 FEET;

THENCE SOUTH 38° 50' 00" WEST 263.80 FEET;

THENCE SOUTH 40° 45' 00" WEST 95.20 FEET;

THENCE SOUTH 42° 06' 00" WEST 266.80 FEET;

THENCE SOUTH 39° 04' 00" WEST 81.18 FEET;

THENCE SOUTHWESTERLY ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 395.00 FEET, A CENTRAL ANGLE OF 23°12'00" FOR AN ARC DISTANCE OF 159.94 FEET;

THENCE SOUTH 62° 16' 00" WEST 86.24 FEET;

THENCE SOUTHWESTERLY ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 867.00 FEET, A CENTRAL ANGLE OF 3°59'16" FOR AN ARC DISTANCE OF 60.34 FEET TO THE APPROXIMATE EASTERLY BOUNDARY OF RIGHT-OF-WAY CONVEYED TO CLALLAM COUNTY PER AUDITOR'S FILE NUMBER 665067, RECORDS OF SAID COUNTY;

THENCE CONTINUING SOUTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 5°36'44" FOR AN ARC DISTANCE OF 84.92 FEET;

THENCE SOUTH 52° 40' 00 "WEST 209.58 FEET;

THENCE SOUTH 51° 25' 00" WEST 65.65 FEET TO THE APPROXIMATE WESTERLY BOUNDARY OF SAID RIGHT-OF-WAY;

THENCE CONTINUING SOUTH 51° 25' 00" WEST 175.55 FEET;

THENCE SOUTH 50° 59' 00" WEST 316.20 FEET;

THENCE SOUTH 52° 42' 00" WEST 157 .52 FEET;

THENCE SOUTHWESTERLY ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 678.00 FEET, A CENTRAL ANGLE OF 19°42'00" FOR AN ARC DISTANCE OF 233.12 FEET;

THENCE SOUTH 72° 24' 00" WEST 143.35 FEET;

THENCE SOUTHWESTERLY ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 360.00 FEET, A CENTRAL ANGLE OF 36°57'00" FOR AN ARC DISTANCE OF 232.16 FEET;

THENCE SOUTH 35° 27' 00" WEST 7.84 FEET;

THENCE SOUTHWESTERLY ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 1246.00 FEET, A CENTRAL ANGLE OF 12°39'00" FOR AN ARC DISTANCE OF 275.10 FEET;

THENCE SOUTH 48° 06' 00" WEST 26.15 FEET;

THENCE SOUTHWESTERLY ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 2221.99 FEET, A CENTRAL ANGLE OF 4°22'00" FOR AN ARC DISTANCE OF 169.34 FEET;

THENCE SOUTH 43° 44' 00" WEST 43.90 FEET;

THENCE SOUTHWESTERLY ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 1213.01 FEET, A CENTRAL ANGLE OF 4°31'00" FOR AN ARC DISTANCE OF 95.62 FEET;

THENCE SOUTH 48° 15' 00" WEST 43.89 FEET;

THENCE SOUTHWESTERLY ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 1156.00 FEET, A CENTRAL ANGLE OF 17°51'00" FOR AN ARC DISTANCE OF 360.14 FEET;

THENCE SOUTH 30° 24' 00" WEST 33.27 FEET;

THENCE SOUTHWESTERLY ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 509.79 FEET, A CENTRAL ANGLE OF 21 °40'45" FOR AN ARC DISTANCE OF 192.89 FEET TO THE CENTERLINE OF THE RIGHT-OF-WAY CONVEYED TO CLALLAM COUNTY PER AUDITOR'S FILE NUMBER 2001-1059988, RECORDS OF SAID COUNTY;

THENCE ALONG SAID CENTERLINE SOUTH 52° 04' 45" WEST 308.44 FEET;

THENCE CONTINUING SOUTHWESTERLY ALONG SAID CENTERLINE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 500.00 FEET, A CENTRAL ANGLE OF 17°31'11" FOR AN ARC DISTANCE OF 152.89 FEET;

THENCE CONTINUING ALONG SAID CENTERLINE SOUTH 34° 33' 34" WEST 225.04 FEET;

THENCE CONTINUING SOUTHWESTERLY ALONG SAID CENTERLINE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 400.00 FEET, A CENTRAL ANGLE OF 13°09'15" FOR AN ARC DISTANCE OF 91.83 FEET;

THENCE CONTINUING ALONG SAID CENTERLINE SOUTH 47° 42' 49" WEST 204.87 FEET;

THENCE CONTINUING SOUTHWESTERLY AND SOUTHERLY ALONG SAID CENTERLINE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 650.00 FEET, A CENTRAL ANGLE OF 59°23'34" FOR AN ARC DISTANCE OF 673.79 FEET;

THENCE CONTINUING ALONG SAID CENTERLINE SOUTH 11° 40' 45" EAST 303.23 FEET;

THENCE CONTINUING SOUTHERLY ALONG SAID CENTERLINE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 400.00 FEET, A CENTRAL ANGLE OF 21°11'01" FOR AN ARC DISTANCE OF 147.89 FEET;

THENCE CONTINUING ALONG SAID CENTERLINE SOUTH 9° 30' 16" WEST 179.26 FEET TO THE SOUTHERLY TERMINUS OF SAID CENTERLINE. SAID POINT BEARS NORTH 39° 39' 12" EAST 10,891.73 FEET FROM A 3-INCH BRASS CAP "STAMPED T31N R14W SE 1/16 512 1998 LS 29269" MARKING THE SOUTHEAST SIXTEENTH CORNER OF SECTION 12, TOWNSHIP 31 NORTH, RANGE 14 WEST SET PER BOOK 39 OF SURVEYS, PAGE 82, RECORDS OF SAID COUNTY;

THENCE SOUTHERLY ALONG SAID AS-BUILT BEST FIT CENTERLINE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 383.87 FEET, A CENTRAL ANGLE OF 13°43'16" FOR AN ARC DISTANCE OF 91.93 FEET;

THENCE SOUTH 4° 13' 00" EAST 78.17 FEET;

THENCE SOUTHERLY ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 1512.01 FEET, A CENTRAL ANGLE OF 4°08'00" FOR AN ARC DISTANCE OF 109.08 FEET;

THENCE SOUTH 0° 05' 00" EAST 116.47 FEET

THENCE SOUTHERLY ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 1480.00 FEET, A CENTRAL ANGLE OF 9°53'00" FOR AN ARC DISTANCE OF 255.30 FEET;

THENCE SOUTH 9° 58' 00" EAST 145.91 FEET TO THE TERMINUS OF THIS CENTERLINE DESCRIPTION.

SAID TERMINUS POINT BEARS NORTH 42° 41' 19" EAST 10,329.93 FEET FROM THE MONUMENT MARKING THE SOUTHEAST SIXTEENTH CORNER OF SECTION 12 AS DESCRIBED ABOVE AND SOUTH 64° 07' 04" E WEST 29,993.26 FROM THE NATIONAL GEODETIC SURVEY MONUMENT "K473 RESET" AS DESCRIBED ABOVE.

BEARINGS AND DISTANCES CITED HEREIN ARE BASED UPON THE WASHINGTON COORDINATE SYSTEM GRID, NORTH ZONE, NORTH AMERICAN DATUM OF 1983, 1991 ADJUSTMENT, (NAD83/91).

ALL DISTANCES CITED HEREIN HAVE BEEN REDUCED BY AN AVERAGE COMBINED SCALE AND ELEVATION FACTOR. THE AVERAGE SCALE FACTOR IS 0.99994443. THE AVERAGE ELEVATION FACTOR IS 0.99999685. THE COMBINED FACTOR IS 0.99994128. TO OBTAIN GROUND DISTANCES MULTIPLY MEASURED DISTANCES SHOWN HEREON BY 1.00005872.

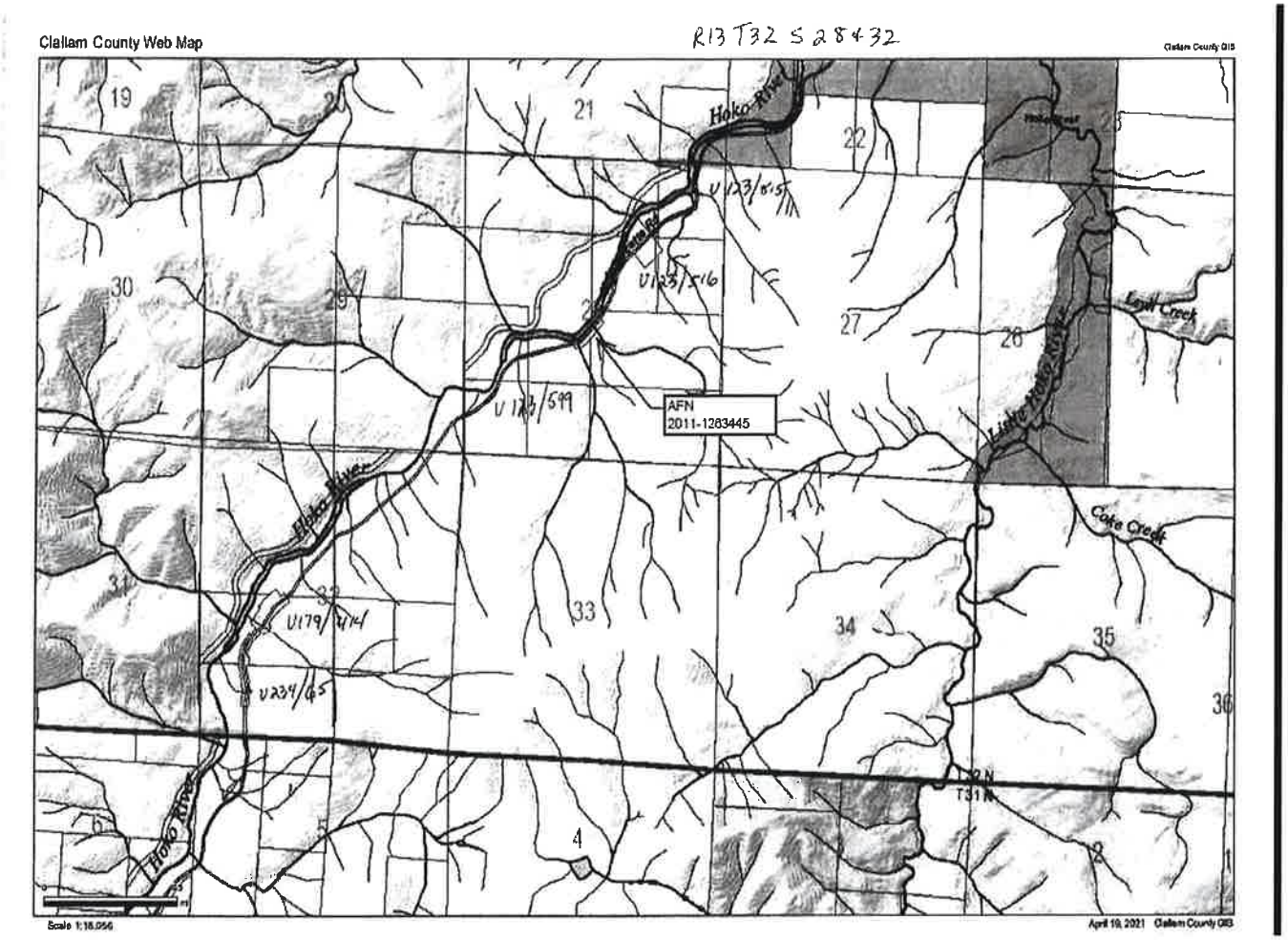

Clallam County Web Map
R13 T32 S 28 & 32
Clallam County GIS
Hoko River
Lyre River
Lyre Creek
Coke Creek
AFN
2011-1283445
U123/515
U123/516
U123/599
U179/514
U234/65
19
20
21
22
23
30
29
28
27
31
32
33
34
35
36
6
5
4
3
2
1
8
T32N
T31N
Scale 1:18,056
April 19, 2021 Clallam County GIS

EXHIBIT B

Deed Form

WHEN RECORDED RETURN TO
Clallam County Public Works Department Road Division

STATUTORY BARGAIN AND SALE DEED

Olympic Timber, LLC, a Delaware limited liability company ("**Grantor**"), located at c/o Campbell Global, LLC, 1300 SW Fifth Ave., Suite 3200, Portland, OR 97201, for good and valuable consideration, bargains, sells and conveys to Clallam County, a political subdivision of the State of Washington, by and through its Road Department ("**Grantee**"), located at 223 E. 4th Street, Port Angeles, WA 98362, the following described real estate, together with all after acquired title of the Grantor therein, situate in the County of Clallam, State of Washington, to the same extent and purpose as if the rights herein conveyed had been acquired under Eminent Domain statutes of the State of Washington:

A strip of land for 30 feet on either side of the attached **Exhibit A** centerline description for County Right of Way purposes except for (i) the real property transferred under the following Clallam County Auditor's File Numbers: 2001-1059988; Vol. 951, Page 188; 2011-1263445; Vol. 179, Page 414; Vol. 123, Page 515; Vol. 123, Page 516; Vol. 123, Page 599, and (ii) the real property depicted and described as "Ozette Road" in Clallam County Survey Book 7, Page 71.

By its acceptance of this conveyance, the Grantee agrees that it will perpetually maintain the Hoko-Ozette Road covered by this conveyance at its sole cost and expense as a functional, paved right of way adequate for year-round vehicular use.

[Remainder of this page intentionally left blank]

Dated March __, 2022

GRANTOR:

OLYMPIC TIMBER, LLC, a Delaware limited liability company

By: Campbell Global, LLC, a Delaware limited liability company, its Manager

By: _____

Name: _____
Title: _____

STATE OF OREGON)
) ss
COUNTY OF MULTNOMAH)

On this ___ day of March, 2022, before me, the undersigned, a Notary Public in and for the State of Oregon, duly commission and sworn, appeared _____, to me known to be the _____, of Campbell Global, LLC, the Delaware limited liability company that is the manager of Olympic Timber, LLC, the Delaware limited liability company that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said limited liability company, for the uses and purposes therein mentioned, and on oath states that he/she was authorized to execute the said instrument on behalf of the limited liability company.

Witness my hand and official seal hereto affixed the day and year first above written.
_____ Notary Public in and for the State of Oregon
Residing at _____
My appointment expires: _____

This conveyance is approved as to form and content and accepted by the Clallam County, a political subdivision of the State of Washington, by and through its Road Department this ___ day of March, 2022.

GRANTEE:

CLALLAM COUNTY, a political subdivision of the State of Washington, by and through its Road Department

By: _____

Name: _____
Title: _____

STATE OF WASHINGTON)
) ss.
COUNTY OF CLALLAM)

On this ___ day of March, 2022, before me, the undersigned, a Notary Public in and for the State of Washington, duly commission and sworn, appeared _____, to me known to be the _____, of Clallam County, a political subdivision of the State of Washington, by and through its Road Department, who executed the within and foregoing instrument on behalf of the Clallam County, and acknowledged the said instrument to be the free and voluntary act and deed of Clallam County, for the uses and purposes therein mentioned, and on oath states that he/she was authorized to execute the said instrument on behalf of Clallam County.

Witness my hand and official seal hereto affixed the day and year first above written.
_____ Notary Public in and for the State of Washington
Residing at _____
My appointment expires: _____

EXHIBIT "A"

DESCRIPTION OF AS-BUILT BEST FIT CENTERLINE OF HOKO-OZETTE ROAD WITHIN PORTIONS OF SECTIONS 28, 29 AND 32, TOWNSHIP 32 NORTH, RANGE 13 WEST, WILLAMETTE MERIDIAN, CLALLAM COUNTY, WASHINGTON.

COMMENCING AT A 3-INCH BRASS CAP MARKING THE CORNER OF SECTIONS 21, 22, 27 AND 28 OF TOWNSHIP 32 NORTH, RANGE 13 WEST, WILLAMETTE MERIDIAN, CLALLAM COUNTY, WASHINGTON AS DESCRIBED AND SHOWN ON BOOK 25 OF SURVEYS, PAGE 54 AND LAND CORNER RECORD RECORDER UNDER AUDITOR'S FILE NUMBER 505801, RECORDS OF COUNTY;

THENCE NORTH 70° 45' 51" WEST 501.55 FEET TO THE POINT OF BEGINNING OF THIS CENTERLINE DESCRIPTION. SAID POINT BEARS SOUTH 81° 18' 14" WEST 18,154.67 FEET FROM A 3 1/2-INCH BRASS CAP STAMPED "K473 RESET NATIONAL GEODETIC SURVEY" AS SHOWN ON AND DESCRIBED IN BOOK 38 OF SURVEYS, PAGE 84, AUDITOR'S FILE NUMBERS 1998-1003283, 1998-1003284 AND 1998-1003306, RECORDS OF SAID COUNTY.

THENCE ALONG SAID AS-BUILT BEST FIT CENTERLINE SOUTH 16° 59' 00" WEST 210.50 FEET;

THENCE SOUTH 19° 51' 00" WEST 161.60 FEET;

THENCE SOUTHERLY ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 331.00 FEET, A CENTRAL ANGLE OF 33°10'00" FOR AN ARC DISTANCE OF 191.61 FEET;

THENCE SOUTH 13° 19' 00" EAST 72.07 FEET;

THENCE SOUTHERLY ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 330.00 FEET, A CENTRAL ANGLE OF 34°08'20" FOR AN ARC DISTANCE OF 196.63 FEET TO THE BEGINNING OF A COMPOUND CURVE;

THENCE SOUTHWESTERLY ALONG SAID COMPOUND CURVE TO THE RIGHT HAVING A RADIUS OF 254.00 FEET, A CENTRAL ANGLE OF 48°40'40" FOR AN ARC DISTANCE OF 215.80 FEET;

THENCE SOUTH 69° 30' 00" WEST 286.31 FEET;

THENCE SOUTHWESTERLY ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 943.00 FEET, A CENTRAL ANGLE OF 21 °40'13" FOR AN ARC DISTANCE OF 356.66 FEET;

THENCE SOUTH 47° 49' 47" WEST 201.41 FEET TO THE MIDPOINT BETWEEN THE MOST EASTERLY CORNER OF THE RYAN PARCEL AND THE MOST NORTHERLY CORNER OF THE BROWN PARCEL, BOTH MONUMENTED WITH A 1/2-INCH REBAR

WITH A SURVEYOR'S PLASTIC IDENTIFICATION CAP STAMPED "DUNN LS 8709" SET PER BOOK 7 OF SURVEYS, PAGE 71, RECORDS OF SAID COUNTY;

THENCE CONTINUING SOUTH 47° 49' 47" WEST 464.00 FEET TO A THE MIDPOINT BETWEEN A POINT ON THE SOUTH BOUNDARY OF SAID RYAN PARCEL AND THE MOST WESTERLY CORNER OF SAID BROWN PARCEL MONUMENTED WITH SIMILAR MONUMENTS AS SHOWN ON SAID SURVEY;

THENCE SOUTH 47° 49' 53" WEST 149.74 FEET;

THENCE SOUTHWESTERLY ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 850.00 FEET, A CENTRAL ANGLE OF 38°13'53" FOR AN ARC DISTANCE OF 567.17 FEET;

THENCE SOUTH 9° 36' 00" WEST 39.73 FEET;

THENCE SOUTHWESTERLY ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 464.00 FEET, A CENTRAL ANGLE OF 20°41'00" FOR AN ARC DISTANCE OF 167.50 FEET;

THENCE SOUTH 30° 17' 00" WEST 143.83 FEET;

THENCE SOUTH 26° 15' 00" WEST 100.79 FEET;

THENCE SOUTHWESTERLY ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 569.00 FEET, A CENTRAL ANGLE OF 15°04'39" FOR AN ARC DISTANCE OF 149.73 FEET;

THENCE SOUTH 41° 19' 39" WEST 10.38 FEET TO THE EASTERLY LIMITS OF THE RIGHT-OF-WAY CONVEYED PER AUDITOR'S FILE NUMBER 2011-1263445, RECORDS OF SAID COUNTY;

THENCE ALONG THE CENTERLINE OF SAID RIGHT-OF-WAY AS CONVEYED SOUTH 41° 19' 39" WEST 194.82 FEET;

THENCE CONTINUING SOUTHWESTERLY ALONG SAID CENTERLINE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 1000.51 FEET, A CENTRAL ANGLE OF 3°27'11" FOR AN ARC DISTANCE OF 60.30 FEET;

THENCE CONTINUING ALONG SAID CENTERLINE SOUTH 44° 46' 50" WEST 233.27 FEET;

THENCE CONTINUING SOUTHWESTERLY ALONG SAID CENTERLINE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 200.00 FEET, A CENTRAL ANGLE OF 31 °46'36" FOR AN ARC DISTANCE OF 110.92 FEET;

THENCE CONTINUING ALONG SAID CENTERLINE SOUTH 76° 33' 26" WEST 119.95 FEET TO THE WESTERLY LIMITS OF SAID RIGHT-OF-WAY;

THENCE ALONG SAID AS-BUILT BEST FIT CENTERLINE SOUTH 76° 54' 00" WEST 797.40 FEET;

THENCE SOUTH 78° 09' 00" WEST 320.40 FEET TO A POINT THAT BEARS NORTH 18° 21' 10" WEST 432.34 FEET FROM A 5/8-INCH REBAR WITH SURVEYOR'S PLASTIC IDENTIFICATION CAP STAMPED "PLS 27129" MARKING THE SOUTHWEST SIXTEENTH CORNER OF SECTION 28 SET PER BOOK 25 OF SURVEYS, PAGE 54, RECORDS OF SAID COUNTY;

THENCE SOUTHWESTERLY ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 441.00 FEET, A CENTRAL ANGLE OF 31 °58'00" FOR AN ARC DISTANCE OF 246.04 FEET;

THENCE SOUTH 46° 11' 00" WEST 125.87 FEET;

THENCE SOUTHWESTERLY ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 390.00 FEET, A CENTRAL ANGLE OF 23°48'00" FOR AN ARC DISTANCE OF 162.00 FEET;

THENCE SOUTH 22° 23' 00" WEST 166.19 FEET;

THENCE SOUTHWESTERLY ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 610.00 FEET, A CENTRAL ANGLE OF 34°39'00" FOR AN ARC DISTANCE OF 368.90 FEET;

THENCE SOUTH 57° 02' 00" WEST 282.70 FEET;

THENCE SOUTHWESTERLY ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 583.00 FEET, A CENTRAL ANGLE OF 17°33'00" FOR AN ARC DISTANCE OF 178.58 FEET;

THENCE SOUTH 74° 35' 00" WEST 95.83 FEET;

THENCE SOUTHWESTERLY ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 416.00 FEET, A CENTRAL ANGLE OF 35°17'00" FOR AN ARC DISTANCE OF 256.18 FEET. SAID POINT BEARS NORTH 25° 27' 57" WEST 550.19 FEET FROM A 3-INCH BRASS CAP MARKING THE CORNER OF SECTIONS 28, 29, 32 AND 33 AS DESCRIBED ON BOOK 25 OF SURVEYS, PAGE 54 AND LAND CORNER RECORD RECORDED UNDER AUDITOR'S ALE NUMBER 431508, RECORDS OF SAID COUNTY;

THENCE SOUTH 39° 18' 00" WEST 403.66 FEET;

THENCE SOUTH 40° 35' 00" WEST 162.10 FEET;

THENCE SOUTH 38° 50' 00" WEST 263.80 FEET;

THENCE SOUTH 40° 45' 00" WEST 95.20 FEET;

THENCE SOUTH 42° 06' 00" WEST 266.80 FEET;

THENCE SOUTH 39° 04' 00" WEST 81.18 FEET;

THENCE SOUTHWESTERLY ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 395.00 FEET, A CENTRAL ANGLE OF 23°12'00" FOR AN ARC DISTANCE OF 159.94 FEET;

THENCE SOUTH 62° 16' 00" WEST 86.24 FEET;

THENCE SOUTHWESTERLY ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 867.00 FEET, A CENTRAL ANGLE OF 3°59'16" FOR AN ARC DISTANCE OF 60.34 FEET TO THE APPROXIMATE EASTERLY BOUNDARY OF RIGHT-OF-WAY CONVEYED TO CLALLAM COUNTY PER AUDITOR'S FILE NUMBER 665067, RECORDS OF SAID COUNTY;

THENCE CONTINUING SOUTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 5°36'44" FOR AN ARC DISTANCE OF 84.92 FEET;

THENCE SOUTH 52° 40' 00 "WEST 209.58 FEET;

THENCE SOUTH 51° 25' 00" WEST 65.65 FEET TO THE APPROXIMATE WESTERLY BOUNDARY OF SAID RIGHT-OF-WAY;

THENCE CONTINUING SOUTH 51° 25' 00" WEST 175.55 FEET;

THENCE SOUTH 50° 59' 00" WEST 316.20 FEET;

THENCE SOUTH 52° 42' 00" WEST 157 .52 FEET;

THENCE SOUTHWESTERLY ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 678.00 FEET, A CENTRAL ANGLE OF 19°42'00" FOR AN ARC DISTANCE OF 233.12 FEET;

THENCE SOUTH 72° 24' 00" WEST 143.35 FEET;

THENCE SOUTHWESTERLY ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 360.00 FEET, A CENTRAL ANGLE OF 36°57'00" FOR AN ARC DISTANCE OF 232.16 FEET;

THENCE SOUTH 35° 27' 00" WEST 7.84 FEET;

THENCE SOUTHWESTERLY ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 1246.00 FEET, A CENTRAL ANGLE OF 12°39'00" FOR AN ARC DISTANCE OF 275.10 FEET;

THENCE SOUTH 48° 06' 00" WEST 26.15 FEET;

THENCE SOUTHWESTERLY ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 2221.99 FEET, A CENTRAL ANGLE OF 4°22'00" FOR AN ARC DISTANCE OF 169.34 FEET;

THENCE SOUTH 43° 44' 00" WEST 43.90 FEET;

THENCE SOUTHWESTERLY ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 1213.01 FEET, A CENTRAL ANGLE OF 4°31'00" FOR AN ARC DISTANCE OF 95.62 FEET;

THENCE SOUTH 48° 15' 00" WEST 43.89 FEET;

THENCE SOUTHWESTERLY ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 1156.00 FEET, A CENTRAL ANGLE OF 17°51'00" FOR AN ARC DISTANCE OF 360.14 FEET;

THENCE SOUTH 30° 24' 00" WEST 33.27 FEET;

THENCE SOUTHWESTERLY ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 509.79 FEET, A CENTRAL ANGLE OF 21 °40'45" FOR AN ARC DISTANCE OF 192.89 FEET TO THE CENTERLINE OF THE RIGHT-OF-WAY CONVEYED TO CLALLAM COUNTY PER AUDITOR'S FILE NUMBER 2001-1059988, RECORDS OF SAID COUNTY;

THENCE ALONG SAID CENTERLINE SOUTH 52° 04' 45" WEST 308.44 FEET;

THENCE CONTINUING SOUTHWESTERLY ALONG SAID CENTERLINE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 500.00 FEET, A CENTRAL ANGLE OF 17°31'11" FOR AN ARC DISTANCE OF 152.89 FEET;

THENCE CONTINUING ALONG SAID CENTERLINE SOUTH 34° 33' 34" WEST 225.04 FEET;

THENCE CONTINUING SOUTHWESTERLY ALONG SAID CENTERLINE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 400.00 FEET, A CENTRAL ANGLE OF 13°09'15" FOR AN ARC DISTANCE OF 91.83 FEET;

THENCE CONTINUING ALONG SAID CENTERLINE SOUTH 47° 42' 49" WEST 204.87 FEET;

5 – STATUTORY BARGAIN AND SALE DEED
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THENCE CONTINUING SOUTHWESTERLY AND SOUTHERLY ALONG SAID CENTERLINE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 650.00 FEET, A CENTRAL ANGLE OF 59°23'34" FOR AN ARC DISTANCE OF 673.79 FEET;

THENCE CONTINUING ALONG SAID CENTERLINE SOUTH 11° 40' 45" EAST 303.23 FEET;

THENCE CONTINUING SOUTHERLY ALONG SAID CENTERLINE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 400.00 FEET, A CENTRAL ANGLE OF 21°11'01" FOR AN ARC DISTANCE OF 147.89 FEET;

THENCE CONTINUING ALONG SAID CENTERLINE SOUTH 9° 30' 16" WEST 179.26 FEET TO THE SOUTHERLY TERMINUS OF SAID CENTERLINE. SAID POINT BEARS NORTH 39° 39' 12" EAST 10,891.73 FEET FROM A 3-INCH BRASS CAP "STAMPED T31N R14W SE 1/16 512 1998 LS 29269" MARKING THE SOUTHEAST SIXTEENTH CORNER OF SECTION 12, TOWNSHIP 31 NORTH, RANGE 14 WEST SET PER BOOK 39 OF SURVEYS, PAGE 82, RECORDS OF SAID COUNTY;

THENCE SOUTHERLY ALONG SAID AS-BUILT BEST FIT CENTERLINE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 383.87 FEET, A CENTRAL ANGLE OF 13°43'16" FOR AN ARC DISTANCE OF 91.93 FEET;

THENCE SOUTH 4° 13' 00" EAST 78.17 FEET;

THENCE SOUTHERLY ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 1512.01 FEET, A CENTRAL ANGLE OF 4°08'00" FOR AN ARC DISTANCE OF 109.08 FEET;

THENCE SOUTH 0° 05' 00" EAST 116.47 FEET

THENCE SOUTHERLY ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 1480.00 FEET, A CENTRAL ANGLE OF 9°53'00" FOR AN ARC DISTANCE OF 255.30 FEET;

THENCE SOUTH 9° 58' 00" EAST 145.91 FEET TO THE TERMINUS OF THIS CENTERLINE DESCRIPTION.

SAID TERMINUS POINT BEARS NORTH 42° 41' 19" EAST 10,329.93 FEET FROM THE MONUMENT MARKING THE SOUTHEAST SIXTEENTH CORNER OF SECTION 12 AS DESCRIBED ABOVE AND SOUTH 64° 07' 04" E WEST 29,993.26 FROM THE NATIONAL GEODETIC SURVEY MONUMENT "K473 RESET" AS DESCRIBED ABOVE.

BEARINGS AND DISTANCES CITED HEREIN ARE BASED UPON THE WASHINGTON COORDINATE SYSTEM GRID, NORTH ZONE, NORTH AMERICAN DATUM OF 1983, 1991 ADJUSTMENT, (NAD83/91).

ALL DISTANCES CITED HEREIN HAVE BEEN REDUCED BY AN AVERAGE COMBINED SCALE AND ELEVATION FACTOR. THE AVERAGE SCALE FACTOR IS 0.99994443. THE AVERAGE ELEVATION FACTOR IS 0.99999685. THE COMBINED FACTOR IS 0.99994128. TO OBTAIN GROUND DISTANCES MULTIPLY MEASURED DISTANCES SHOWN HEREON BY 1.00005872.



DATE: 11-11-2021

7 – STATUTORY BARGAIN AND SALE DEED
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WHEN RECORDED RETURN TO
Clallam County Public Works Department Road Division

STATUTORY BARGAIN AND SALE DEED

Olympic Timber, LLC, a Delaware limited liability company ("**Grantor**"), located at c/o Campbell Global, LLC, 1300 SW Fifth Ave., Suite 3200, Portland, OR 97201, for good and valuable consideration, bargains, sells and conveys to Clallam County, a political subdivision of the State of Washington, by and through its Road Department ("**Grantee**"), located at 223 E. 4th Street, Port Angeles, WA 98362, the following described real estate, together with all after acquired title of the Grantor therein, situate in the County of Clallam, State of Washington, to the same extent and purpose as if the rights herein conveyed had been acquired under Eminent Domain statutes of the State of Washington:

A strip of land for 30 feet on either side of the attached **Exhibit A** centerline description for County Right of Way purposes except for (i) the real property transferred under the following Clallam County Auditor's File Numbers: 2001-1059988; Vol. 951, Page 188; 2011-1263445; Vol. 179, Page 414; Vol. 123, Page 515; Vol. 123, Page 516; Vol. 123, Page 599, and (ii) the real property depicted and described as "Ozette Road" in Clallam County Survey Book 7, Page 71.

By its acceptance of this conveyance, the Grantee agrees that it will perpetually maintain the Hoko-Ozette Road covered by this conveyance at its sole cost and expense as a functional, paved right of way adequate for year-round vehicular use.

[Remainder of this page intentionally left blank]

Dated March 11, 2022

GRANTOR:

OLYMPIC TIMBER, LLC, a Delaware limited liability company

By: Campbell Global, LLC, a Delaware limited liability company, its Manager

By: _____

Name: John Gilleland

Title: CEO

STATE OF OREGON)
) ss
COUNTY OF MULTNOMAH)

On this 11 day of March, 2022, before me, the undersigned, a Notary Public in and for the State of Oregon, duly commission and sworn, appeared John Gilleland, to me known to be the CEO, of Campbell Global, LLC, the Delaware limited liability company that is the manager of Olympic Timber, LLC, the Delaware limited liability company that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said limited liability company, for the uses and purposes therein mentioned, and on oath states that he/she was authorized to execute the said instrument on behalf of the limited liability company.

Witness my hand and official seal hereto affixed the day and year first above written.

Jill Anderson Notary Public in and for the State of Oregon

Residing at Portland

My appointment expires: 2/18/2025

OFFICIAL STAMP
JILL ELAINE ANDERSON
NOTARY PUBLIC - OREGON
COMMISSION NO. 1008518
MY COMMISSION EXPIRES FEBRUARY 18, 2025

Jill Anderson

This conveyance is approved as to form and content and accepted by the Clallam County, a political subdivision of the State of Washington, by and through its Road Department this ___ day of March, 2022.

GRANTEE:

CLALLAM COUNTY, a political subdivision of the State of Washington, by and through its Road Department

By: _____

Name: _____
Title: _____

STATE OF WASHINGTON)
) ss.
COUNTY OF CLALLAM)

On this ___ day of March, 2022, before me, the undersigned, a Notary Public in and for the State of Washington, duly commission and sworn, appeared _____, to me known to be the _____, of Clallam County, a political subdivision of the State of Washington, by and through its Road Department, who executed the within and foregoing instrument on behalf of the Clallam County, and acknowledged the said instrument to be the free and voluntary act and deed of Clallam County, for the uses and purposes therein mentioned, and on oath states that he/she was authorized to execute the said instrument on behalf of Clallam County.

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THENCE SOUTHWESTERLY ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 395.00 FEET, A CENTRAL ANGLE OF 23°12'00" FOR AN ARC DISTANCE OF 159.94 FEET;

THENCE SOUTH 62° 16' 00" WEST 86.24 FEET;

THENCE SOUTHWESTERLY ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 867.00 FEET, A CENTRAL ANGLE OF 3°59'16" FOR AN ARC DISTANCE OF 60.34 FEET TO THE APPROXIMATE EASTERLY BOUNDARY OF RIGHT-OF-WAY CONVEYED TO CLALLAM COUNTY PER AUDITOR'S FILE NUMBER 665067, RECORDS OF SAID COUNTY;

THENCE CONTINUING SOUTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 5°36'44" FOR AN ARC DISTANCE OF 84.92 FEET;

THENCE SOUTH 52° 40' 00 "WEST 209.58 FEET;

THENCE SOUTH 51° 25' 00" WEST 65.65 FEET TO THE APPROXIMATE WESTERLY BOUNDARY OF SAID RIGHT-OF-WAY;

THENCE CONTINUING SOUTH 51° 25' 00" WEST 175.55 FEET;

THENCE SOUTH 50° 59' 00" WEST 316.20 FEET;

THENCE SOUTH 52° 42' 00" WEST 157 .52 FEET;

THENCE SOUTHWESTERLY ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 678.00 FEET, A CENTRAL ANGLE OF 19°42'00" FOR AN ARC DISTANCE OF 233.12 FEET;

THENCE SOUTH 72° 24' 00" WEST 143.35 FEET;

THENCE SOUTHWESTERLY ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 360.00 FEET, A CENTRAL ANGLE OF 36°57'00" FOR AN ARC DISTANCE OF 232.16 FEET;

THENCE SOUTH 35° 27' 00" WEST 7.84 FEET;

THENCE SOUTHWESTERLY ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 1246.00 FEET, A CENTRAL ANGLE OF 12°39'00" FOR AN ARC DISTANCE OF 275.10 FEET;

THENCE SOUTH 48° 06' 00" WEST 26.15 FEET;

THENCE SOUTHWESTERLY ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 2221.99 FEET, A CENTRAL ANGLE OF 4°22'00" FOR AN ARC DISTANCE OF 169.34 FEET;

THENCE SOUTH 43° 44' 00" WEST 43.90 FEET;

THENCE SOUTHWESTERLY ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 1213.01 FEET, A CENTRAL ANGLE OF 4°31'00" FOR AN ARC DISTANCE OF 95.62 FEET;

THENCE SOUTH 48° 15' 00" WEST 43.89 FEET;

THENCE SOUTHWESTERLY ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 1156.00 FEET, A CENTRAL ANGLE OF 17°51'00" FOR AN ARC DISTANCE OF 360.14 FEET;

THENCE SOUTH 30° 24' 00" WEST 33.27 FEET;

THENCE SOUTHWESTERLY ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 509.79 FEET, A CENTRAL ANGLE OF 21 °40'45" FOR AN ARC DISTANCE OF 192.89 FEET TO THE CENTERLINE OF THE RIGHT-OF-WAY CONVEYED TO CLALLAM COUNTY PER AUDITOR'S FILE NUMBER 2001-1059988, RECORDS OF SAID COUNTY;

THENCE ALONG SAID CENTERLINE SOUTH 52° 04' 45" WEST 308.44 FEET;

THENCE CONTINUING SOUTHWESTERLY ALONG SAID CENTERLINE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 500.00 FEET, A CENTRAL ANGLE OF 17°31'11" FOR AN ARC DISTANCE OF 152.89 FEET;

THENCE CONTINUING ALONG SAID CENTERLINE SOUTH 34° 33' 34" WEST 225.04 FEET;

THENCE CONTINUING SOUTHWESTERLY ALONG SAID CENTERLINE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 400.00 FEET, A CENTRAL ANGLE OF 13°09'15" FOR AN ARC DISTANCE OF 91.83 FEET;

THENCE CONTINUING ALONG SAID CENTERLINE SOUTH 47° 42' 49" WEST 204.87 FEET;

THENCE CONTINUING SOUTHWESTERLY AND SOUTHERLY ALONG SAID CENTERLINE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 650.00 FEET, A CENTRAL ANGLE OF 59°23'34" FOR AN ARC DISTANCE OF 673.79 FEET;

THENCE CONTINUING ALONG SAID CENTERLINE SOUTH 11° 40' 45" EAST 303.23 FEET;

THENCE CONTINUING SOUTHERLY ALONG SAID CENTERLINE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 400.00 FEET, A CENTRAL ANGLE OF 21°11'01" FOR AN ARC DISTANCE OF 147.89 FEET;

THENCE CONTINUING ALONG SAID CENTERLINE SOUTH 9° 30' 16" WEST 179.26 FEET TO THE SOUTHERLY TERMINUS OF SAID CENTERLINE. SAID POINT BEARS NORTH 39° 39' 12" EAST 10,891.73 FEET FROM A 3-INCH BRASS CAP "STAMPED T31N R14W SE 1/16 512 1998 LS 29269" MARKING THE SOUTHEAST SIXTEENTH CORNER OF SECTION 12, TOWNSHIP 31 NORTH, RANGE 14 WEST SET PER BOOK 39 OF SURVEYS, PAGE 82, RECORDS OF SAID COUNTY;

THENCE SOUTHERLY ALONG SAID AS-BUILT BEST FIT CENTERLINE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 383.87 FEET, A CENTRAL ANGLE OF 13°43'16" FOR AN ARC DISTANCE OF 91.93 FEET;

THENCE SOUTH 4° 13' 00" EAST 78.17 FEET;

THENCE SOUTHERLY ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 1512.01 FEET, A CENTRAL ANGLE OF 4°08'00" FOR AN ARC DISTANCE OF 109.08 FEET;

THENCE SOUTH 0° 05' 00" EAST 116.47 FEET

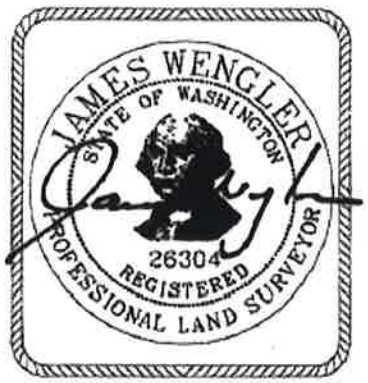
THENCE SOUTHERLY ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 1480.00 FEET, A CENTRAL ANGLE OF 9°53'00" FOR AN ARC DISTANCE OF 255.30 FEET;

THENCE SOUTH 9° 58' 00" EAST 145.91 FEET TO THE TERMINUS OF THIS CENTERLINE DESCRIPTION.

SAID TERMINUS POINT BEARS NORTH 42° 41' 19" EAST 10,329.93 FEET FROM THE MONUMENT MARKING THE SOUTHEAST SIXTEENTH CORNER OF SECTION 12 AS DESCRIBED ABOVE AND SOUTH 64° 07' 04" E WEST 29,993.26 FROM THE NATIONAL GEODETIC SURVEY MONUMENT "K473 RESET" AS DESCRIBED ABOVE.

BEARINGS AND DISTANCES CITED HEREIN ARE BASED UPON THE WASHINGTON COORDINATE SYSTEM GRID, NORTH ZONE, NORTH AMERICAN DATUM OF 1983, 1991 ADJUSTMENT, (NAD83/91).

ALL DISTANCES CITED HEREIN HAVE BEEN REDUCED BY AN AVERAGE COMBINED SCALE AND ELEVATION FACTOR. THE AVERAGE SCALE FACTOR IS 0.99994443. THE AVERAGE ELEVATION FACTOR IS 0.99999685. THE COMBINED FACTOR IS 0.99994128. TO OBTAIN GROUND DISTANCES MULTIPLY MEASURED DISTANCES SHOWN HEREON BY 1.00005872.



DATE: 11-11-2021

AGENDA ITEM SUMMARY

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

11
3/21/22

Department: DCD

WORK SESSION ☒ **Meeting Date: 3.21.2022**

REGULAR AGENDA ☒ **Meeting Date: 3.29.2022**

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: 2022 Roster for Dungeness River Mgt.Team

Documents exempt from public disclosure attached: ☐

Executive summary:
The Dungeness River Management Team roster is available for review and approval. Convened by Clallam County and the Jamestown S'Klallam Tribe, the DRMT has served as watershed council for the Dungeness watershed since 1995.

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 updated roster.

County Official signature & print name: Mary Ellen Winborn

Name of Employee/Stakeholder attending meeting: Cathy Lear

Relevant Departments: DCD

Date submitted: 3.9.2022

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

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

Dungeness River Management Team
Cooperative Management of Our Watershed's Resources
Coordinated by Jamestown S'Klallam Tribe and Clallam County
1033 Old Blyn Highway • Sequim, WA 98382 • (360) 683-1109

March 08, 2022

Upon request by the DRMT, I have reviewed the following membership updates to the Dungeness River Management Team and indicate my approval with my signature.

Date	Organization/Group	DRMT Representative	DRMT Alternate
12/11/2019	Protect the Peninsula's Future	No change (Judy Larson)	Tony Corrado (new)
03/11/2020	North Olympic Land Trust	Mike Auger (replaced Michele Canale)	Michele Canale
02/02/2021	City of Sequim	No change (Ann Soule)	New alternate TBD (Dave Garlington retired
07/08/2021	Clallam Conservation District	Kim Williams (replaced Joe Holtrop)	New alternate TBD
08/17/2021	Olympic Peninsula Audubon Society	No change (Bob Phreaner)	Lance Vail (replaced Pete Walker)
12/08/2021	Clallam County	No change (Cathy Lear)	Rebecca Paradis (replaced Mary Ellen Winborn)
01/12/2022	Estuary/Tidelands Residents	Matt Heins (rejoined after hiatus)	No change (TBD)
02/09/2022	Protect the Peninsula's Future	Tony Corrado (replaced Judy Larson)	Judy Larson
03/08/2022	US Forest Service	Dana Butler (replaced Yewah Lau)	No change (Marc McHenry)

W. Ron Allen, CEO/Tribal Chair
CEO/Tribal Chair
Jamestown S'Klallam Tribe

Mark Ozias
Board of Commissioners
Clallam County

AGENDA ITEM SUMMARY

(Must be submitted NLT 3PM Wednesday for next week agenda) 12 3/21/22

Department:

WORK SESSION ☒ **Meeting Date: March 21, 2022**

REGULAR AGENDA ☒ **Meeting Date: March 29, 2022**

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

Item summary:

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

Documents exempt from public disclosure attached: ☐

Executive summary:
The attached letter to Senator Patty Murray asks her to continue Federal support to fully fund the Northwest Straits (NWS) Marine Conservation Initiative at $3 million per year. The Initiative's leadership and work is critical to the health of our marine resources in our county and others in the Puget Sound region.

The NWS Initiative provides technical assistance, coordination, and base funding to seven County based Marine Resources Committees (MRC) including Clallam County MRC.

The Clallam County Marine Resources Committee works to restore and protect the nearshore environments of Clallam County. The MRC is made up of local volunteers who prioritize and lead restoration, protection, and education projects and work with a variety of federal, state, and local partners. Since 1999, the MRC has brought over $1.4 million in funding to Clallam County, and MRC members have contributed thousands of volunteer hours over the past 20 years to support local projects.

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.

County Official signature & print name: Mary Ellen Winborn, Mary Ellen Winborn

Name of Employee/Stakeholder attending meeting: _Rebecca Mahan _

Relevant Departments: _____

Date submitted:

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

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

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

MARK OZIAS, District 1, Chair
RANDY JOHNSON, District 2
BILL PEACH, District 3

RICH SILL, County Administrator

DRAFT

March 29, 2022

Senator Patty Murray
154 Russell Senate Office Building
Washington DC, 20510

Dear Senator Murray,

We write today to urge you to seek ongoing federal support that fully-funds the Northwest Straits (NWS) Marine Conservation Initiative at $3 million per year. The Initiative's leadership and work is critical to the health of our marine resources in our county, and six others—a majority of counties in the Puget Sound region.

The NWS Initiative provides technical assistance, coordination, and base funding support to seven county-based Marine Resources Committees (MRC), including the Clallam County MRC. The work that MRCs do protects and restores our valuable marine resources and nearshore environment. Our county, like others, faces ongoing pressures from population growth, climate change, and habitat loss, making the contributions of MRCs more important than ever.

MRCs are made up of local volunteers who prioritize and lead restoration, monitoring and education projects and serve as advisory bodies to local elected officials like us. The MRC serves a unique role by convening a diversity of community perspectives from tribal, economic, recreational, and environmental interests to prioritize and initiate consensus-driven work which in our county has included shore bird and marine habitat monitoring, oil spill response training and biotoxin monitoring in shellfish.

Project implementation through our MRC is a cost-effective way of contributing to recovery and protection of marine resources that are important to our county residents and the local economy. Funding and support from the NWS Initiative assures we can maintain this locally driven approach to solving problems in our region.

We appreciate your ongoing commitment to the NWS Initiative and hope that we can count on your help to see that this important work will continue and be adequately funded.

Sincerely,

BOARD OF CLALLAM COUNTY COMMISSIONERS

Mark Ozias, Chair

Randy Johnson

Bill Peach

AGENDA ITEM SUMMARY

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

13
3/21/22

Department: DCD

WORK SESSION ☒ **Meeting Date: 3-21-2022**

REGULAR AGENDA ☒ **Meeting Date: 3-29-2022**

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 current Accessory Housing ordinance was last updated 19 years ago. This update seeks to account for changes in housing needs and preferences within Clallam County as well as clarify design requirements related to accessory housing and there use as vacation rentals, as opposed to needed long term housing. The Planning Commission held a public hearing on November 3, 2021 and voted to forward the ordinance titled "Amending Clallam County Code Title 33.50 Zoning (Accessory Housing)" to the Board of Commissioners on November 17, 2021. The Board may now review the ordinance and vote for adoption.

The ordinance will allow for an exemption from the 50% gross floor area requirement for detached ADUs smaller than 400 sq. ft., allow ADUs to be located on legal parcels 1.5 acres or greater, clarify residency requirements of ADUs in relation to vacation rentals, require ADUs to be within 300 linear feet of primary dwelling, strengthen an existing waiver related to water and sewer requirements, and eliminate provisions for new temporary medical hardship dwellings.

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?)

Vote for approval of Draft ordinance.

County Official signature & print name: MaryEllen Winborn

Name of Employee/Stakeholder attending meeting: Holden A. Fleming, Planner III

Relevant Departments: DCD

Date submitted: 3-15-2022

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

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

Ordinance _____

Amending Clallam County Code Title 33 Zoning (Accessory Housing)

BE IT ORDAINED BY THE BOARD OF CLALLAM COUNTY COMMISSIONERS:

Chapter 33.03, Section 33.03.010, Definitions is amended to read as follows:

For the purpose of this title, certain terms or words herein shall be interpreted as specifically defined in this chapter. All other words in this title shall carry the meanings as specified in the latest edition of Webster's New Collegiate Dictionary. Words or phrases not listed here have neither been amended or repealed by the ordinance codified in this section and remain as currently enacted.

(1) "Accessory apartment" means an accessory housing unit located above the first floor of a multistoried commercial or limited industrial use building.

(2) "Accessory dwelling unit" or "ADU" means a separate dwelling unit, containing habitable space, bathroom(s), and a kitchen, within a single-family dwelling or a separate structure associated with a single-family dwelling which is incidental and subordinate to the primary residential use of the property. Accessory dwelling units are further defined as follows:

(a) *Detached.* Those accessory dwelling units that are lawfully constructed within existing outbuildings, or stand alone, where the ADU does not share a common wall with the primary residential dwelling unit. ADUs that are connected to a primary residential structure only by a covered breezeway or similar appurtenant structure shall be considered detached.

(b) *Attached.* Those accessory dwelling units that share a common wall or floor/ceiling with the primary dwelling unit and do not meet the definition of detached accessory dwelling unit.

(3) "Accessory housing" means an accessory single-family housing unit, the residential use of which remains a clearly incidental and subordinate use to a legally constructed primary single-family dwelling, commercial, or industrial use. "Accessory housing" includes accessory dwelling units, accessory apartments, caretaker apartments, and temporary medical hardship dwellings.

(4) "Accessory use or improvement" means a use or improvement which is necessary for the full use and enjoyment of the main use of the property, is typically associated with the main use, and is subordinate to or incidental to the main use of a parcel and which includes the utilities necessary to serve the accessory use. Accessory uses and improvements are allowed in all zoning districts.

(5) "Administrator" means the Director of the Department of Community Development of Clallam County or his/her designee.

(6) "Affected party" means those parties with standing to bring action on appeals of decisions rendered pursuant to this title and is limited to the following parties:

(a) The applicant or owner of property on which the development is proposed;

(b) Any person entitled to notice of the application pursuant to CCC 33.37.010; or

(c) Any person who deems themselves aggrieved by a decision and who will suffer direct and substantial impacts from the proposal.

(7) "Agriculture" means improvements and activities associated with the raising and harvesting of crops and livestock. "Agriculture" includes ancillary activities, including equipment storage and repair, seasonal employee housing, and temporary on-site retail stands for the sale of agricultural goods.

(8) "Airport, general aviation" means an area of land or water that is used or intended to be used for the landing and taking off of aircraft. General aviation airports are designated by the Federal Aviation Administration (FAA) and may include ancillary structures and facilities that support the public and/or commercial use of the airport, including boarding terminals, air traffic control towers, cargo decks, baggage and ticketing terminals, parking areas, fueling facilities, aircraft storage (hangars), and aircraft servicing and repair facilities.

(9) "Airport, private use" means an area of land or water that is used or intended to be used for the landing and taking off of aircraft. Private use airports are not designated by the Federal Aviation Administration (FAA) as general aviation airports and may include ancillary structures and facilities that support the private, noncommercial recreational use of the airport, including air traffic control towers, parking areas, fueling facilities, aircraft storage (hangars), and aircraft servicing and repair facilities.

(10) "Allowed use" means a use or structure which is allowed outright by this chapter in one or more zones without issuance of a conditional use permit but remains subject to all other development regulations applicable to the proposal.

(11) "Antenna" means any system of wires, poles, rods, reflecting discs, or similar devices used for the transmission or reception of electromagnetic waves external to or attached to the exterior of any building.

(12) "Asphalt plant" means a permanent (longer than three months) installation of an asphalt plant; provided, that the facility complies with all applicable water quality, air quality, and other environmental regulations.

(13) "Bed and breakfast inns" means a single-family dwelling on property occupied by the owner or manager which is constructed or converted partially or entirely into an overnight, short-term boarding house which does not detract from the residential appearance of the structure, and has five or fewer rooms for overnight accommodations.

(14) "Business park" means a commercial or industrial development supporting low-intensity activities compatible with adjoining residential land uses when properly landscaped.

(15) "Caretaker apartment" means an accessory housing unit that is permitted in association with a commercial or industrial use where no residential dwelling exists, and the expressed purpose of the accessory housing unit is to provide housing for an on-site security or operations personnel.

(16) "Cemetery" means land used or intended to be used for the burial of the dead and dedicated for cemetery purposes, including columbariums and mausoleums.

(17) "Child daycare center" means a person or agency that regularly provides care for a group of children for periods of less than 24 hours (RCW 74.15.020).

(18) "Church" means a building or buildings intended for religious worship including ancillary activity and improvements such as religious education, assembly rooms, kitchen, reading room, recreation hall and may include a residence for church staff. This definition does not include schools devoted primarily to nonreligious education.

(19) "Commercial greenhouse or nursery" means a structure (greenhouse) or land (nursery) devoted to the cultivation and wholesale or retail of plants.

(20) "Commercial horse facility" means a facility greater than 2,000 square feet for the commercial boarding, care, training or riding of horses.

(21) "Commercial storage" means a structure, or part thereof, or area used principally for the storage of goods and merchandise.

(22) "Commercial use" means any premises devoted primarily to the wholesaling or retailing of a product or service for the purpose of generating an income.

(23) "Commercial use, neighborhood" means commercial uses whose primary function is to serve a limited geographic market area intending to enhance a neighborhood or limited residential market.

(24) "Commission" means the Clallam County Planning Commission appointed by the Board of Commissioners.

(25) "Communication relay facilities" means telephone, telegraph, television, radio, cables, microwave stations, retransmission improvements, substations and any other communication conveyance. This definition includes commercial broadcast stations, accessory control buildings, and security fencing.

(26) "Comprehensive Plan" means the Clallam County Comprehensive Plan, CCC Title 31.

(27) "Conditional use" means an activity or structure which is permitted in a zoning district through a special permitting process with public input and a determination that the proposed use is consistent with applicable land use regulations and the character of the neighborhood.

(28) "Corner lot" means a lot abutting on and at the intersection of two or more streets.

(29) "County" means Clallam County.

(30) "Density" means the number of dwelling units per gross acre of land, which includes road rights-of-way to the centerline of fronting streets, tidelands, and dedicated open space areas.

(31) "Development right" is defined as the difference between the existing use of a parcel and its potential use as permitted by existing law, i.e., a development right is equal to the unused development potential of a parcel of land. In simplest form, a single development right usually represents the potential to build one dwelling unit.

(32) "Development standards" means a set of requirements establishing parameters to be followed in site and/or building design and development.

(33) "Duplex" means two dwelling units having a common roof.

(34) "Dwelling unit" means any building or any portion thereof which is intended or designed to be used, rented, leased, let or hired out to be occupied for living purposes having independent living facilities for one family including permanent provisions for living, sleeping, eating, cooking, sanitation and including accessory structures and improvements.\

(35) "Easement" means a grant of one or more property rights by the property owner to and/or for a specific or general use by a person or public.

(36) "Family daycare provider" means a child daycare provider who regularly provides child daycare for not more than 12 children in the provider's home in the family living quarters for periods of less than 24 hours (RCW 74.15.020).

(37) "Financial institution" means a building, property or activity, the principal use or purpose of which is the provision of financial services, including but not limited to: banks, facilities for automated teller machines (ATMs), credit unions, savings and loan institutions, stock brokerages and mortgage companies.

(38) "Gas station" means a principal building site and structures for the sale and dispensing of motor fuels or other petroleum products and the sale of convenience retail.

(39) "Grocery store" means a structure devoted primarily to the sale of staple foodstuffs and household commodities.

(40) "Gross floor area," for structures used for commercial or industrial purposes, shall include the sum of the horizontal areas of one or more floors of a building measured from the exterior face of exterior walls or from the centerline of a wall separating two commercial uses but not including interior parking spaces, storage spaces, loading spaces and basements which are not used for human habitation or service to the public. For structures used for residential purposes,

"gross floor area" shall include the sum of the horizontal areas of one or more floors of a building measured from the exterior face of exterior walls but not including garages or exterior storage spaces.

(41) "Group home" means a facility licensed by the State which is located in a single building utilized for the full-time shelter and care of a group of unrelated people. A group home is considered to be a multiple-family dwelling when it is occupied by 17 or more clients. A group home is considered to be a home enterprise when occupied by 16 or fewer clients and when consistent with the standards for a home enterprise.

(42) "Hazardous waste" means:

(a) Any discarded, useless, unwanted, or abandoned nonradioactive substances, including but not limited to certain pesticides or any residues or containers of such substances which are disposed of in such quantities or concentration as to pose a substantial present or potential hazard to human health, wildlife, or the environment because such wastes or constituents or combinations of such wastes have short-lived toxic properties which may cause death, injury, or illness or have nutrogenic, teratogenic or carcinogenic properties; or are corrosive, explosive, flammable, or may generate pressure through decomposition or other means.

(b) Any waste described in subsection (42)(a) of this section which will persist in a hazardous form for several years or more at a disposal site and which in its persistent form presents a significant hazard and may be concentrated by living organisms through a food chain or may affect the genetic makeup of man or wildlife and is highly toxic to man or wildlife; or if disposed of at a disposal site in such quantities as would present an extreme hazard to man or the environment.

(43) "Hazardous waste treatment and storage facility" means a site or facility used to store or treat hazardous waste as defined in subsection (42) of this section.

(44) "Home-based industry" means a revenue generating enterprise which is located on a residential parcel and which generates or involves outdoor activity and/or outdoor storage of equipment or supplies.

(45) "Home enterprise" means a revenue generating enterprise which is conducted entirely within a dwelling and/or inside other legally existing buildings on a residential property and is subordinate to and incidental to the residential use of the dwelling.

(46) "Indoor shooting range" means a facility, commercial, public or private, which provides for recreational shooting and hunter education within a fully enclosed and soundproof structure which is clearly subordinate to the residential use, if applicable, of the property.

(47) "Industrial use" means any premises devoted primarily to the manufacturing of finished or semi-finished products, and the processing of materials. This definition includes accessory facilities such as but not limited to storage facilities, transfer facilities, warehousing, heavy vehicular storage and repair, log storage milling and sorting.

(48) "Kennel" means an establishment which is designed to accommodate the temporary boarding of six or more household pets owned by persons other than the owner of the premises.

(49) "Land use" means an activity on land serving man in some manner.

(50) "Limited industrial use" means those industrial uses which generate minimal amounts of noise, odor, glare, traffic, and other nuisance characteristics.

(51) "Lodges" means any structure accommodating an organization which is operated not-for-profit where entrance to the premises is contingent upon the payment of a monthly or yearly fee.

(52) "Long-term commercial significance" includes (or signals) the growing capacity, productivity, and soil composition of the land for long-term commercial production, in consideration with the land's proximity to population areas, and the possibility of more intense uses of land. Long-term commercial significance means the land is capable of producing the specified natural resources at commercially sustainable levels for at least the 20-year planning period, if adequately conserved. Designated mineral resource lands of long-term commercial significance may have alternative post-mining land uses, as provided by the Surface Mining Reclamation Act, Comprehensive Plan and development regulations, or other laws.(53) "Lot coverage" means the total ground coverage of all buildings or structures on a site measured from the outside of external or supporting walls, but not to include: at-grade, off-street parking lots; deck areas; terraces; swimming pools; pool deck areas; walkways and roadways; and driveways.

(54) "Lot depth" means the horizontal length of a straight line drawn from the midpoint of the front property line of the lot to the midpoint of the rear property line.

(55) "Lot line, front" means the boundary of a lot which is common to a public or private road or access easement. Where the lot abuts two or more roads the lot owner may designate one of the lot lines common to one of the roads as the front lot line at the time the lot is developed.

(56) "Lot line, rear" means the property line of a lot that is most opposite or most distant from the designated front lot line and that does not intersect any front lot line. In the case of a triangular lot, it means a line 10 feet in length within the lot parallel to and at the maximum distance from the front lot line. In the event that the front property is a curved line, then the rear property line shall be assumed to be a line parallel to a line tangent to the front property line at its midpoint. In the case of waterfront property, the rear lot line is that which adjoins the ordinary high water line, unless otherwise designated by the Zoning Administrator.

(57) "Lot line, side" means any lot line that is not a front or rear lot line, or any lot line that intersects a front lot line.

(58) "Lot, parcel, tract" means an ownership of land in which the boundary is defined by a deed recorded in the County Auditor's office and assigned a tax parcel number by the County Assessor; or a lot which has been defined by a survey recorded pursuant to Washington State surveying or platting laws and is assigned a tax parcel number by the County Assessor; or parcels recognized by resolution of the Board of County Commissioners adopted prior to the effective date of this title.

(59) "Lot width" means the horizontal distance between side lot lines measured at right angles to the lot depth line at a point midway between the front and rear property line. If the side property lines are not parallel, the width of the lot shall be the length of a line at right angles to the depth line of the lot at a distance midway from the front and rear lines required for the district in which the lot is located.

(60) "Marijuana processor" means a person licensed by the State Liquor and Cannabis Board to process marijuana into marijuana concentrates, usable marijuana and marijuana-infused products, and package them for sale in retail outlets and at wholesale to marijuana retailers.

(61) "Marijuana producer" means a person licensed by the State Liquor and Cannabis Board to produce and sell marijuana at wholesale to processors and other producers.

(62) "Marijuana retail" means a person licensed by the State Liquor and Cannabis Board to sell marijuana concentrates, usable marijuana, and marijuana-infused products in a retail outlet.

(63) "Master planned resort" means a self-contained and fully integrated planned unit development, in a setting of significant natural amenities, with primary focus on destination resort

facilities consisting of short-term visitor accommodations associated with a range of developed on-site indoor or outdoor recreation facilities.

(64) "Medical hardship" means a physical or mental incapacitation requiring daily care by an on-site caregiver and is attested to, in writing, by a licensed practicing physician in the State of Washington.

(65) "Medical hardship dwelling" means a mobile home or manufactured home, as defined by WAC 296-150M-0020, allowed to provide temporary housing in cases of documented medical hardship.

(66) "Medical service facility" means a licensed medical physician's clinic or outpatient care clinic where overnight accommodations are not provided.

(67) "Mineral extraction" means activities involved in the extraction and processing of minerals from the earth for industrial, commercial, or construction uses, excluding water. For the purpose of this chapter, removal of solid materials from the earth is not deemed mineral extraction until the activity collectively results in more than three acres of land being disturbed or that results in pit walls more than 30 feet high and steeper than one horizontal to one vertical. This definition does not include disturbances greater than three acres of land during any time period if the cumulative area that has not been rehabilitated according to the State's reclamation requirements outlined in Chapter 78.44 RCW is less than three acres. Farming, road construction, mineral exploration testing and site preparation for construction shall not be deemed mineral extraction activities.

(68) "Mineral Resource Land Overlay District" or "MRLOD" means an overlay designation given to the location of a surface mine or proposed surface mine. A surface mine located upon land having the MRLOD designation may operate there without first obtaining a conditional use permit, if one would otherwise be required in the absence of MRLOD designation. Such a surface mine is and remains subject to the regulations listed in Chapter 33.62 CCC and all other applicable development regulations.

(69) "Minimum lot size" means the smallest parcel size upon which a dwelling may be placed or constructed; provided, that roads and open spaces which are dedicated to the public and tidelands shall be excluded when calculating lot size; provided, that lots in the Rural (R1) zoning district may include roads dedicated to the public as part of a land division in the minimum lot size calculation.

(70) "Mini-storage/self-storage" means any real property designed and used for the purpose of renting or leasing individual storage space to occupants for the purpose of storing and removing personal property. A self-service storage facility is not a public warehouse.

(71) "Mixed-use" means development that combines two or more different land uses on the same lot or contiguous lots in the same zone, such as retail uses and residential uses.

(72) "Mobile home park" means a lot or parcel of land occupied by two or more mobile homes on a rent or lease basis, and approved by Clallam County pursuant to County regulations.

(73) "Motel/hotel" means a structure which provides overnight, short-term boarding to transient guests and not defined as a bed and breakfast inn facility.

(74) "Multiple-family dwelling" means a building containing three or more dwelling units.

(75) "Nonconforming use or structure" means a lawful structure or use existing at the time this title or any amendment thereto becomes effective, which does not conform to the requirements of the zone in which it is located.

(76) "Off-street parking" means any space specifically allocated to the parking of motor vehicles that is not located within a public right-of-way, travel lane, service drive, or any easement for public use.

(77) "Outdoor-oriented recreation facilities" means buildings, land alterations, or other facilities which are intended to provide for recreational activity including, but not limited to, campgrounds, boat launching facilities, golf courses and ball fields.

(78) "Outdoor shooting range" means a facility, commercial, public or private, and use, part of which occurs outdoors, which is established for the purpose of recreational shooting and hunter education/training. An "outdoor shooting range" includes the discharge of firearms for any lawful purposes. Accessory uses which directly relate to the use of the site as an outdoor shooting range such as campgrounds and indoor retailing of shooting supplies are included.

(79) "Parking space" means an area set aside for the parking of one motor vehicle.

(80) "Performance standards" means criteria that are established and must be met before a particular use will be permitted. These measures are designed to guide development of property and include, but are not limited to, open space requirements, water and wastewater requirements, buffer zones, screening, size and height limits for buildings, noise, vibration, glare, heat, air or water contaminants, and traffic.

(81) "Permitted use" means an activity or structure which is either allowed in a zone pursuant to this chapter without conditions or formal action by the County, or is identified as a conditional use.

(82) "Person" means a man, woman, firm, association, partnership, political subdivision, government agency, corporation or any other human entity whatsoever.

(83) "Preferred use" means the use that is the most appropriate lawful use for a particular parcel because that use best furthers the public policy behind the zoning or overlay designation applicable to that particular parcel.

(84) "Primary dwelling unit" means a structure consistent with the definition of "single-family dwelling," as set forth in this section; provided, that this definition applies to those single-family residential structures on parcels where an accessory dwelling unit, consistent with the standards of Chapter 33.50 CCC, is also present.

(85) "Primitive campground" means a campground for day use and overnight accommodations by tenters only (no recreational vehicles or tent-trailers). A primitive campground is also an outdoor-oriented recreation use, unless specified in each zoning district.

(86) "Professional office" means a structure accommodating the following professional offices: medical, dental, chiropractic, accounting, consulting, cosmetologist, real estate offices or such other offices of persons required to be licensed by the State of Washington following completion of required training.

(87) "Public building" means a building or improvement which is used or owned by a governmental agency.

(88) "Public improvement" means a facility which is used or owned by a governmental agency.

(89) "Race track" means an area devoted to the racing of motor and nonmotorized vehicles or animals, and all improvements normally associated with racing such as off-street parking, patron seating, concessions, and a fixed race track.

(90) "Restaurant" means a business in which food is prepared and sold for consumption.

(91) "Research facility" means an improvement devoted to or supporting research activities and having minimal nuisance characteristics related to odor, noise, glare and radiation. "Research"

is an activity devoted to the obtaining of knowledge and does not include any product retailing or wholesaling activity. Testing for surface and subsurface minerals is not a research activity.

(92) "Retail use" means a land use devoted primarily to the wholesale and retail sale of a product or service to the general public.

(93) "RV park" means a campground for day use and overnight accommodations by motor homes, travel trailers, truck campers and camping trailers.

(94) "Satellite Bedroom" means habitable space (may include bathroom(s)) that is a separate structure and associated with a single family dwelling. Satellite bedrooms must share water and wastewater disposal systems, when applicable, with the primary residential unit. Satellite Bedrooms do not qualify as vacation rentals or bed and breakfasts.

(954) "Satellite dish antenna" means a round, parabolic antenna intended to receive signals from orbiting satellites and other sources. Noncommercial dish antennas are defined as being less than four meters in diameter. Commercial dish antennas are typically those larger than four meters and typically used by broadcasting stations.

(965) "School" means a building where instruction is given to persons to enhance their knowledge or skills. Buildings where instruction is given primarily on religious matters are not deemed to be schools.

(976) "Setback" means the minimum distance allowed by this chapter between a lot line or the centerline of a street right-of-way and the foundation of any building on the lot; provided, however, that eaves, decks, porches, bay windows, chimneys or other architectural elements may project no more than two feet in any required yard except in instances where such projection would be over or on an easement, which is not allowed; and, provided further, that structures and improvements associated with utilities or roads dependent on location on or near road right-of-way shall be allowed without meeting the setback standards of the Zoning Code.

(987) "Shooting range" means a facility established for the purpose of recreational shooting, including, but not limited to, target and skeet shooting.

(998) "Should," when used in a statement, indicates a preference, recommendation or exhortation rather than a mandate or requirement and is a synonym for "may."

(10099) "Single-family dwelling" means a dwelling unit detached from any other dwelling unit and intended for occupation by one family and including accessory improvements and uses. This definition includes manufactured homes such as mobile homes, modular homes and other homes manufactured in components or as one complete dwelling unit.

(1010) "Storage facility" means a building or fenced open yard used solely for the storage of goods and materials; provided, that automobile wrecking or salvage facilities are excluded from this definition.

(1021) "Street" means any vehicular right-of-way which:

(a) Is an existing State, County or municipal roadway; or

(b) Is a publicly owned easement; or

(c) Is shown upon a plat or short plat or survey approved pursuant to County regulations; or

(d) Is approved by other governmental action. The street shall include all land within the boundaries of the street right-of-way which is improved.

(1032) "Street classifications" means those functional classifications given to streets by the Clallam County Board of Commissioners under the provisions of RCW 36.86.070.

(1043) "Street right-of-way" means a strip of land acquired by reservation, dedication, forced dedication, prescription or condemnation, and intended to be occupied by a street, as specified by

recorded easements, recorded ownership instruments, or dedications accepted by the Board of County Commissioners for public transportation purposes.

(1054) "Tavern" means any establishment with special space and accommodation for sale by the glass and for consumption on the premises of beer and/or wine.

(1065) "Timber harvesting" means improvements and activities associated with the growing and harvesting of trees. Such activity includes land preparation for tree planting, road construction, tree thinning, brush control, log storage and sorting yards, tree nursery facilities, research activity related to timber growing, improvements required for environmental impact mitigation, temporary chipping and barking activity utilizing portable equipment, storage of materials, vehicles and equipment supporting timber growing, harvesting and transportation activities, staging areas and facilities, timber trans-shipment facilities, log scaling facilities, the extraction of gravel and rock necessary to support timber management activity and all other silviculture and associated practices which are recognized by and consistent with the regulations of the Washington State Forest Practices Act of 1974.

(1076) "Timber labor camp" means facilities which are designed to accommodate persons who are employed in timber management activities. Such facilities provide overnight sleeping, waste disposal and one cooking facility to serve the entire facility.

(1087) "Tourist shop" means a facility devoted primarily to the sale of a product or service to the traveling public, including antique or curio shops, crafts, and memorabilia.

(1098) "Transfer of development rights" or "TDR" means an innovative voluntary program in which unused transferable development rights (TDRs) credited by the County to one parcel can be sold and transferred without buying and selling the land. These transferable development rights may be utilized in an urban growth area to increase allowable densities.

(11009) "Unclassified use" means an activity or land use not defined by this title and not listed as an allowed use, a conditional use, or a prohibited use in this title.

(1110) "Urban growth area" means those areas designated by Clallam County pursuant to the policies in the County-wide Planning Policy and the Comprehensive Plan.

(1121) "Urban level of facilities and services" means those services defined as "urban governmental services" with levels of service as defined within the capital facilities element of the Clallam County Comprehensive Plan.

(1132) "Utility" means a fixed, conveyance type improvement serving two or more ownerships. Said improvement conveys power, gas, water, sewage, surface drainage, or communication signals. This definition does not include intercounty or interstate transmission facilities.

(1143) "Vacation rental" means a legally constructed dwelling intended for occupancy of the entire dwelling (not rental of individual rooms) by any person/group other than the primary owner for periods of 30 days or less and is an allowed use in all zoning districts that allow single-family residences. Uninhabitable structures like garages, barns, or sheds shall not be used as vacation rentals. "Vacation rental" does not include a bed and breakfast permitted and operated in accordance with this code.

(1154) "Variance" means an exception from the minimum standards of this chapter allowed by the provisions of Chapter 33.30 CCC.

(1165) "Vehicular repair" means a structure or land use devoted to the repair of motor vehicles and not otherwise defined as a home-based industry.

(1176) "Veterinary clinic" means any building or portion thereof designed or used for the medical care or treatment of cats, dogs, or other animals.

(11~~87~~) "Wholesale commercial use" means establishments or places of business primarily engaged in selling merchandise or services to retailers, industrial customers, institutional agencies, professional business users or to other wholesalers.

(11~~98~~) "Wood manufacturing" means any wood manufacturing premises devoted primarily to the manufacturing of semi-finished products, finished products and the processing of materials. This definition includes accessory facilities such as but not limited to storage facilities, transfer facilities, warehousing, heavy vehicular storage and repair, log storage, milling and sorting.

(120~~19~~) "Wood manufacturing (small-scale)" means any wood manufacturing activity meeting the following criteria: cabinet shops and other wood finishing facilities; all activity takes place indoors; and the structure is less than 5,000 square feet.

(121~~0~~) "Wrecking yard" or "junk yard" means an open area where scrap materials or motor vehicles are bought, sold, exchanged, recycled, stored, disassembled or handled, but which cannot be used again for the purpose for which it was originally intended.

(122~~1~~) "Zone" means a mapped area to which a uniform set of regulations applies. The Clallam County Official Zoning Map describes the extent and boundaries for the zones described within this title.

(123~~2~~) "Zoning" means the process by which a county or municipality legally controls the use of property and physical configuration of development upon tracts of land within its jurisdiction.

Chapter 33.50, Section 33.50.010, Purpose and intent is amended to read as follows:

Clallam County recognizes the benefits that accessory housing can provide as a housing alternative where such benefits consider and are balanced with other community goals. The purpose and intent of this chapter is to:

(1) Ensure that accessory housing remains clearly an incidental and subordinate use to the existing single-family dwelling or business.

(2) Protect the rural and neighborhood character in areas where accessory housing is allowed.

(3) Accommodate unique or special housing needs and circumstances such as caretaker housing.

(4) Increase and diversify available low-income rental housing stock inside the County~~'s designated urban growth areas~~.

(5) Provide for the general convenience of area land owners to accommodate family and guests with independent living quarters.

(6) Allow for accessory apartments above commercial and industrial buildings without consuming valuable commercial and industrial property with residential uses.

(7) Create alternative housing opportunities that promote more efficient use of existing or planned public and private transportation facilities and utilities.

(8) Encourage accessory housing where public and private utilities, transportation facilities, and other facilities already exist.

Chapter 33.50, Section 33.50.020, Applicability is amended to read as follows:

Accessory housing units are allowed land uses in all zones where otherwise consistent with the standards of this chapter and the Clallam County Code. Accessory housing includes accessory dwelling units (ADUs), accessory apartments, and caretaker apartments~~, and medical hardship dwellings~~. Accessory housing which conforms to the standards in this chapter shall not be considered to exceed the allowable density for the lot upon which it is located and shall be

considered a residential use which is consistent with the comprehensive plan and zoning designation for the lot.

Chapter 33.50, Section 33.50.030, General requirements is amended to read as follows:

The requirements listed below apply to all accessory housing:

(1) Certificate of Occupancy. A certificate of occupancy is required to be obtained ~~pursuant to the Uniform Building Code and shall be obtained~~ from the Building Official and posted within the accessory housing unit. The code inspection required to obtain a certificate of occupancy in an existing structure shall be restricted to the portion of the structure to be occupied by the accessory housing unit and shall apply only to new construction, and not the existing components of the primary dwelling.

(2) Structure Type. Accessory housing units shall not be travel trailers, recreational vehicles, buses, truck storage containers, or similar manufactured units which are not originally intended to be used for permanent residences. Structures described under WAC 296-150R-0020 as "temporary living quarters" shall not be permitted or placed under the provisions of this section. If such structures are occupied for a period of ninety (90) or more consecutive calendar days in the same location, such occupation shall be considered a violation of this chapter and subject to enforcement under Clallam County Code.

(3) Water and Wastewater Disposal.

(a) Accessory housing shall be required to utilize the same potable water source as the associated primary residential dwelling, commercial or industrial use.

(b) Accessory housing shall not be permitted unless the Environmental Health Division certifies that the water supply and sewage disposal facilities are adequate for the projected number of bedrooms.

(4) Recording. To ensure continued compliance with owner-occupancy and other ordinance requirements by current, as well as any subsequent owners, a registration of the accessory housing unit in the form of a notice to title shall be filed and recorded with the Clallam County Auditor. The notice to title shall be on a form provided by the Administrator and filled out completely by the applicant prior to filing. The notice to title shall run with the land and serve as notice to all future purchasers/owners of the subject property of the presence of the accessory housing unit and applicable restrictions regarding accessory housing units contained in the Clallam County Code. Proof of registration, in the form of a copy of the filed document, shall be submitted to the Department of Community Development prior to issuance of a certificate of occupancy. Said registration may only be removed upon a demonstration to the Department of Community Development that the accessory housing unit has been lawfully removed from the subject property, or the portion of the subject property containing the accessory housing unit is legally subdivided from the remainder of the property pursuant to CCC Title 29.

(5) Sale or Transfer of Accessory Housing Units. Accessory housing units shall not be sold as separate dwelling lots from the subject property, unless the portion of the subject property containing the accessory housing unit is legally subdivided from the remainder of the property pursuant to CCC Title 29.

(6) Density. There shall be no more than one accessory housing unit allowed per lot.

Chapter 33.50, Section 33.50.040, Additional standards for accessory dwelling units is amended to read as follows:

In addition to the general requirements of CCC 33.50.030, accessory dwelling units shall be subject to the following requirements.

(1) Size.

(a) Size of Detached ADU. Detached ADUs shall not exceed fifty (50) percent of the gross floor area of the primary dwelling unit, nor exceed 1,250 square feet in gross floor area. This requirement shall not apply to any detached ADU 400 square feet or less.

(b) Size of Attached ADU. Attached ADUs shall not exceed thirty-five (35) percent of the gross floor area of the primary dwelling unit.

(2) Density.

(a) The property on which an ADU is to be located must be a legally created parcel.~~comply with the minimum lot size of the underlying zone. Parcels not meeting the minimum lot size may be allowed an attached ADU, but detached ADUs are prohibited.~~

(b) Outside of designated urban growth areas, the property on which a detached ADU is to be located shall be at least 1.5 acres in size. This standard may be waived by the Administrator where it can be demonstrated that the detached ADU will be served by a community water supply and an adequate ~~community~~ sewage disposal system.

(c) Inside areas zoned Agricultural Retention (AR), detached ADUs are prohibited except on lots that are subject to the agricultural retention development standards of CCC 33.07.010(4) to CCC 33.07.010(10), or where the existing parcel is thirty (30) acres or larger is size.

(d) Inside areas zoned Commercial Forest (CF), detached ADUs are prohibited.

(3) Occupancy.

(a) The owner of the parcel shall live either in the primary dwelling or ADU as their primary residence. For the purpose of this standard, "primary~~permanent~~ residence" shall mean occupancy by the underlying property owner for no less than 120 days during a calendar year.

(b) ADUs may be used for occupation by family members, guests, renters, lessees, and estate caretakers/groundskeepers.

(c) Either the primary dwelling or the ADU may be used as a vacation rental, as defined in CCC 33.51, but not both.

(4) Design. ADUs shall be designed so that the appearance of the lot remains that of a single-family residential development through the following standards:

(a) When development abuts or is accessed by a county road, ~~A~~all building entrances shall be located so that only one entrance faces the road frontage of the development.

(b) On-site parking area shall be provided.

(c) Access for vehicle ingress and egress shall share the same legal access onto a public or private road as the primary dwelling unit and no new access shall be established for the ADU.

(d) The primary dwelling and the ADU may be no more than 300 linear feet from each other.

Chapter 33.50, Section 33.50.050, Additional standards for accessory apartments and caretaker apartments in commercial and industrial zones is amended to read as follows:

In addition to the general requirements of CCC 33.50.030, accessory apartments and caretaker apartments shall be subject to the following requirements.

(1) The gross floor area of an accessory or caretaker apartment shall not exceed 1,250 square feet.

(2) In order to ensure accessory apartments do not constitute an encroachment into commercial areas or otherwise compete with commercial or industrial developments for limited commercial or industrially zoned land, accessory apartments shall only be allowed to locate above the first floor of multi-storied commercial or industrial buildings.

(3) Caretaker apartments shall be permitted in commercial or industrial zones.

Chapter 33.50, Section 33.50.060, Additional standards for temporary medical hardship dwellings is amended to read as follows:

~~In addition to the general requirements of CCC 33.50.030, temporary medical hardship dwellings shall be subject to the following requirements.~~

~~(1) The mobile home, manufactured home or the primary single-family dwelling will be occupied by a person who is caring for or being cared for by the person occupying the second dwelling on the same parcel.~~

~~(2) Evidence of the medical hardship shall be documented in writing by a licensed physician practicing in the State of Washington, on a form provided by the County, stating the nature of the medical hardship and verifying that one of the occupants of the temporary hardship dwelling or dwelling specified in subsection (1) of this section requires care by the caregiver living on the parcel due to a documented medical hardship.~~

~~(3) This exception from the single-family dwelling and density standards of the underlying zone does not excuse the applicant from Uniform Building Code, Environmental Health Code, or any other applicable land use or construction regulation. All other applicable permits shall be procured by the applicant prior to construction.~~

~~(4) The mobile home or manufactured home will be removed following termination of the medical hardship within a period not to exceed ninety (90) days from the date the medical hardship terminated, unless the hardship dwelling can be brought into compliance with the requirements of CCC Title 29 (Land Division Code), or the accessory dwelling unit standards of CCC 33.50.040.~~

~~(5) A certificate of occupancy shall be issued by the Clallam County Building Division for the mobile or manufactured home when all applicable requirements and permits have been satisfied. The certificate of occupancy shall be valid for a period not to exceed three (3) years from the date of issue. The applicant shall be allowed the opportunity to renew the certificate of occupancy prior to expiration.~~

~~(6) As a condition of approval for the temporary medical hardship dwelling exception, the applicant must demonstrate to the satisfaction of the Zoning Administrator that suitable living accommodations can not be provided for consistent with the CCC 33.50.040, Accessory dwelling unit standards. Any waiver by the Administrator shall be based on a finding that it is necessary to accommodate the medical hardship. Any waiver shall be the minimum necessary to accommodate the medical hardship.~~

ADOPTED this _____ day of _____2022

BOARD OF CLALLAM COUNTY COMMISSIONERS

_____

Mark Ozias, Chair

ATTEST:

Randy Johnson

Loni Gores, CMC
Clerk of the Board

Bill Peach

DRAFT

CLALLAM COUNTY

ACCESSORY DWELLING UNIT CODE UPDATE

BACKGROUND & HISTORY

- Original ADU code adopted in December of 1995
  - Established 1.5 acre minimum lot size for rural zones
  - Established 1200 sq. ft. minimum SFD size for attached ADUs
  - Established 35% sq. ft. maximum for attached ADUs
  - Established 800 sq. ft. maximum for detached ADUs
- ADU code updated in July of 1996
  - Increased the maximum size of detached ADUs from 800 sq. ft. to 1250 sq. ft.
- Current ADU code adopted in August of 2002
  - Established Purposes & Intent of ADU code
  - Established General Requirements for ADUs
  - Limited Detached ADUs to fifty (50) percent of the gross floor area of the primary dwelling unit
  - Established Occupancy Requirements for ADUs
  - Established Design Criteria for ADUs
  - Established Additional standards for accessory apartments and caretaker apartments in commercial and industrial zones
  - Established Additional standards for temporary medical hardship dwellings

PURPOSE & GOALS OF UPDATE

- Evaluate Current ADU code after 19 years of use
- Account for changes in housing needs and preferences
- Increase access to affordable housing by making obtaining ADUs in Rural Character Conservation zones easier
- Clarify design requirements of ADUs
- Help protect affordable housing stock by modifying occupancy requirements of ADUs.

KEY CODE CHANGES

1. Allow for an Exemption from the 50% gross floor area requirement for ADUs 400 sq. ft. or smaller
2. Eliminate requirement for ADUs to be located on parcels meeting minimum lot size requirements
3. Prevent Vacation Rentals from competing with long term rentals by limiting parcels with an ADU to one Vacation rental
4. Ensure incidental and subordinate use of ADU by requiring ADUs to be within 300 feet of primary dwelling
5. Allow for detached ADUs on parcels below 1.5 acres when community water is utilized and an adequate sewage disposal system can be sited.
6. Eliminate provisions for temporary medical hardship dwellings

RATIONALE FOR CHANGES

1. Clallam County recently began permitting "BLU 392s" as a way meeting affordable housing needs within the county while minimizing potential development impacts. A 400 sq. ft. detached ADU exemption would allow the placement of detached ADUs on parcels that were originally developed with small (less than 800 sq.ft.) primary dwellings allowing these property owners to enjoy the benefits of a detached ADU without having to develop a larger primary dwelling.

RATIONALE FOR CHANGES

2. Under the 2002 ADU ordinance, detached ADUs must be placed on parcels meeting the minimum lot size requirements of the underlying zone. There are many legally created parcels (most notably in the RCC3 & RCC5 zones) that have well over 1.5 acres but have less than the required zone minimums because the lots were created prior to current zoning requirements. By changing the wording of the ADU code requirement to reflect on the parcels legality, we are allowing many parcels that were previously unable to have detached ADUs to have detached ADUs. Example: under current requirements a 8 acre parcel in the RCC5 zone would not be allowed a detached ADU, under the proposed requirements this parcel would support a detached ADU.

RATIONALE FOR CHANGES

3. ADUs serve a vital role in Clallam County's ability to meet affordable housing needs. When an ADU is utilized as a Vacation Rental (short term, less than 30 days) it can no long serve this vital function. When the current ADU code was adopted in 2002 the concept of single family home used as Vacation Rentals was not as ubiquitous in this area as it is now. By limiting parcels to only one vacation rental, this restriction would help ensure that ADUs are being used to meet the long term housing needs of County residents.

RATIONALE FOR CHANGES

4. By requiring detached ADUs to be within 300' of the primary dwelling, this code can help alleviate a portion of the subjectivity built into the phrase "incidental and subordinate". At 300' a primarily dwelling and its ADU can be reasonably assumed to be related with the other design requirements present in the ADU code. Additionally, 300' is enough distance to maintain a level of privacy desirable to property owners seeking an ADU.

RATIONALE FOR CHANGES

5. One of the original goals of the ADU code update was to put Rural Character Conservation zones on even footing with other rural zones. No review has been conducted to access the cumulative impact on density or rural character that would be associated with the reduction of the 1.5 acre requirement outside of UGAs. However, an existing administrative waiver allows for the development of detached ADUs on parcels smaller than 1.5 acres when the parcel is served by community water and sewer. By adjusting the waiver requirement to rely on a parcels ability to support a septic system servicing both the primary dwelling and ADU, we can support smart development in areas already served by community water while preventing changes to the rural character of areas not served by community water systems.

RATIONALE FOR CHANGES

6. Provisions for Temporary Medical Hardships (TMH) were implemented in 2002 and allowed qualifying applicants to avoid the size, density, occupancy, and design requirements of ADUs. As a part of the requirements of a TMH, a certificate of compliance valid for three years would be issued with an option to renew the certificate prior to expiration. The three year gap between issuance and expiration made enforcement of the provisions of the TMH conditions difficult and has lead to confusion related to the structures legality. It has been approximately three years since a TMH has been approved which means that there should be no active TMH at this time…(cont.)

RATIONALE FOR CHANGES

(Cont.)… Changes found within this proposed ADU code update along with county residents ability to request a zoning variance related to the ADU code should adequately address situations that fall outside the typical requirements of the code.

ADDITIONAL JUSTIFICATION

ADUs serve a vital role in supplying Clallam County with affordable rental housing as well as providing a potential income source for owners of ADUs. They are not however a solution to all housing needs. To this point, Clallam County staff has begun utilizing the term "Satellite Bedroom" to refer to bedrooms separate but associated with a single family dwelling. These bedrooms may or may not be served by an en suite bathroom, but always require the support of the primary dwelling for kitchen services. It should be noted that in certain situations were detached ADUs are not allowed, the needs of the property owner may be met through the construction of a satellite bedroom. Satellite bedrooms can not be used as vacation rentals or as a part of bed and breakfast.

KEY REQUIREMENTS NOT CHANGED

1. Structure Type: Accessory housing units shall not be travel trailers, recreational vehicles, buses, truck storage containers, or similar manufactured units which are not originally intended to be used for permanent residences.
2. Owner Occupancy: The owner of the parcel shall live either in the primary dwelling or ADU as their primary residence.

RATIONALE FOR SECTIONS NOT CHANGED

1. Structure Type: The accessory housing code is designed to regulate dwelling units designed for permanent habitation that can be issued certificates of occupancy. 33.03.010(2) defines ADUs as "a separate dwelling unit within a single-family dwelling or a separate structure associated with a single-family dwelling which is incidental and subordinate to the primary residential use of the property." Furthermore, dwelling units are defined as "any building or any portion thereof which is intended or designed to be used, rented, leased, let or hired out to be occupied for living purposes having independent living facilities for one family including permanent provisions for living, sleeping, eating, cooking, sanitation and including accessory structures and improvements."

RATIONALE FOR SECTIONS NOT CHANGED

(Cont.)…Under the current Accessory Housing Code, stick built, manufactured, and modular homes are all allowed to be utilized as accessory housing structures. All of the currently allowed structure types are building types that the county building division has authority to issue certificates of occupancy for. WAC 296-150R-0020 defines RVs as temporary living quarters designed for seasonal use. Similarly, RV park models are defined in WAC 296-150P-0020 as "temporary living quarters for […] seasonal use." In both cases, the defining feature is that the structures are designed for seasonal use, not permanent habitation.

RATIONALE FOR SECTIONS NOT CHANGED

(Cont.)...The regulation of RVs and RV park models is an important issue to Clallam County residents, but by definition, RVs and RV park models are not dwelling units, and should not be regulated through the accessory dwelling units. In order to facilitate effective code administration, DCD recommends keeping the current structure type requirements in place and addressing regulations related to RVs and RV park models in a separate ordinance.

RATIONALE FOR SECTIONS NOT CHANGED

2. Owner Occupancy: The current accessory housing code sets certain requirements for ADU construction that make it clear that the development of an ADU is not a development by right in the same way that a single family house is. The owner occupancy requirement in place points to an intent that ADUs were meant to be a special tool available to owner occupants while preventing absentee landlords and issues related to that. Additionally, the owner occupancy requirement helps ensure the ADU remains incidental and subordinate to the primary dwelling. Removing the owner occupancy requirement could change neighborhood character away from SFD to something akin to multifamily development (or at a minimum, a de-facto higher density than what the underlying zoning allows).

RATIONALE FOR SECTIONS NOT CHANGED

- (Cont.)…Additionally, removal of this requirement could create an increase in market pressure due to competition between owner occupants and real-estate investors. This in turn may increase the cost of home ownership as real-estate investors would now have the ability to rent out two units on any given single family lot as opposed to one. This has the potential to not only price out owner occupants looking to move to the area, but could also result in higher tax evaluations that would disproportionately affect elderly residents and those on fixed incomes.

RATIONALE FOR SECTIONS NOT CHANGED

(Cont.)...As it stands, by requiring owner occupancy for ADU development, the property owner is put in a powerful position to be able to determine if they desire an additional dwelling unit in not just their neighborhood, but on the property where they live. In a very real sense, removing the owner occupancy requirement would allow for those outside a neighborhood to make decisions that could have a profound effect on neighborhood integrity and rural character while never directly being affected by the decisions to develop a property with an ADU. By removing the owner occupant requirement within the accessory housing code, this could result in a larger percentage of the housing stock being owned by a smaller percentage of the population resulting in fewer opportunities overall for home ownership.

RATIONALE FOR SECTIONS NOT CHANGED

(Cont.)…By removing the owner occupant requirement, the County would be incentivizing an increase in the rental market without helping develop communities long-term. Maintaining the current owner occupancy requirement has no potential to harm neighborhood character or decrease the affordability of housing in an area. Owner occupancy requirements preserve ADUs as a powerful tool for owner occupants to provide housing flexibility in their neighborhood, while preventing accessory dwelling units from being utilized by absentee landlords as a means of increasing rental income at the cost of neighborhood character and stability.

ADUs AROUND THE STATE

Summary of Selected County Accessory Dwelling Unit Ordinances
DRAFT

County, Population & Code	Location (rural)	Owner Occupancy Requirement	Size Requirements	Parking Requirements	Permitting Process required	Design Standards	Other
Clallam County 73,486 *33.5 Accessory Housing*	Attached or Detached (must comply w/ zoning) Outside of UGA, detached ADU must be on at least 1.5 acres	Yes, no less than 120 days per year	Detached ADUs shall not exceed 50% of the gross floor area of the primary dwelling unit, nor exceed 1,250 square feet in gross floor area. Attached ADUs shall not exceed 35% of primary residence	One site parking shall be provided.	Public notice is required	Appearance of lot must maintain single family feel. Entrance to ADU cannot face the road (not same direction as primary) Parcels not meeting the minimum lot size allowed an attached ADU, but detached ADUs are prohibited.	A certificate of occupancy is required pursuant to the Uniform Building Code. Density: " must comply with the minimum lot size of underlying zone. Parcels not meeting the min lot size, detached ADU prohibitied"
Clark County* 459,495 *PROPOSED AMENDMENT: 40.260.022 Accessory Dwelling Units – RURAL (RADU)* *Currently urban only. Proposed new ordinance. Planning Commission in November, Board in January.	Proposing RADU: Rural Accessory Dwelling Unit Attached only	Yes, record a deed restriction and covenant. **At least 6 months** of the year	Size shall not exceed 1,500 or 40% of the primary dwelling space, whichever is less	One parking space shall be provided on-site	**Subject to a 75% reduction in transportation impact fees**	Building heigh shall meet the requirements of the zone Entrance located on the side or rear of primary dwelling	The dwelling unit that includes the primary unit and the RADU together shall conform to the standards of the zone, including, but not limited to lot coverage and setbacks. Accessibility. To encourage the development of ADA-accessible housing units, reasonable deviation from the requirements of this section for features that facilitate accessibility
Kitsap County* 260,131 *grandfather clause, may not apply to Thurston County *17.410.060 Provisions applying to special uses.*	ADU= Detached with Conditional Use Permit (CUP) ALQ= Attached in rural areas	Yes	Not exceed fifty percent of the square footage of the habitable area of primary residence. For ADU: Or 900sq ft whichever is smaller	Provide additional off street parking	ADU= Hearing Examiner & CUP	ADU • Same side street entrace as primary residence • w/in 150ft of primary residence or conversion of existing structure ALQ: No additional street side entrance	• No mobile homes or recreational vehicles allowed as ADU •• Manufactured homes are allowed

DRAFT

ADUs AROUND THE STATE

Summary of Selected County Accessory Dwelling Unit Ordinances
DRAFT

County Population	Location (rural)	Owner Occupancy Requirement	Size Requirements	Parking Requirements	Permitting Process required	Design Standards	Other
Lewis County* 75,882 *17.102 Accessory Dwelling Units* *In the process of updating policy	Attached or detached		up to 1,296 square feet of gross floor area		condition stating no future subdivision allowed	Share same primary access as principal unit No more than 2 bedrooms	Establish a bonus density for clustered developments in rural lands that set aside 50 percent or more of a project site as a permanent restrictive easement (see 16.18.030). Permit duplexes as an allowed use on rural lands (see 17.42.040).
Mason County 61,023 *17.03.029 Accessory dwelling unit requirement*	Either attached or detached	Yes, either principal residence or ADU	The ADU shall not exceed 80% of the square footage of the habitable area of the primary residence or 1,000ft, whichever is smaller	Additional off street parking must be provided	Special Use Permit	All setback requirements must be met by the ADU Detached: Located within 150ft of the principal residence or a conversion of an existing detached structure (i.e. garage)	No recreational vehicles shall be allowed as ADU
Pierce County* 843,954 *Not included in density, grandfather clause. *18A.37.120 Accessory Dwelling Unit (ADU)*	Attached or detached	Yes, with affidavit	When located outside an Urban Growth Area, the size may be up to 1,250 square feet	One additional off street parking space is required	Building permit and ADU application, and record a notice on property title	Detached: the building height of the ADU shall not be greater than the principal dwelling's building height, unless the ADU is above a detached garage. Entrance not directed toward the front yard	Not allowed on Small Lot Design A detached ADU may be any dwelling permitted in the applicable land use classification.
Snohomish County* 772,501 *30.28.010 Accessory apartments* *Detached allowed, never challenged*	"Accessory Apartments" Attached or detached	Yes, declaration of occupancy required	Attached size depends on size of primary residence, based on % Detached shall not exceed 40% of primary, or 850 square feet, whichever is less.	One additional off-street parking space required	Administrative Conditional Use Permit	Must match design of primary structure Attached: entrance shall be on the side or rear of dwelling	Mobile home allowed as detached accessory apartment Not allowed on substandard lots: lots smaller than the current zoning

ADUs AROUND THE STATE

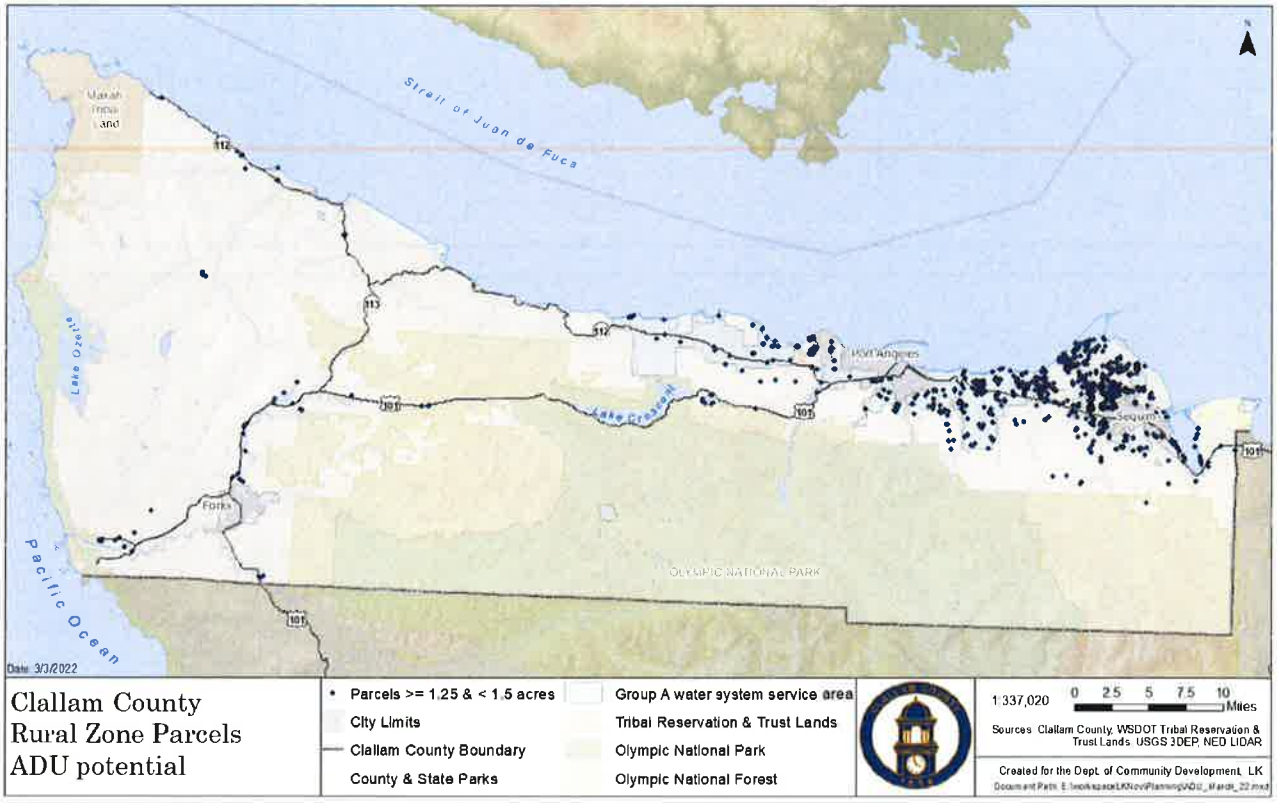
Summary of Selected County Accessory Dwelling Unit Ordinances
DRAFT

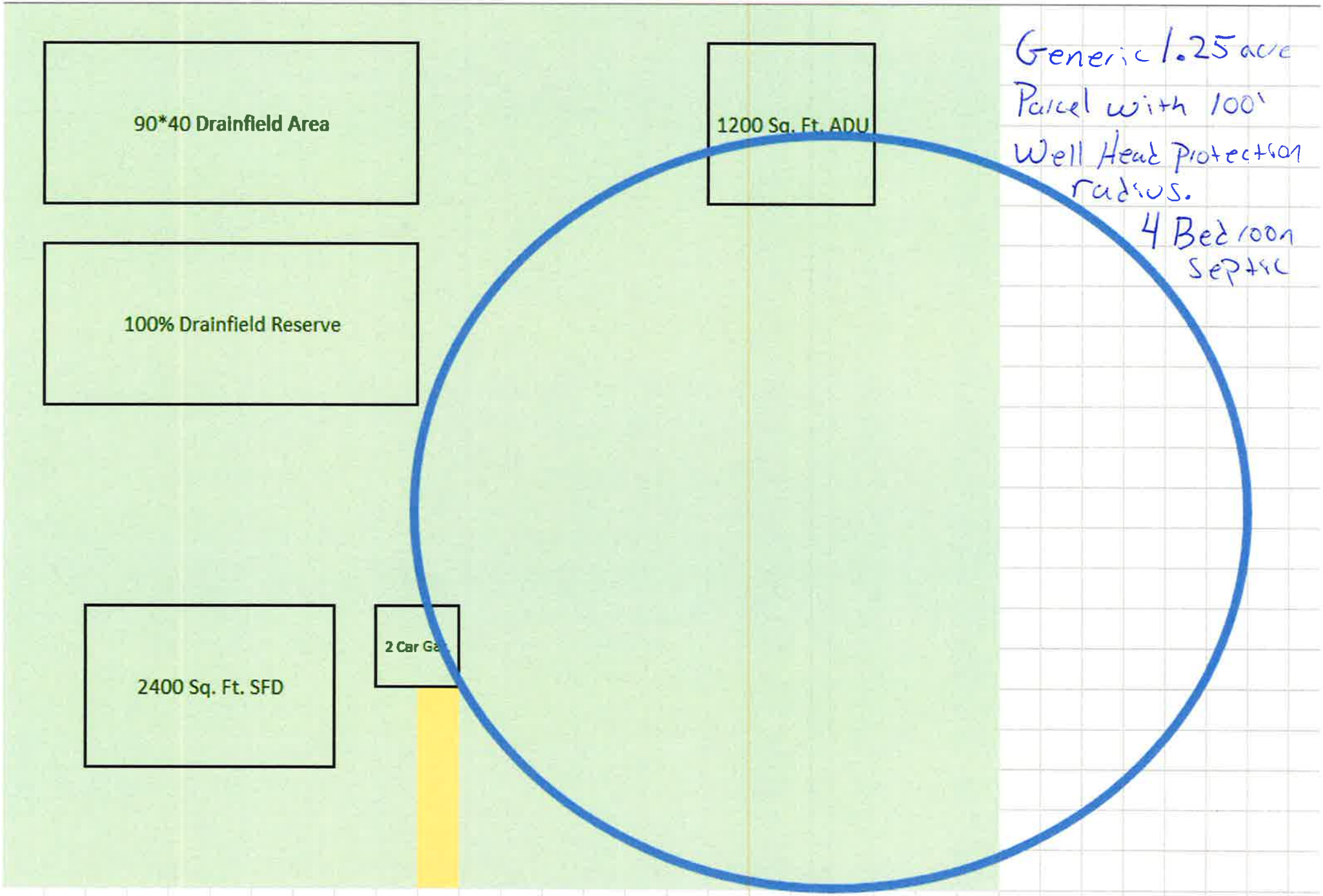
County Population	Location (rural)	Owner Occupancy Requirement	Size Requirements	Parking Requirements	Permitting Process required	Design Standards	Other
Skagit County 121,846 14.16.710	Attached or detached	Yes, owner or immediate family member on property for 6 months	Max 900sq ft, but no more than 50% principal unit	A total of 3 parking spaces for prinicpal and ADU	ADU application,	Only 1 obvious entrance if attached. Detached must maintain appearance of principal	
Spokane County* 490,945 *14.618.230 ADU* *grandfather clause, may not apply to Thurston County	Attached or Detached	No	Attached: no greater than 35% primary residence, or 900sq ft Detached: no more than 800sq ft on main floor	Off street parking required	Detached: CUP with public hearing	Maintain appearance of primary, if attached the entrance to be located on side or rear of house. No more than 2 bedrooms, and detached within 150ft of primary	Code specifies that ADU does Not count when calculating density
Whatcom County* 212,284 *20.36 Rural District ADU* **grandfather clause, may not apply to Thurston County*	Attached= Accessory Apartment Detached = Accessory unit, but limits on the zones	Yes, either principal residence or ADU	No larger than 1,248 square feet in floor area		A deed restriction is recorded with the Whatcom County auditor prior to building permit issuance	One additional entrance visible from the front yard for detached (not for attached) Meet setback requirements, and location in immediate proximity to primary residence preferred	Outside of an UGA, the minimum lot size for detached ADU shall be on a lot no less than 4.5 acres, unless the parcel is large enough to accommodate two dwelling units consistent with the underlying zoning density * Still include temporary medical units in separate code

ADDITIONAL RESOURCES

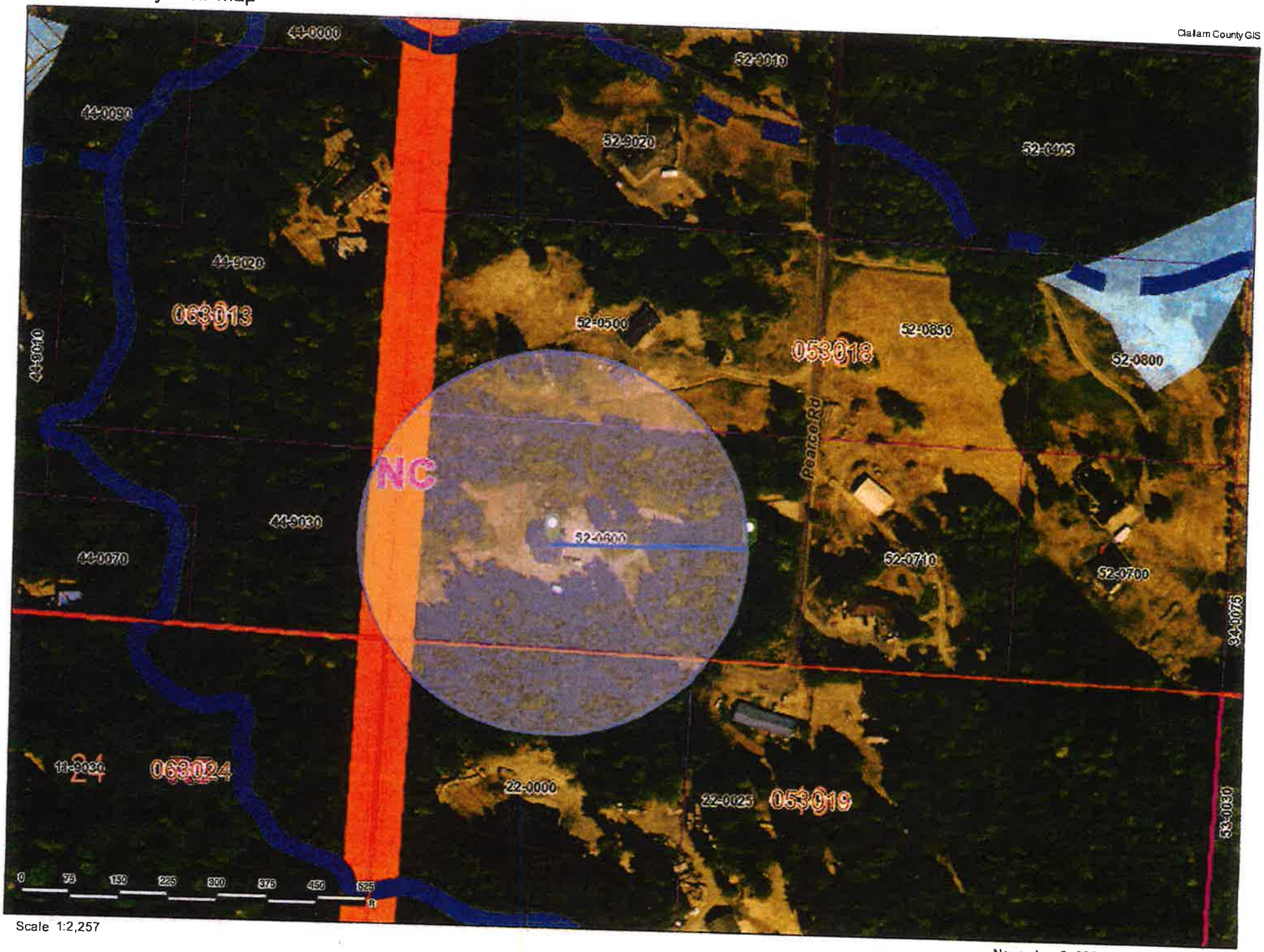
- Washington State DoC- 2021 Legislative Changes to the Housing Laws: Guidance for HB 1220 and Related Bills
- Jefferson County- The ABCs and 123s of ADUs
- AARP- The ABCs of ADUs
- American Planning Association- Quicknotes: Accessory Dwelling Units

Rural Zoned Clallam County Parcels – 1.25 acres >= / 1.5 acres <			
Of the 1,854 parcels equal or greater than 1.25 acres, but less than 1.5 acres in Clallam County, 1,232 of those parcels are in the rural zones listed below. After you remove roads, State/ County/ City ownership, greenbelts, tidelands, public utility district & mining parcels, there are **1,149** parcels of that size.			
Zone	**# of parcels >= 1.25 acres < 1.5 acres**	**# of parcels within a Group A water system service area**	**Notes**
R20	8		
NC	597	158	
R5	162	50	
RW5	11		
R2	22	8	
R1	267	121	
RW1	8		1 split zone parcel (CF) -16.8 acres
RCC5	14	9	1 split zone parcel (CF) -5.5 acres
RCC3	36	22	
RLM	20	18	
QR	4	1	
Total	**1149**	**387**	




90*40 Drainfield Area
1200 Sq. Ft. ADU
100% Drainfield Reserve
2400 Sq. Ft. SFD
2 Car Ga
Generic 1.25 acre Parcel with 100' Well Head Protection radius.
4 Bedroom Septic

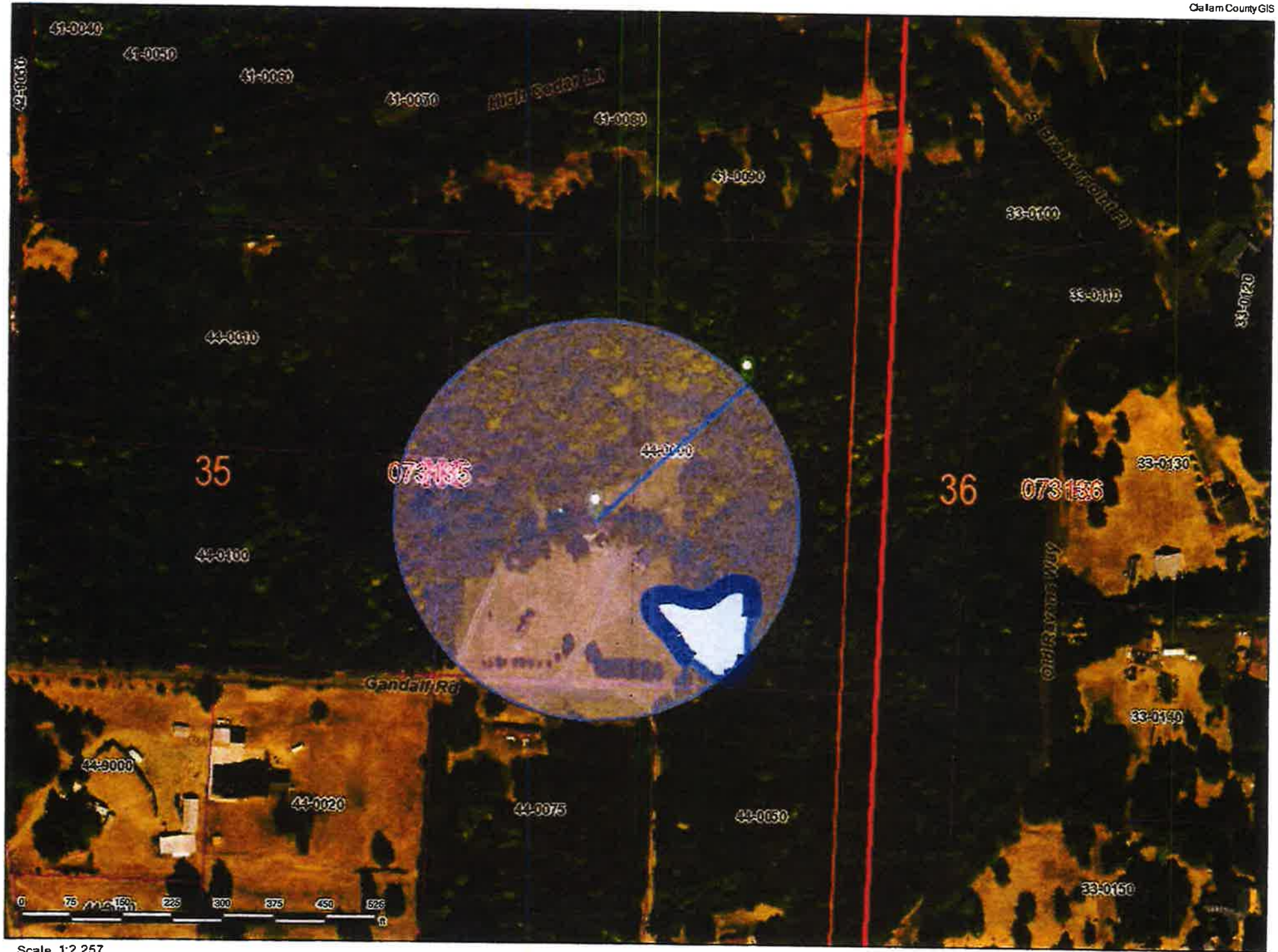
Clallam County Web Map



Scale 1:2,257

November 9, 2021 Clallam County GIS

Clallam County Web Map



Scale 1:2,257

November 9, 2021 Clallam County GIS

Fleming, Holden

From: larjdyng@olypen.com
Sent: Tuesday, March 1, 2022 12:20 PM
To: Gores, Alanna; Ozias, Mark; Fleming, Holden
Cc: larjdyng@olypen.com
Subject: RE:Public Hearing on 3/1/22 for Proposed Ordinance Amending CC 33.50 Zoning (Accessory Housing)

Commissioners:

*I requested and received on 2/26/22 a copy of this proposed ordinance and AGAIN submit for your consideration 11/3/21 concerns and 11/4/21 response I received when this matter was addressed at a Public Hearing by the Planning Commission in November 2021.

*I observe that our local newspapers have not provided the public with much (any?) coverage about a matter that can significantly impact the quality of life of our county's residents - both those with homes/properties and those needing housing. I bring this to your attention, because I believe you would receive more and meaningful input before you should make any decision at this time for this proposed change.

*I have made an effort to track pertinent state bills in WA Legislature HB1711,HB1337,HB1660/SB5648).
These seem to address "ADU" issues for UGAs.
One bill- if passed - would remove the "protective" measure of imposing requirements for owner residency after 7/1/24.
Some of these bills make note of and "incentive fund," so I ask is that the motivation for Planning to urge this proposal RATHER than
33.50.010(4) purpose and intent?
Would its application outside UGAs be consistent with .010
(1),(2),(7) & (8) for rural areas without infrastructure and transportation already existing or planned for?
What would cumulative environmental (SEPA type)impacts be for rural zones and at what point would "Zones" have little meaning for density considerations?
Conditions for water sources and septic structures VARY considerably throughout our County (i.e. requirements of Dungeness River Water Rule in east and soil conditions for septics and number of bathrooms that can be supported by given systems and soil characteristics). Has Environmental Health been consulted and provided review and input?
Does .030(2) allow for placement of manufactured homes as ADU and effect on neighborhood/rural character?

*I believe HB1711 at least has provisions requiring binding commitments, so no "short term" occupancy, plus having programs to audit ongoing compliance.

*This version of proposed ordinance in .040(3)(a) has a minimum term for owner occupancy of only
120 days as "primary" residence. Yet IRS and our County voter registration details cite 183 days.

*Some state bills being considered would also eliminate .030(3)(c) requirement as local option.

*With our current experiences in property sales/market prices sky-rocketing beyond the means of most long-term Clallam residents, don't you think this proposal would invite even more speculators to develop parcels with primary PLUS ADU structures for income to be collected when "owners" are really "visiting" investors ?

*My objections are substantive, but I did note inconsistencies in removing some referred sections but not deleted in others.

*The state bills have thus far been endorsed by Democrats and not Republicans (HB1660: 50:48), but I do not think this should be a political issue. It should be based on preserving neighborhood and rural values, and meaningful zoning designations. Per Inslee's last veto message: "Let's actually do something to create more affordable housing stock." This ordinance is not the way... Consider allowing more multi-housing in areas suitably zoned that are clearly able to provide needed infrastructure to support extra density. Perhaps also allow for more RV parks in areas that have needed infrastructure and utilities; such parks could be readily inspected.

Respectfully,
Judy Larson
1070 W. Palo Verde Loop
Sequim,WA

-------- Original Message --------
Subject: RE: ADU update & Planning Commission P.H. for 11/3/21
Date: 2021-11-04 15:16
From: "Fleming, Holden" <hfleming@co.clallam.wa.us>
To: "'larjdyng@olypen.com'" <larjdyng@olypen.com>

Ms. Larson,

Thank you for your comments and concerns related to the proposed updates to the Clallam County Accessory Housing code. Your comments will be included in the next Planning Commission packet for the scheduled November 17 meeting. Please read through my comments bellow and feel free to ask for any additional clarification or raise any additional concerns.

Attention: Planning Commission and H.Fleming, Planner II

*I received and appreciate information provided to me by H. Fleming about proposed ordinance update, associated SEPA and background materials.

I summarily note:

* I question inclusion of "Satellite Bedroom" under 33.03.010 for ADU update vs. B&B requirements.

There is no specific section of the zoning code related to Bed & Breakfast Inn requirements, rather they are narrowly defined in CCC 33.03.010(13). The addition of a definition for Satellite Bedrooms within the zoning code helps codify a type of structure already being built within the County while creating a narrow definition capable of assisting with effective code administration.

* Governor vetoed related proposed similar Legislative updates EXCEPT for UGA areas.<RE:33.50.010(40)>

The purpose of including the 2021 Legislative Changes to the Housing Laws was to provide a look at how housing issues are being addressed at the state level. While the ADU recommendations discussed in the document were vetoed because they were not specifically limited to lands within UGAs, the recommendations should still be evaluated on merit

to determine if similar policies would meet the needs of Clallam County residents. The intent of these code changes is to modify our existing ADU standards that were last updated in 2002.

* Under 33.50.010:

(2)How is rural/neighborhood character (required in GMA) specifically protected "per guidelines provided by AARP ADU "Hot Topics" & p.15 of The ABCs of ADUs?

The supplemental information included with the ADU code change is intended to establish a broad base of understanding on how other professional organizations and jurisdictions view ADUs. While helping to inform policy changes, no part of the supplemental information would be codified or utilized as policy under this proposed update to the ADU code. The goal of the ADU code update is to modify an existing code to better serve the needs of Clallam County residents, not force-fit policies from outside groups or organizations. The requirements for rural character protection may not be directly addressed in the supplemental documents, but any approved code changes, such as requiring detached ADUs to be within 300' of the primary dwelling, will ensure rural/neighborhood character protection.

(7) & (8) The SEPA needs verifiable water, sewerage capacity not only per parcel but for cumulative effects in a given area/neighborhood. How will this be accomplished? THIS also applies to 33.50.030(3). Single Family Development is typically exempt from SEPA requirements under WAC 197-11-800(1)(b)(i), but cases not meeting this exemption will be addressed at the project level. Additionally, there are currently no proposed changes to CCC 33.50.030(3) related to Water and Wastewater disposal for ADUs.

* The owner-occupancy requirement <33.50.030(4)> is absolutely essential, but the 33.50.040(3)(a)&(3c*) provisions lead to questionable primary intent for use of property as primary single housing residential

use:

Without meeting the occupancy requirements found in CCC 33.50.040(3), a property owner would not be eligible for an ADU. This requirement shows the commitment of Clallam County to ensuring that ADUs are an incidental and subordinate use related to a primary dwelling.

also,(4) should include more of cited AARP guidelines AND need to show how "addressing" WILL BE "addressed." 911 addressing of ADUs is subject to a separate ordinance administered by the Clallam County Building Division and ADUs are subject to the same requirements as all other addressed properties.

ALSO: What is justification for (1)'s size "specification" addition?
While

(2) states minimum parcel size requirement waivers, the cumulative effects for area/neighborhood need more attention for protection of GMA & SEPA standards for allowing such waivers.

The additional language added to 33.50.040(1)(a) is to allow property owners who originally developed small (less than 800 sq. ft.) primary dwellings to be able to develop small (up to 400 sq. ft.) detached ADUs if they meet all other development standards. Changing the language of
33.50.040(2)(a) addresses the fact that there are many legally created parcels (most notably in the RCC3 & RCC5 zones) that have well over 1.5 acres but have less than the required zone minimums because the lots were legally created prior

to current zoning requirements. By changing the wording of the ADU code requirement to reflect on the parcels legality, we are allowing many parcels that were previously able to have attached ADUs but not detached ADUs to now have detached ADUs. Staff has identified nearly 2000 parcels that under the current code would qualify for attached ADUs, but under this proposal would now have the option of developing a detached ADU. This particular change to the code does not alter whether or not a parcel qualifies for an ADU but rather clarifies what type of ADU is eligible for development.

Sincerely,

Holden A. Fleming
Planner
Department of Community Development
223 East 4th Street, Suite 5
Port Angeles, WA 98362
Phone: 360-417-2277

Fleming, Holden

From: Gores, Alanna
Sent: Wednesday, March 2, 2022 2:19 PM
To: Johnson, Randy; Ozias, Mark; Peach, Bill; Winborn, Mary Ellen; Fleming, Holden; Clark, Donella
Subject: FW: Comment on ADU ordinance

ADU comment received.

Loni Gores
Clerk of the Board
Commissioners Office
223 East 4th Street, Suite 4
Port Angeles, WA 98362
Phone: 360-417-2256

From: James Lewis <jnlewis12@gmail.com>
Sent: Wednesday, March 2, 2022 2:10 PM
To: Gores, Alanna <agores@co.clallam.wa.us>
Subject: Comment on ADU ordinance

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

Our home was designed and built to code with a detached dwelling unit for my ninety year old mother. There is a twenty foot covered walkway between our two homes.We planned on using the ADU as a vacation rental after she passes.
I do not see anything in the proposed new ordinance that would affect us in any way.

Fleming, Holden

From: Gores, Alanna
Sent: Wednesday, March 2, 2022 2:16 PM
To: Johnson, Randy; Ozias, Mark; Peach, Bill; Fleming, Holden; Clark, Donella; Winborn, Mary Ellen
Subject: FW: County Residential Accessory Dwelling Units

ADU comment received.

Loni Gores
Clerk of the Board
Commissioners Office
223 East 4th Street, Suite 4
Port Angeles, WA 98362
Phone: 360-417-2256

From: SEPAdesk2@dfw.wa.gov <bvreeland41@gmail.com>
Sent: Wednesday, March 2, 2022 1:56 PM
To: Gores, Alanna <agores@co.clallam.wa.us>
Subject: County Residential Accessory Dwelling Units

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

I believe the County Commissioner discussion of the code changes for ADUs must be tabled until Clallam County has a Climate Crises Resiliency Plan. Isn't part of the County Commissioners roll to protect lives and property in Clallam County?

Potentially putting more County residents in harms way of catastrophic wildfires doesn't seem wise to me given the devastating wildfires that have plagued California, Oregon and Colorado over the past 2+ years.

Having ADU up to a hundred yards away from a main dwelling unit in or near potentially forested areas in Clallam Co., with questionable access to emergency personnel and escape could be a near future nighmare. Olympic Peninsula forest have been rated by Washington as the 5th most likely location for devastating wildfires. Forks was nearly destroyed by wildfire in the past. Bell Hill in the Sequim area has historically burned. These events happened prior to "noticeable" climate change events in Clallam Co.

County staff and Commissioners need to give serious thought to the realities of climate change. Climate change has already brought lengthened periods of drought and an increased heat wave to Clallam Co. Climate scientists are projecting more of the same with potentially more damage. One thing climate scientist do know is that change is happening much more quickly than models have predicted.

I believe this code change can wait until the County has a better understanding of the risks of this new policy. Better safe than sorry in my view.

Robert Vreeland
520 E. 10th St.
Port Angeles

Fleming, Holden

From: Gores, Alanna
Sent: Thursday, March 3, 2022 9:40 AM
To: Johnson, Randy; Ozias, Mark; Peach, Bill; Winborn, Mary Ellen; Fleming, Holden; Clark, Donella
Subject: FW: ADU Regulations

ADU comment received.

Loni Gores
Clerk of the Board
Commissioners Office
223 East 4th Street, Suite 4
Port Angeles, WA 98362
Phone: 360-417-2256

-----Original Message-----
From: gerald carpenter <jerrycarpet@gmail.com>
Sent: Thursday, March 3, 2022 9:37 AM
To: Gores, Alanna <agores@co.clallam.wa.us>
Subject: ADU Regulations

ADU's in existing neighborhoods will:

Devalue existing property

Diminish my enjoyment of my property if there are added people across the fence.

Require upgrades of water, electric, and sewer services which ALL homeowners will pay.

Community water systems will need to increase system capacity at all private users' expense.

Investors in rental property will be incentivised to add ADUs to increase income.

My biggest objection is that it is a temporary bandage to a symptom, not a solution. Until our society is willing to pay wages that will be sufficient to provide food and shelter, the homeless issue will continue to grow. If we are not willing to fix the cause, just skip to the next step and build high rise projects like they have in big cities to house the homeless. Then the burden will be shared by all and not just the homeowners.

Gerald Carpenter 360-681-2766
248 Bon Jon View Way
Sequim, WA. 98382

Fleming, Holden

From: Gores, Alanna
Sent: Thursday, March 3, 2022 7:44 AM
To: Johnson, Randy; Ozias, Mark; Peach, Bill; Fleming, Holden; Winborn, Mary Ellen; Clark, Donella
Subject: FW:

Comment received.

Loni Gores
Clerk of the Board
Commissioners Office
223 East 4th Street, Suite 4
Port Angeles, WA 98362
Phone: 360-417-2256

From: Mary Peck <marypeck.mvp@gmail.com>
Sent: Thursday, March 3, 2022 7:43 AM
To: Gores, Alanna <agores@co.clallam.wa.us>
Subject:

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

Camping in your beautiful county and national park area is pretty much impossible these days. Please consider encouraging the development of HIPCAMP and HARVEST HOSTS as an addition to park and rv camping. Thank you

Fleming, Holden

From: Gores, Alanna
Sent: Thursday, March 3, 2022 6:24 AM
To: Johnson, Randy; Ozias, Mark; Peach, Bill; Winborn, Mary Ellen; Fleming, Holden; Clark, Donella
Subject: FW: Comment: ADU's

ADU comment received.

Loni Gores
Clerk of the Board
Commissioners Office
223 East 4th Street, Suite 4
Port Angeles, WA 98362
Phone: 360-417-2256

From: Stacy Remick <snjremick@hotmail.com>
Sent: Wednesday, March 2, 2022 9:22 PM
To: Gores, Alanna <agores@co.clallam.wa.us>
Subject: Comment: ADU's

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

Yes! Absolutely! We need all housing options available in the city as we can get. Housing costs are skyrocketing and more and more multigenerational households are the norm. Allowing ADU's, will allow for families to be together but not so crowded together. It could keep someone off the streets or allow an extra income for folks struggling. This is a winning idea.

Stacy Nikodym

Sent from my Verizon, Samsung Galaxy smartphone
Get Outlook for Android

Fleming, Holden

From: Gores, Alanna
Sent: Thursday, March 3, 2022 6:25 AM
To: Johnson, Randy; Ozias, Mark; Peach, Bill; Winborn, Mary Ellen; Fleming, Holden; Clark, Donella
Subject: FW: ADUs

ADU comment received.

Loni Gores
Clerk of the Board
Commissioners Office
223 East 4th Street, Suite 4
Port Angeles, WA 98362
Phone: 360-417-2256

From: Art Jones <artjones1@hotmail.com>
Sent: Wednesday, March 2, 2022 5:58 PM
To: Gores, Alanna <agores@co.clallam.wa.us>
Subject: ADUs

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

I am in favor of Accessory Dwelling Units. There is a housing shortage in Clallam County right now. The cost of developing a piece of raw land is crazy. Why not add a tiny home to an existing single family dwelling piece of property for a family member,
who needs a place to live.

My two cents.

Arthur Jones

Fleming, Holden

From: larjdyng@olypen.com
Sent: Thursday, March 3, 2022 11:53 AM
To: Gores, Alanna; Gores, Alanna; Fleming, Holden; lleach@peninsuladailynews.com
Cc: larjdyng@olypen.com
Subject: Additional concerns/comments about proposed ordinance concerning ADUs
Attachments: ADU FAQs FINAL.pdf; EH ADU Information Sheet.pdf; ADUordrecommendations.pdf

Commissioners:

Please add the following to the record and for your consideration and staff attention:

*I have noted that on 3/2/22, the PDN (p.1 & p.4) actually provided the public with some detailed coverage about this proposed ordinance.
However, I found some inconsistencies reported compared to what I heard discussed at your 3/1/22 Public Hearing. I hope you can have staff review and send corrections to the PDN about acreage error information and what seemed to be additional intended changes you will be considering.

*I am attaching more background details about WA state ADU ordinances and especially ask that you review the Thurston County 12/15/2020 ADU ordinance update information. Besides adding this to your record, I hope you can include a discussion of these materials at your 3/21/22 Work Session.

Thank you for your consideration again. (I may continue to provide future input before you make your decision.)

Respectfully,
Judy Larson
1070 W. Palo Verde Loop
Sequim,WA

Fleming, Holden

From: Virginia Shogren <vshogren@gmail.com>
Sent: Thursday, March 3, 2022 2:18 PM
To: Gores, Alanna; Ozias, Mark; Johnson, Randy; Peach, Bill
Cc: Fleming, Holden
Subject: Proposed Amendments to Chapter 33.50 - Accessory Housing

Re: Proposed Ordinance Amending Clallam County Code Title 33 Zoning (Accessory Housing)

Dear 'Commissioners',

The proposed amendments to Chapter 33.50 do not adhere to basic planning rules and zoning laws for Clallam County and must be rejected.

33.50.010(4) proposed amendment purports to apply the amendments to all property in the County, not limited to the UGAs. Such amendment is contrary to the zoning protections for properties outside the UGA and would render designations such as R5 meaningless, as habitable structures would be constructed within 300 feet of any residence. Growth and density is properly encouraged in the cities and UGA to prevent sprawl and loss of rural character. This amendment is intentionally circumventing the plain language and intent of the zoning laws and purpose of UGA designations.

33.50.030(1) proposed amendment removes the requirements of the UBC from these added structures. Clearly an attempt to circumvent existing planning laws and building requirements.

33.50.040(2)(a) proposed amendment removes all compliance requirements for minimum lot sizes of the underlying zone, including parcels not meeting the minimum lot size requirement for detached ADUs. Zoning laws may not be undermined or altered through use of an ADU designation. A habitable structure (with bathrooms/septic hook up) is a habitable structure. Zoning laws exist for a reason and must be followed by the County.

33.50.040(4)(d) proposed amendment would permit separate habitable buildings regardless of minimum lot size, zoning designation, or UGA status to be constructed '300 feet from each other'. This amendment violates basic zoning laws and rules, minimum lot size requirements, the Comprehensive Plan, and would green light sprawl throughout Clallam County with corresponding loss of rural character and tourism income.

The existing ADU provisions are more than adequate to allow for desired ADU development consistent with our zoning laws and planning documents.

Density growth must be consistent with existing zoning and UGA designations, and ADUs may not be used to circumvent and render meaningless long-standing zoning and planning measures in place for Clallam County.

Sincerely,

Virginia Shogren
961 W. Oak Court
Sequim, WA 98382

Fleming, Holden

From: Gores, Alanna
Sent: Thursday, March 3, 2022 3:27 PM
To: Johnson, Randy; Ozias, Mark; Peach, Bill; Fleming, Holden; Clark, Donella; Winborn, Mary Ellen
Subject: FW: Comment on Draft Policy/Ordinance

ADU comment received.

Loni Gores
Clerk of the Board
Commissioners Office
223 East 4th Street, Suite 4
Port Angeles, WA 98362
Phone: 360-417-2256

-----Original Message-----
From: Dale &amp
Sent: Thursday, March 3, 2022 3:01 PM
To: Gores, Alanna <agores@co.clallam.wa.us>
Subject: Comment on Draft Policy/Ordinance

To: commissioners@co.clallam.wa.us (Board of Commissioners)

This message was sent via the Clallam Website Email Form 03-03-2022.

Name: Dale & Martha McKeeth Ireland

Email: irelands@olypen.com

Subject: Comment on Draft Policy/Ordinance

Comments: We support the proposed amendments to the ADU code. They appear well thought out to provide clarity and flexibility to meet the reasonable needs of most property owners, while also protecting the interests of neighbors.

Fleming, Holden

From: Gores, Alanna
Sent: Friday, March 4, 2022 6:57 AM
To: Johnson, Randy; Ozias, Mark; Peach, Bill; Winborn, Mary Ellen; Fleming, Holden; Clark, Donella
Subject: FW: ADU comments

ADU comment received.

Loni Gores
Clerk of the Board
Commissioners Office
223 East 4th Street, Suite 4
Port Angeles, WA 98362
Phone: 360-417-2256

-----Original Message-----
From: Jubilee3 <jubilee3@olypen.com>
Sent: Thursday, March 3, 2022 10:28 PM
To: Gores, Alanna <agores@co.clallam.wa.us>
Subject: ADU comments

Dear Folks,

I was surprised to read that I had missed a public hearing about potential changes to code for ADUs. I have been very interested in this and have been expecting there would be some discussion ever since the county offered expedited plans for tiny houses last year. I read the PDN online every day and get the Sequim Gazette and search Clallam.net frequently and I saw nothing about this ADU public hearing. After the fact I found a notice about a Feb. 14 hearing about ADUs, but I could find no mention of ADUs on the agenda. I agree with Commissioner Randy Johnson that the county has not reached out to the community to get public input.

I have been a small scale landlord for decades and understand the difficulty of finding affordable housing in Clallam County. Our older population needs to do more to accommodate younger people living among us. I was a real estate appraiser for 22 years in the San Francisco bay area and remember when California eased its restriction on second units on residential city lots, and I built one next to my home and rented it to traveling nurses. It is time to do that in Clallam county on these large county parcels.

I have a 1.27 acre lot with a private well and septic. I have a detached 400 ft.^{2} heated building that I currently use as an art studio but it could easily be transformed into an ADU. This would give me the future option to have family living in the main house and me in my sweet little granny unit with a view. But not under the current code.

Tiny houses are not the answer for an older population. I know several people who have looked into tiny houses but are not willing or able to climb a ladder to sleep in a loft. One friend is building a classy 600 ft.^{2} ADU on her daughter's larger acreage. We need to expand these possibilities.

I think that most people do not know what "ADU" and "accessory dwelling units" means. Why not just call them second units in public settings so people know what you are talking about? (In California they were called "Granny units" even by planning staff and everybody understood.) I would like to suggest that you make a concerted effort to inform the public about the possibilities of second units and give ample time to consider and respond to proposed code changes.

Best regards,
Julia Johnson
411 Livengood Lane
Sequim

Fleming, Holden

From: Gores, Alanna
Sent: Friday, March 4, 2022 2:00 PM
To: Johnson, Randy; Peach, Bill; Fleming, Holden; Winborn, Mary Ellen; Clark, Donella
Subject: FW: ADU updating

ADU comment received.

Loni Gores
Clerk of the Board
Commissioners Office
223 East 4th Street, Suite 4
Port Angeles, WA 98362
Phone: 360-417-2256

From: Ozias, Mark <mozias@co.clallam.wa.us>
Sent: Friday, March 4, 2022 2:00 PM
To: Ron Gilles <rgilles@olypen.com>
Cc: Gores, Alanna <agores@co.clallam.wa.us>
Subject: Re: ADU updating

Ron,

Thanks for writing; I have included the Clerk of the Board on this reply to ensure that all of the Commissioners have the chance to see your note.

One of the specific considerations we have asked DCD for additional analysis about relate to the impact of reducing the minimum size to 1.25 acres.

Sincerely,

Mark Ozias
Clallam County Commissioner

From: Ron Gilles <rgilles@olypen.com>
Sent: Friday, March 4, 2022 12:54 PM
To: Ozias, Mark
Cc: Clark, Donella
Subject: ADU updating

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

Mark & Donella,

Just heard from Marguerite Glover at our MLS meeting about the County planning to update the ADU ordinance.

I would like to be able to send comments in for review. In addition, there are other brokers that would like to make comments too since we deal with a lot of land sales in the County.

So basis comments I have are as follows;

Would like to see if possible that the minimum acreage of 1.5 acres that an ADU is allowed be reduced to 1.00 acre because of the Affordable Housing issues we are facing here in Sequim & Port Angeles?

Would also like to see that a Park model type home be allowed if connected to the proper utilities like septic/sewer, water & power?

Also an RV or travel trailer if connected to the proper utilities like septic/sewer, water & power? We had to use our travel trailer for housing for friend of my wife Andrea to stay in for a week last year. Because she had a recent kidney transplant and the Covid issues going required isolation for her protection. So this important option to have available.

These are some of the main items on my list right now.

Thanks,

Ron Gilles
Designated Broker, GRI, CNE, ABR, CRS
Professional Real Estate
329 S. Sequim Avenue
Office 360.683.3564 -- Fax 360.683.3956
Cell 360.808.2242
ron@realestatesequim.com
Mailing
P.O. Box 607
Sequim, WA 98382

Fleming, Holden

From: Clark, Donella
Sent: Monday, February 7, 2022 8:15 AM
To: Fleming, Holden
Subject: FW: Testimony for Commissioner Hearing upcoming March 2022 re Accessory dwelling units.

From: Gores, Alanna
Sent: Monday, February 07, 2022 7:13 AM
To: Johnson, Randy; Peach, Bill; Ozias, Mark; Clark, Donella; Winborn, Mary Ellen
Subject: FW: Testimony for Commissioner Hearing upcoming March 2022 re Accessory dwelling units.

ADU comment received.

Loni Gores
Clerk of the Board
Commissioners Office
223 East 4th Street, Suite 4
Port Angeles, WA 98362
Phone: 360-417-2256

From: paulmcq@olypen.com <paulmcq@olypen.com>
Sent: Sunday, February 6, 2022 1:48 PM
To: Gores, Alanna <agores@co.clallam.wa.us>
Subject: Testimony for Commissioner Hearing upcoming March 2022 re Accessory dwelling units.

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

Greetings,

I have reviewed the changes to the Accessory dwelling Ordinance that the commissioners will be discussing at the upcoming workshop. I have a couple of observations and suggestions that I would like to convey at the upcoming hearing.

Chapter 35.50.030 (General Requirements)

<Two> Density
The code should be modified to eliminate the 1.5 acre minimum requirement for an ADU. This should be replaced with (Legally Created Parcel) I have never understood the magic associated with the 1.5 acre minimum lot size since the majority of legally created parcels in the county were created as 5 acre parcels exempt from platting requirements or short plats of those same 5 acre parcels into (4) 1.25 acre parcels. In either event (1.25 or legally created) the carrying capacity of the soils for septic will be the deciding factor as to lot size in most cases.

<Three> Occupancy

The code as written requires that the owner of the property occupy either the ADU or the primary residence. I see no reason for this requirement. Occupancy is occupancy and housing is housing. If the purpose of this ordinance is to create more affordable housing which is always (rental vs. Ownership) then allow both dwellings to be rented. The occupancy restriction is probably unenforceable in any event as once the ADU is approved no inspections or verifications of who occupies what will be performed anyway.

There you have it. Could you confirm that these suggestions will be made a part of the record at the upcoming March hearing.

Thanks,

Paul McHugh
P.O. Box 871 Sequim WA 98382
360-460-0434
paulmcq@olypen.com

Fleming, Holden

From: Gores, Alanna
Sent: Monday, February 7, 2022 9:54 AM
To: Johnson, Randy; Ozias, Mark; Peach, Bill; Clark, Donella; Winborn, Mary Ellen; Fleming, Holden
Subject: FW: The changes to the ADU section of the County Zoning Code

ADU comments received.

Loni Gores
Clerk of the Board
Commissioners Office
223 East 4th Street, Suite 4
Port Angeles, WA 98362
Phone: 360-417-2256

From: marg@sequim.com <marg@sequim.com>
Sent: Monday, February 7, 2022 9:29 AM
To: Gores, Alanna <agores@co.clallam.wa.us>
Subject: The changes to the ADU section of the County Zoning Code

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

Dear Commissioners:

What is the purpose of exempting homes/dwellings under 400 SF, from the square footage requirement for ADUs? Is it to promote having two of the County pre-approved tiny house designs, for a property? It would be unlikely that someone would do this, on a 1. 5 acre (or larger) parcel.
It would be more helpful, to many more people, if we could have an RV or tiny home (which is also technically an RV, most of the time) placed on a property, with proper drinking water and septage/sewage. That way, a caregiver could live there, or a "kid," who is going to school or working. Rentals and homes to buy are short in supply, and very expensive. Or, another relative or friend, who needed a place to stay, could stay there.

If we had a tiny home or RV Ordinance, that could be another way to more effectively enforce removing the illegal massive camp areas that have no sewage, are a nuisance, etc.

People are NOW using RVs and tiny homes, on their properties. I know that the Building Department cannot enforce requirements for their construction; as they are under L & I. But, DCD, the County Commissioners, and the Sheriff, could enforce placement and hookup requirements, through an ordinance.

Donella Clark, from the Building Department, has been very helpful, in responding to me. She said that the RV Ordinance is not currently on the table.

The Sequim Association of REALTORS® supports allowing one or two RVs, or a tiny home, appropriately connected to, water and sewage (or, with another sewage solution, such as Commissioner Peach as spoken about), on parcels of land that are .75 acre or more. Covenants would still preclude these, if they are in existence.

Thank you for all of your work, for all of us, in Clallam County!

Marguerite Glover
Chairman, Sequim Association of REALTORS®
marg@sequim.com
360-461-3365

Fleming, Holden

From: Gores, Alanna
Sent: Wednesday, March 9, 2022 10:12 AM
To: Johnson, Randy; Ozias, Mark; Peach, Bill; Fleming, Holden; Clark, Donella; Winborn, Mary Ellen
Subject: FW: ADU comments for March 29 meeting

ADU comment

Loni Gores
Clerk of the Board
Commissioners Office
223 East 4th Street, Suite 4
Port Angeles, WA 98362
Phone: 360-417-2256

From: Don Tucker <dontucker@hvalley.net>
Sent: Wednesday, March 9, 2022 9:02 AM
To: Gores, Alanna <agores@co.clallam.wa.us>
Cc: Ozias, Mark <mozias@co.clallam.wa.us>; Ballard, Greg <gballard@co.clallam.wa.us>
Subject: ADU comments for March 29 meeting

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

Dear Commissioners;

I am in favor of the ADU ordinance with one exception;

1. Chapter 33.50.030

part (2) Structure Type excludes recreational vehicles. Should read as follows;

Park model homes as defined under ANSI 119.5 (as defined in RCW 46.04.622) are allowed as ADU's under this chapter.

That will adequately exclude other types of recreational vehicles which contain their own wastewater holding tanks and are only made for recreational uses. Washington state RCW's clearly acknowledge that Park Model Homes when set up on a permanent foundation are even taxed as real estate when set up on a permanent foundation (RCW 82.45.032 (6)).

Park model homes are affordable. Approximately 900 residents of Clallam County already live in park model homes. Many have already been set-up as ADU's. DCD even indicated that they thought park models would make excellent ADU's. The city of Port Angeles on December 22 decided to allow park models homes within the city limits....they fall under their definition of "cottage homes."

Please include Park Model Homes as an acceptable structure type.

Regards, Don Tucker

Clark, Donella

From: Ben Braudrick <Bbraudri@cityofpa.us>
Sent: Wednesday, March 09, 2022 10:46 AM
To: Clark, Donella; Emma Bolin; Permits
Subject: RE: park models

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

Donella,
I believe that City Council slipped in zoning code to allow those uses, but the building code still prohibits them. We are not issuing permits to anything with wheels. We actually have a few that have been placed in town, but no code enforcement activity yet (They may have been granted an electrical drop, but no piped utilities?). Stay tuned! And stay tuned to the State Legislature as well!

Our recent code updates will be on municode soon, I'll make sure and let you know when they are up.

Emma and Pat may have more information,

Ben Braudrick, AICP
Pronouns: he/him
Associate Planner | City of Port Angeles
Community & Economic Development
360.417.4804 | bbraudrick@cityofpa.us
321 East 5th Street
Port Angeles, WA 98362
www.cityofpa.us

Did you know? Permit Services staff can assist you from your home or office computer the same as we would at the permit counter. All resources in our office are available online. Learn more by visiting our Permit Services Self-Serve Resources Guide.

Some quick access resources:

- Parcel and Zoning Map
- How to Use City Interactive Mapping
- Port Angeles Permit Center
- Zoning Summary Table
- Current Projects and Plans
- Permit Payment Portal

From: Clark, Donella <DClark@co.clallam.wa.us>
Sent: Wednesday, March 09, 2022 10:41 AM
To: Ben Braudrick <Bbraudri@cityofpa.us>; Emma Bolin <Ebolin@cityofpa.us>; Permits <Permits@cityofpa.us>
Subject: park models

Wanted to know what the City's take is on Park Models. Are you allowing them as dwellings in the City? Are you issuing permits? Any information or codes you have would be greatly appreciated.

Donella K Clark
Principal Planner
Clallam County Department of Community Development
223 E 4th St, Suite 5
Port Angeles, WA 98362

NOTICE: This email and any attachments may be subject to disclosure as a public record under the Public Records Act, RCW Chapter 42.56

Fleming, Holden

From: Clark, Donella
Sent: Monday, February 7, 2022 8:15 AM
To: Fleming, Holden
Subject: FW: Testimony for Commissioner Hearing upcoming March 2022 re Accessory dwelling units.

From: Gores, Alanna
Sent: Monday, February 07, 2022 7:13 AM
To: Johnson, Randy; Peach, Bill; Ozias, Mark; Clark, Donella; Winborn, Mary Ellen
Subject: FW: Testimony for Commissioner Hearing upcoming March 2022 re Accessory dwelling units.

ADU comment received.

Loni Gores
Clerk of the Board
Commissioners Office
223 East 4th Street, Suite 4
Port Angeles, WA 98362
Phone: 360-417-2256

From: paulmcq@olypen.com <paulmcq@olypen.com>
Sent: Sunday, February 6, 2022 1:48 PM
To: Gores, Alanna <agores@co.clallam.wa.us>
Subject: Testimony for Commissioner Hearing upcoming March 2022 re Accessory dwelling units.

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Paul McHugh
P.O. Box 871 Sequim WA 98382
360-460-0434
paulmcg@olypen.com

Fleming, Holden

From: Gores, Alanna
Sent: Monday, February 7, 2022 9:54 AM
To: Johnson, Randy; Ozias, Mark; Peach, Bill; Clark, Donella; Winborn, Mary Ellen; Fleming, Holden
Subject: FW: The changes to the ADU section of the County Zoning Code

ADU comments received.

Loni Gores
Clerk of the Board
Commissioners Office
223 East 4th Street, Suite 4
Port Angeles, WA 98362
Phone: 360-417-2256

From: marg@sequim.com <marg@sequim.com>
Sent: Monday, February 7, 2022 9:29 AM
To: Gores, Alanna <agores@co.clallam.wa.us>
Subject: The changes to the ADU section of the County Zoning Code

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Thank you for all of your work, for all of us, in Clallam County!

Marguerite Glover
Chairman, Sequim Association of REALTORS®
marg@sequim.com
360-461-3365

Fleming, Holden

From: Reed, Janine
Sent: Thursday, February 10, 2022 4:17 PM
To: Fleming, Holden; Garcelon, Jennifer; Majors, Benjamin
Cc: Gosnell, Andrew; Perham, Andrew
Subject: RE: ADU Parcel Size Requirement

Hi Holden:
Here are the minimum land area requirements for lots that have septic systems with either public wells or private individual wells.
Washington State Administrative Code for Onsite Septics (WAC) 246-272A-0320 Developments, subdivisions, and minimum land area requirements. TABLE X Minimum Land Area Requirement Single-Family Residence or Unit Volume of Sewage (page 62 of 69).

Type of Water Supply							
	Soil Type	**1**	**2**	**3**	**4**	**5**	**6**
Public water		0.5 Acre	12,500 sq. ft	15,000 sq. ft	18,000 sq. ft.	20,000 sq. ft.	22,000 sq. ft.
Private individual well		1 Acre	1 Acre	1 Acre	1 Acre	**2 Acres**	**2 Acres**

EH Onsite uses the table to address septic system/well minimum lot sizes during the subdivision process so changing the DCD minimum requirement would not change anything for EH, the developers would still have to follow our requirements for sizing. Fortunately most of these land area requirements will full under 1 acre or less with the exception of Soil types 5 and 6 which are the slow draining soils like silt loams, or silty clay loams. That's why more land area is required, along with the fact that there has to be enough area available for installation of 100% primary and reserve drainfields.

It is a better scenario if the water source is private. I defer to Ben about private wells and the required well radius areas- that may also be an issue. Let me know if you have any questions or need exact code references.

Janine M Reed, RS EHS III
Clallam County Environmental Health
111 Third Street Port Angeles WA 98362
223 E 4th Street, Port Angeles WA 98362 (office address)
(360)-417-2593
jreed@co.clallam.wa

From: Fleming, Holden <hfleming@co.clallam.wa.us>
Sent: Tuesday, February 8, 2022 2:47 PM

To: Garcelon, Jennifer <JGarcelon@co.clallam.wa.us>; Reed, Janine <jreed@co.clallam.wa.us>; Majors, Benjamin <benjamin.majors@co.clallam.wa.us>
Subject: ADU Parcel Size Requirement

Hello All,

The Department of Community Development is in the process of updating the County's Accessory Housing Ordinance, and a public hearing in front of the BOCC is scheduled for March 1st. In preparation for the public hearing, the Commissioners have asked me to look into the current 1.5 acre parcel minimum for detached ADUs in the rural zones. Within the code, there is an exception from this rules for parcels served by community water and sewer services. This leads me to believe that requirement was put in because of concerns related to sizing for septic systems and, potentially, well protection areas.

If this 1.5 acre requirement was reduced to 1.25 or even 1 acre, would Environmental Health be okay with this reduction, and would property owners proposing the development of detached ADUs on 1 acre parcels be expected to obtain any type of certification above and beyond what is already required for 1.5 acre parcels?

Let me know your thoughts!

Holden A. Fleming
Planner
Department of Community Development
223 East 4th Street, Suite 5
Port Angeles, WA 98362
Phone: 360-417-2277

THURSTON COUNTY
WASHINGTON
SINCE 1852

ACCESSORY DWELLING UNITS (ADU)

ENVIRONMENTAL HEALTH REQUIREMENTS

Accessory Dwelling Units (ADUs) must be served by an approved drinking water supply and an approved on-site septic system. If you are proposing to connect an ADU to an existing septic system, contact Thurston County Environmental Health at (360) 867-2673 or EH_Tech@co.thurston.wa.us to discuss options.

DRINKING WATER SUPPLIES

- An ADU may be connected to an existing single-family well if it can meet Certificate of Water Availability (COWA) requirements for a two-connection single-family water supply. COWA requirements can be found at https://www.co.thurston.wa.us/permitting/apps-forms/subapps/Res_subapps/COWA-Single-Fam-2-Party.pdf

- If an ADU is being connected to a water supply that has two or more existing connections, it will likely need to be approved as a public water supply. It is important to note that public water siting standards require wells to have a 100-foot sanitary control area that is free of any development and potential sources of contamination. Public water supply requirements can be found at https://www.co.thurston.wa.us/health/ehdw/public.html

- If an ADU is being connected to an existing public water supply, you will need to contact the water system owner, first. A Certification of Water Availability (COWA) will be required as part of the permit review process. COWA requirements can be found here: https://www.co.thurston.wa.us/permitting/apps-forms/subapps/Res_subapps/COWA-Public.pdf

WASTEWATER DISPOSAL

- The property must meet minimum land area requirements as outlined here: https://www.co.thurston.wa.us/health/ehadm/pdf/Article_IV_Int.pdf. A minimum of two or four acres is needed to support an ADU served by a two single-family well and on-site septic system.

- In most instances a new on-site septic system is needed to serve an ADU. Most existing septic systems were not designed and installed to accommodate a second residence.

- Any existing on-site septic system will need to be reviewed and approved for the addition of an ADU.

- To search for your on-site septic system records, please visit: https://weblink.co.thurston.wa.us/dspublic/customsearch.aspx?searchname=search&cr=1

04.02.21

Public Health & Social Services Department | Environmental Health Division
2000 Lakeridge Drive SW, Building 1, Olympia WA 98502
Phone (360) 867-2673 Fax (360) 867-2660 | TDD Line for the hearing impaired (360) 867-2603

THURSTON COUNTY
WASHINGTON
SINCE 1852

ACCESSORY DWELLING UNITS (ADU)
Frequently Asked Questions

04.02.21

On December 15, 2020 the Board of County Commissioners adopted Ordinance 15952 to allow Accessory Dwelling Units (ADUs) in rural unincorporated areas of Thurston County when density requirements for the underlying zoning district, regulations, and standards pertaining to ADUs can be met.

Below are commonly asked questions for ADUs in rural Thurston County. Due to various zoning district designations, development regulations, design standards, and scenarios types, not every scenario is described. Refer to the ADU information sheet for guidance on conducting research prior to submitting a Residential Building Permit Application to the Building Development Center (BDC).

What is an ADU?
An ADU is a small, separate, home built on the same lot as a single-family home. ADUs can be an addition to a single-family home, a conversion of a basement, an attached or detached garage or outbuilding, or a new detached structure. An ADU includes a kitchen, bedroom(s), and bathroom. ADUs are smaller in size than the main home on the lot.

Where are ADUs allowed?
ADUs are allowed in rural, unincorporated areas of Thurston County and within the Urban Growth Areas of Olympia, Lacey, Tumwater, and Grand Mound when all regulations and standards pertaining to ADUs can be met.

What are the first steps if I am considering an ADU?
Refer to the ADU information sheet at Accessory Dwelling Unit (ADU), Thurston County Permitting for guidance on conducting research and how to apply.

How many ADUs are allowed on a parcel?
Only one ADU shall be allowed on a residential parcel in conjunction with a single-family home. ADUs are not allowed on parcels with an existing mobile or manufactured home permitted as a Family Member Unit or any other accessory residential structure.

What ADU types count as a dwelling unit for the purpose of calculating density?
- Attached ADU – Does not count as a dwelling unit for the purpose of calculating density
- ADU Conversion – Does not count as a dwelling unit for the purpose of calculating density.
- Detached ADU – Counts as a dwelling unit for the purpose of calculating density and will need to meet the minimum lot size requirements under the applicable zoning district

Is a new detached ADU allowed on a parcel less than 10 acres in size in the RRR 1/5 zoning district?
The RRR 1/5 zoning district requires a minimum lot size of 10 acres. Therefore, the minimum density requirements would not be met to allow for an ADU.

Are critical areas deducted from the total acreage calculations when calculating density?
Some zoning districts require critical areas (not buffers) to be deducted from the total acreage calculations. For example: A 10-acre parcel in the RRR 1/5 zoning district with wetlands would not meet density requirements for a new detached ADU.

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Can I use my existing well and septic system for the ADU?
ADUs must be served by an approved drinking water supply and an approved septic system. Visit Thurston County Environmental Health for information regarding on-site septic system and water system requirements for an ADU. You can also email EH_Tech@co.thurston.wa.us or call (360) 867-2673 for assistance.

Can I use my existing driveway or install another driveway for the ADU?
Contact the Public Works Department, Development Review Division at DevRev_Tech@co.thurston.wa.us or (360) 867-2050 for information.

Why are rural ADU regulations different from city or UGA regulations?
Rural areas are subject to more limits on density than in cities and UGA's. Rural ADU regulations are designed to ensure protection of rural character.

Are ADUs subject to impact fees?
Yes. ADUs are subject to parks and transportation impact fees. ADUs are exempt from school impact fees. Impact fees are collected prior to issuance of a building permit.

How do I apply for an ADU?
After you have conducted your research and are ready to move forward, the following will need to be submitted to the BDC. The applications outline information that must accompany your application.

- Master Application
- Residential Building Permit Application
- On-site Sewage System Application, if proposing a new septic system
- Application fees

What if I still have questions?
Professional friendly staff in the BDC can assist you with your questions. Please visit Thurston County Building Development Center to obtain the applications, permitting information, and hours of operation. You can also email questions to permit@co.thurston.wa.us or call (360) 754-3355 ext. 7288.

MODEL ACCESSORY DWELLING UNIT ORDINANCE RECOMMENDATIONS
Washington State Department of Community, Trade, and Economic Development, January 1994

SECTIONS:

Definitions
Purpose and Intent
Standards and Criteria
Grandfathering
Application Procedures

DEFINITIONS

1. An Accessory Dwelling Unit (ADU) is a habitable living unit that provides the basic requirements of shelter, heating, cooking, and sanitation.

   Comment: The Uniform Building Code (UBC) Sec. 1207 & 1208 lists minimum room sizes for an efficiency unit. The jurisdiction could set up maximum areas in the Standards and Criteria below, if it so desired.

PURPOSE AND INTENT

A. The installation of an ADU in new and existing single-family dwellings (hereinafter principal units) shall be allowed in single-family zones subject to specific development, design, and owner-occupancy standards.

Comment: As required by Senate Bill 5584.

B. The purpose of allowing ADUs is to:

1. Provide homeowners with a means of obtaining, through tenants in either the ADU or the principal unit, rental income, companionship, security, and services.

2. Add affordable units to the existing housing.

3. Make housing units available to moderate-income people who might otherwise have difficulty finding homes within the (city/county).[2]

4. Develop housing units in single-family neighborhoods that are appropriate for people at a variety of stages in the life cycle.

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[2]A parentheses indicates that the jurisdiction needs to insert the appropriate word or term.

5. Protect neighborhood stability, property values, and the single-family residential appearance of the neighborhood by ensuring that ADUs are installed under the conditions of this Ordinance.

STANDARDS AND CRITERIA

A. ADUs shall meet the following standards and criteria:

1. The design and size of the ADU shall conform to all applicable standards in the building, plumbing, electrical, mechanical, fire, health, and any other applicable codes. When there are practical difficulties involved in carrying out the provisions of this Ordinance, the (building official) may grant modifications for individual cases.

   Comment: Construction shall conform to <u>all</u> codes which are required for any new construction.

2. Certification by the (city/county) Health Department that the water supply and sewage disposal facilities are adequate for the projected number of residents must be provided to the building official.

   Comment: More applicable in rural areas for septic and wells. It is actually covered by No. 1 above.

3. Any additions to an existing building shall not exceed the allowable lot coverage or encroach into the existing setbacks.

   Comment: Planning ordinance already in place in most jurisdictions.

4. The ADU may be attached to, or detached from, the principal unit.

   Comment: Jurisdictions need to survey their existing housing stock and neighborhood standards to determine where and how ADUs would best fit their housing needs. This would allow the most diversity of choice and honor the uniqueness of each site.

5. Only one ADU may be created per residence in single-family zones. Multiple detached ADUs may be created in (agricultural) zones, if one of the occupants of each unit is employed by the property owner.

   Comment: The first sentence is to "maintain single-family appearance." The second sentence is appropriate in agricultural zones.

6. The property owner, which shall include title holders and contract purchasers, must occupy either the principal unit or the ADU as their permanent residence, but not both, for at least (X) months out of the year, and at no time receive rent for the owner-occupied unit.

Comment: Owner-occupied units are better maintained, and therefore the neighborhood will be better maintained. If the owner has to live on site for more than six months out of the year, they could not own more than one ADU. This would eliminate speculators/developers from developing duplexes throughout an area under the guise of calling them ADUs.

7. An ADU may be developed in either an existing or a new residence.

   Comment: This would allow new home builders to plan ahead for "mother-in-law" type units and thus save money now and time and inconvenience later.

8. In no case shall an ADU be more than 40 percent of the building's total floor area, nor more than 800 square feet, nor less than 300 square feet, nor have more than 2 bedrooms, unless in the opinion of the (building official), a greater or lesser amount of floor area is warranted by the circumstances of the particular building.

   Comment: Area limitation. See No. 1 under Definition above. The existing structure, the lot size, or the jurisdiction will determine ADU's size.

9. The ADU shall be designed so that, to the degree reasonably feasible, the appearance of the building remains that of a single-family residence.

   Comment: To maintain single-family appearance. This is a subjective evaluation and unless specific design standards are adopted by the jurisdiction, this may be difficult to consistently apply.

10. The primary entrance to the ADU shall be located in such a manner as to be unobtrusive from the same view of the building which encompasses the entrance to the principal unit.

    Comment: The second entrance is located this way to maintain single-family appearance with an attached ADU. Less restrictive than "no second entry on the street side of the principal unit," but it allows for site restriction that may make a side or rear entry impossible.

11. One off-street parking space, in addition to that which is required by the Ordinance for the underlying zone, shall be provided or as many spaces deemed necessary by the (building official) to accommodate the actual number of vehicles used by occupants of both the primary dwelling and the ADU. Parking spaces include garages, carports, or off-street areas reserved for vehicles.

Comment: Parking requirements may vary from jurisdiction to jurisdiction depending on density of neighborhood, existing neighborhood standards, etc. Other parking options include more than one additional space, tandem parking, or allowing on-street parking.

12. In order to encourage the development of housing units for people with disabilities, the (building official) may allow reasonable deviation from the stated requirements to install features that facilitate accessibility. Such facilities shall be in conformance with the UBC.

Comment: This is an accessibility issue.

GRANDFATHERING

1. Option 1.

ADUs created prior to (date) shall be registered with the (building official) for inclusion into the Certificate of Occupancy Program. Application for registration must contain the name of the owner, the address of the unit, the floor area of the two dwelling units, a plot plan of the property, evidence of the date of establishment of the unit, evidence of the use for the six-month period prior to the application for registration, and a signature of the owner.

Comment: This provision would allow the building official to verify the compliance of the ADU to the codes, and to require changes as necessary.

Option 2.

Ignore.

Comment: It would be difficult, and very time consuming, to determine under which codes the ADU was originally constructed.

APPLICATION PROCEDURE

1. Application for a building permit for an ADU shall be made to the (building official) in accordance with the permit procedures established in Section (00.0000), and shall include:

Comment: For building official's plan check.

a. A letter of application from the owner(s) stating that the owner(s) shall occupy one of the dwelling units on the premises, except for bona fide temporary absences, (for (X) months out of each year).

Comment: This is an owner-occupancy requirement. Limits the owner from "living" in several units at the same time.

2. The registration form or other forms as required by the (building official) shall be filed as a deed restriction with the (county) Department of Records and Elections to indicate the presence of the ADU, the requirement of owner-occupancy, and other standards for maintaining the unit as described above.

   Comment: This is for optional use if the owner-occupancy requirement is adopted.

3. The (building official) shall report annually to the (council) on ADU registration, number of units and distribution throughout the (city/county), average size of units, and number and type of complaint and enforcement-related actions.

   Comment: This is a local jurisdiction option. This provides a tracking mechanism on the number of ADUs to determine if changes to the Ordinance are needed.

4. Cancellation of an ADU's registration may be accomplished by the owner filing a certificate with the (building official) for recording at the (city/county) Department of Records and Elections, or may occur as a result of enforcement action.

5. This Ordinance shall take effect and be in force five days after passage and legal publication.

   Comment: This is a local jurisdiction option.

Appendix B

Summary of Selected Accessory Dwelling Unit Ordinances

City Population	Owner Occupancy Requirement	Location	Size Requirements	Parking Requirements	Public Hearing Required	Design Standards	Allow in New Construction?	Other
Bellevue 99,140	Yes	Attached	Not less than 300 sq. ft.; not more than 800 sq. ft.; ADU shall not exceed 40% of total residence.	1 additional	No	Second entry facing street prohibited.	No (Primary residence must have existed for three years prior to application for ADU permit)	ADU and home occupation not allowed on the same site. No rent may be charged for owner-occupied unit.
Clyde Hill 2,995	Yes	Must be attached to main unit or a detached garage.	Not less than 300 sq. ft.; not more than 900 sq. ft.; ADU shall not exceed 40% of total residence.	1 additional	No	Second entry facing street prohibited. Maintain single-family appearance.	Yes	Utility department must certify that water and sewer facilities are adequate. ADU must have a separate numbered address.
Everett 78,240	Yes	Attached	ADU floor area shall not exceed 35% of total floor area.	3 for principal and ADU	Property owners within 300 ft. may request hearing.	Second entry facing street prohibited. Maintain single-family appearance.	Yes	Separate water and electric meters prohibited. Annual filing of owner occupancy certificate required. When home abuts alley, ADU parking must be off of alley.
Mercer Island 21,270	Principal unit or ADU must be occupied by owner or immediate family member of owner.	Attached or detached.	Not less than 220 sq. ft.; not more than 900 sq. ft.; ADU shall not exceed 40% of primary dwelling, excluding garage.	3 for principal and ADU	No	Second entry facing street prohibited. Additions must be consistent with roof pitch, siding, and windows of principal unit.	Yes	Notice of permit application mailed to property owners within 300 ft. with 14 day comment period.
Richland 35,430	Yes	Attached	Not less than 300 sq. ft.; not more than 800 sq. ft.; ADU shall not exceed 40% of total floor area.	1 additional	No	Second entry within same facade as main entry prohibited.	Yes	ADU may not have separate utility service (except telephone and television).

City Population	Owner Occupancy Requirement	Location	Size Requirements	Parking Requirements	Public Hearing Required	Design Standards	Allow in New Construction?	Other
Spokane 185,600	Yes	Attached	Not less than 300 sq. ft.; not more than 700 sq. ft.; ADU shall not exceed 30% of total floor area or have more than 2 bedrooms.	Must meet standards of underlying zone.	No	Second entry should be on side or rear or "very unobtrusive" from same view encompassing primary entrance.	Yes	Occupancy of ADU limited to family members or persons providing nursing care to owner. Additions for ADU shall not increase sq. ft. of structure by more than 10%. Home occupations prohibited in either principal or ADU unit.
Seattle 531,400	Yes	Attached	Floor area of at least one of the dwelling units shall not exceed 1,000 sq. ft.	2 parking spaces required (1 for primary unit and 1 for ADU)	No	Only one entrance may be located on each front or street side of residence.	Yes	Notice of permit issuance mailed to property owners within 200 ft. explaining standards and procedure for filing complaints.
Tacoma 182,800	Yes	Attached	Not less than 300 sq. ft.; not more than 800 sq. ft.; shall not exceed 33% of total floor area.	1 additional. (Must be located in rear of lot where access is available)	No	Second entry within same facade as main entry prohibited. Additions must be consistent with existing facade, roof pitch, siding and windows.	Yes	Notice of permit issuance mailed to property owners within 400 ft. Home occupations allowed in either ADU or main building, but not both.
Tumwater 11,200	Yes	Within existing (at least 2 years old) attached or detached structures.	Principal and accessory structures must have at least 2,000 sq. ft. gross floor area; ADU shall not exceed 25% of total floor area and can have no more than 2 bedrooms.	1 additional	No	Only one entrance may be visible from front. No external evidence of occupancy by more than one family.	No (may be installed only in structures at least two years old)	No additions to existing floor area allowed for conversion.
Walla Walla 28,730	Yes	Attached or detached	Not more than 800 sq. ft. or 33% of living area of primary structure, whichever is smaller.	1 additional (must be in rear or on a driveway)	No	No more than one entrance on front of house.	Yes	Home occupations prohibited. Reasonable deviations from standards allowed to facilitate accessibility for people with disabilities.

Appendix C

City of Bellevue
Design & Development Department
455-6864

ACCESSORY DWELLING UNIT
Registration Application

INTAKE DATE	TECH INITIALS	PROJECT FILE #

Property Address _____ Zip Code _____

Owner _____ Phone _____

Mailing Address _____ City,State,Zip _____

Legal Description (attach if necessary) _____

Tax Assessor's # _____ Construction of original residence completed in 19 _____

Total square footage of residence (including accessory unit & excluding garage) _____

Square footage of accessory unit only _____

DESIGN & USE REQUIREMENTS: (See section 20.20.120 of the Bellevue Land Use Code for complete regulations)

1. One accessory unit is permitted as a subordinate use within an existing single family dwelling.
2. The primary unit or accessory unit must be owner occupied.
3. Only homes at least 3 years old at the time of application may have an accessory unit.
4. The accessory unit must be a least 300 sq. ft. and not more that 800 sq. ft unless approved by the Design & Development department. The accessory unit cannot exceed 40% of the total living area (excluding garage) of the residence, including the accessory unit.
5. Total residents of both units must not exceed City's definition of family (6 unrelated individuals).
6. Off-street parking equal to one more than required by underlying zoning (typically 3 total spaces) must be provided.
7. Only one front door entrance; additional entrances are permitted on the side and rear of the house.
8. Accessory units are not permitted in structures detached from the primary residence, including but not limited to guest cottages, detached garages, or workshops.
9. The accessory unit must meet all technical code standards (Title 23, BCC, including building, electrical, fire, and plumbing code requirements).
10. A site may not contain both an accessory unit and a business subject to the regulations in 20.30N for a Class A or Class B Home Occupation Permit.
11. An accessory unit may not be subdivided or otherwise segregated in ownership from the primary residence.
12. After approval by the City of Bellevue and registration with King County, all neighbors within 200 feet of the residence will be notified of the existence of the accessory dwelling unit.

I certify that I am the owner of the residence and have read the Design & Use requirements listed above. I also certify that the information I have given is correct and that I now comply and will continue to comply with all the above listed requirements.

Signed by Owner _____

FOR OFFICE USE ONLY

☐ Approved ☐ Approved > 800 sf ☐ Denied

Design & Development Date

ACCESSORY DWELLING UNIT (ADU)
Code Compliance Inspection

2/94

Your ADU must be inspected by a Code Compliance Officer prior to final occupancy approval. This inspection is separate from the building inspection required for all remodeling permits. Please contact the Code Compliance Officer assigned to your ADU permit, or call 455-6875 to schedule an inspection. ▪ If you have any questions concerning your application submittal, please visit or call the Permit Center (455-6864) between 8 a.m. and 4 p.m., Monday through Friday (Wednesday, 10 to 4).

The Code Compliance Officer will inspect for the following minimum technical code standards necessary for ADU approval:

INSPECTION CHECKLIST	MINIMUM STANDARDS
Exit Facilities and Emergency Escapes	1. For every sleeping room -- At least one operable window or door approved for emergency escape directly to the outside and conforming to the following unobstructed dimensions: -- Minimum net clear openable area 5.7 sq. ft. -- Minimum net clear openable height 24 inches -- Minimum net clear openable width 20 inches -- Minimum finished sill height above floor 44 inches 2. Bars, grills, or grates -- Equipped with approved release mechanisms which are openable from the inside without the use of a key or special knowledge or effort.
Light and Ventilation	1. Natural light for all rooms -- Exterior glazed openings with an area not less than one-tenth of the floor area of the room, with a minimum of 10 square feet. 2. Natural ventilation for all rooms -- Openable exterior openings with an area of not less than one-twentieth of the floor area of the room, with a minimum of 5 square feet. 3. Natural ventilation for bathrooms, laundry rooms, and similar rooms -- Openable exterior openings with an area not less than one-twentieth of the floor area of the room, with a minimum of 1½ square feet **OR** -- A mechanical ventilation system connected directly to the outside, capable of providing 5 air changes per hour. The point of discharge of exhaust air must be at least 3 feet from any opening into the building.

(OVER)

Room Dimensions	1. Ceiling height -- Not less than 7 feet 6 inches. **Exception:** Kitchens, halls, and bathrooms -- not less than 7 feet. 2. At least one room must have not less than 120 square feet of floor area; other rooms (except kitchens), not less than 70 square feet.
Smoke Detectors	1. Installed in each sleeping room **and** at a point centrally located in the corridor or area giving access to each separate sleeping area. 2. Installed in the hallway and in the adjacent room where the ceiling height of a room open to a hallway serving bedrooms exceeds that of the hallway by 24 inches or more.
Efficiency Dwelling Units	Must conform to other requirements of the code, **except** the unit must have: 1. A living room of not less than 220 square feet, with an additional 100 square feet for each occupant of the unit in excess of two. 2. A separate closet. 3. A kitchen sink, cooking appliances, and a refrigerator -- Each having not only a clear working space of not less than 30 inches in front, but also light and ventilation. 4. A separate bathroom containing a toilet, wash basin, and bathtub or shower.
Special Hazards*	1. Visual observation of possible electrical hazards: wiring, switches, outlets, fixtures, panel, etc., that appear unusual. 2. Visual observation of possible mechanical hazards: chimney, woodstove, fireplace, etc. * **Note:** If possible hazards to the life or safety of occupants are noted, a City inspector may be called in to verify conditions, and the owner may be <u>required</u> to make necessary corrections.

After Recording Mail To:

City of Everett
Department of Community Development
and Planning
3002 Wetmore Avenue
Everett, WA 98201

CITY OF EVERETT

ACCESSORY DWELLING UNIT COVENANT

THIS COVENANT is executed this _____ day of _____, 19____, by _____ hereinafter referred to as "Owner."

RECITALS

WHEREAS, Owner is the owner of the following described property on which a prinicipal residential structure and an accessory dwelling unit exist:

_____
_____
_____
_____; and

WHEREAS, Owner has made application to the City of Everett for a permit for an accessory dwelling unit in accordance with the provisions of the City of Everett Zoning Code, Title 19 of the Everett Municipal Code; and

WHEREAS, as a condition of approval of a permit for an accessory dwelling unit Owner is required to provide a covenant in accordance with the provisions of the City of Everett Zoning Code;

NOW, THEREFORE, Owner does hereby covenant and agree as follows:

1. An accessory dwelling unit within Owner's single family residence located on the herein described property is permitted by the City of Everett subject to the conditions set forth in the City of Everett Zoning Code, Chapter 19.39 as amended or hereafter superseded.

2. The permit for the accessory dwelling unit is issued to the Owner personally. This covenant does not run with the land. In addition to the requirements of Paragraph 1 herein, the continued existence of the accessory dwelling unit is predicated upon Owner's continued occupancy of the principal residential structure on the herein described property.

3. In the event there is a violation of any of the conditions of approval of the permit for the accessory dwelling unit, the Owner is to provide for the removal of all improvements added to covent the subject premises to an accessory dwelling unit and provide for complete restoration of the site to a single family dwelling.

OWNER

By: _____

By: _____

STATE OF WASHINGTON)
ss.
COUNTY OF SNOHOMISH)

On this day personally appeared before me _____ to me known to be the individual(s) described in and who executed the within and foregoing instrument, and acknowledged that he/she/they signed the same as his/her/their free and voluntary act and deed, for the uses and purposes therein mentioned.

Dated: _____

_____
(Signature of notary public)

(Seal or stamp)

_____
Title
My appointment expires: _____

dwell.cont.taq

CITY OF EVERETT
ACCESSORY DWELLING UNIT
OWNER'S CERTIFICATE OF OCCUPANCY

FILE # _____

ADDRESS _____

KNOW all men by these presents:

That, the undersigned, deposes and states that the undersigned owns the property described by this certification; and does hereby certify that the undersigned resides at said property as the undersigned's permanent and principal residence. This certification is required by Chapter 19.39 of the Everett Municipal Code as a condition of the continued use of an accessory dwelling unit located within the residence described herein and commonly referred to as _____ (address).

(Legal Description of property on which residence is located)

Dated this _____ day of _____, 19____.

Signature _____ X _____

STATE OF WASHINGTON)
ss
COUNTY OF SNOHOMISH)

On this _____ day of _____, 19___, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared _____ and _____, executed the within and foregoing dedication, and acknowledged the said dedication to be of free and voluntary act for the uses and purposes therein mentioned in this instrument.

Dated: _____

_____
(Signature of notary public)

(Seal or stamp)

_____
Title
My appointment expires: _____

City of Redmond
Instructions for Filing Application

DEPARTMENT OF PLANNING & COMMUNITY DEVELOPMENT

GENERAL DEVELOPMENT PERMIT - ACCESSORY DWELLING UNIT

The following information must be submitted with the application:

1. A written description of the interior and exterior modifications that will be done to accommodate the accessory dwelling, the location on site, and the square footage of the accessory dwelling unit.

2. A written statement explaining how this proposal meets the criteria contained in Section 20C.20.012 - Accessory Dwelling Units.

3. A copy of any covenants, conditions and restrictions (CC & R's) affecting the property. If there are no CC & R's affecting the property, a written statement that indicates no CC & R's affect the proposal shall be submitted.

4. Legal description and King County Tax Assessment Number for the property.

5. Vicinity map showing location of subject property.

6. Names and addresses of adjoining property owners (available from King County Assessor's Office).

7. A site plan showing dwelling location, elevation changes to dwelling, if any, and location of parking to serve accessory unit. (15 copies required)

8. Explanation of any modifications to existing codes or standards if proposed.

9. Affidavit of ownership/occupancy and parking status.

10. Additional information may be required by the Technical Committee. The applicant will be notified in writing if necessary.

NOTE: Approval of the General Development Permit does not exempt the proposal from any covenant, condition or restriction which may be in effect at the time of issuance. It is the owners responsibility to comply with any CC & R's; City review of covenants are not intended to be a determination of compliance.

Rev. 10/10/90

c:\Forms\Form80

AFFIDAVIT OF OWNER - OCCUPANCY AND ON-SITE PARKING

I understand that for the purposes of establishing an accessory dwelling unit in the City of Redmond the single family dwelling in which such a unit is created must be owner-occupied, per Section 20C.20.012(10) of the Redmond Community Development Guide.

"Owner-occupied" shall be defined as the primary, established, fixed, or permanent dwelling place owned by a person in which he or she lives and intends to be his or her legal residence and to which he or she intends to return despite temporary residences elsewhere or despite temporary absences.

Also, Section 20C.20.012(15) Parking - stipulates that the dwelling in which the accessory dwelling unit is provided shall have adequate off-street parking, in addition to that which is provided for the single family dwelling. One additional off-street parking space must be provided for the accessory dwelling unit. Off-street parking includes private garages, carports, or off-street areas reserved for vehicles.

I hereby acknowledge compliance with the owner-occupancy and parking provisions of the Redmond Community Development Guide, Section 20C.20.012 Accessory Dwelling Units.

_____
Signature of Applicant

20C.20.012(25) Penalty for Violations - In addition to all other penalties provided elsewhere in the Redmond Municipal Code and Community Development Guide, each owner of a structure who maintains or permits an accessory unit therein in violation of any provision of this Section 20C.20.012, shall be subject to a civil penalty in the amount of One Hundred Dollars ($100) per day, for each day the violation is allowed to persist after receiving notice thereof from the Code Administrator.

Application to Establish an Accessory Dwelling Unit

Project Number _____ _____

Address _____

Owner _____ Daytime Phone # _____

Assessor's Parcel Number _____

Submit this form along with required plans and other documents.

Parking Waiver Request, if necessary

1000 Max. sq. ft. Waiver Request, if necessary

Name(s) of Tenant(s) _____ Phone: _____

_____ Phone: _____

_____ Phone: _____

Owner Occupancy Certificate, completed and notarized

Date Unit was Created (to best of your knowledge): _____

Value of Construction Work Needed to Legalize Unit: _____

Copy of the Contractor's Registration/Lien Law Form (completed)

Copy of Agent's Authorization Letter from Owner (if agent)

Applicant's Name _____ Date received _____
(PLEASE PRINT)

Applicant Signature _____ Date signed _____

Relationship of applicant: (circle one) owner, agent, architect, contractor, engineer

Receipt # _____ Date of receipt _____

For DCLU Use only

Project #	Address	Zone	Type	Parking Waiver?	Granted?	Parking Spaces Provided	Size of Unit	HOUSING/ZONING		
								OK No corrections	OK w/checklist	Denied

NOTICE OF ISSUANCE OF A PERMIT

for an

SAMPLE

ACCESSORY DWELLING UNIT

Dear Resident:

Although accessory dwelling units have existed in the City of Seattle for many years, the City's Land Use Code did not allow for their legal establishment until the enactment of new legislation effective December 1, 1994. The City Council decided to allow these units in single family homes in order to promote availability of affordable housing. The Council established a number of regulations and safeguards to ensure that these units can be accommodated appropriately in single family neighborhoods.

This notice is to inform you that your neighbor at _____ has been issued a permit for an accessory dwelling unit. The unit complies with the standards and conditions of the legislation and has been inspected by the Department of Construction and Land Use.

Proj. No. _____ Permit No. _____ Issue Date: _____

Project description:

Permit to establish an accessory dwelling unit in a single family residence.

REQUIREMENTS FOR MAINTAINING THE USE

Standard Requirements:

1. One unit must be owner-occupied.
2. One accessory unit is permitted per lot.
3. One off street parking space for each unit is required. Waivers are available.
4. Accessory unit may not be located in a detached structure.
5. Accessory unit may not exceed 1000 sq. ft. Waiver for size is available for an existing unit that becomes legal.
6. If unrelated persons occupy either unit, the maximum number of persons for the whole structure is eight. If all persons in each unit are related, there is no maximum number of persons. (This will allow two separate households, unrelated to each other, to occupy the structure with no maximum number of related persons per unit.)
7. Only one entrance may be located on each front or street side unless the entrance already existed as of January 1,1993.
8. Accessory Dwelling Unit permit must have a final permit inspection within no more than 2 years from the date of application.

Special Requirements and/or Waivers Granted for this Project:

_____

This permit will continue to be in effect unless revoked by the owner or by the City as a result of code compliance action for violations of the Accessory Dwelling Unit requirements. Violations of the above standard and special requirements can be reported to the Housing and Zoning Enforcement Division at 684-7899.

To obtain general information about Accessory Housing in the City of Seattle or about the application process, please call 684-8850 and ask to speak to a Land Use Technician.

Application to Legalize an Accessory Dwelling Unit

Project Number _____

Address _____

Owner _____ Daytime Phone # _____

Assessor's Parcel Number _____

I have provided the following required information and documents:

2 sets of: **Floor Plan of the Accessory Unit**, showing:
- each room with its use and dimensions
- ceiling heights called out
- emergency egress in all sleeping rooms, with egress dimensions, including sill height of any egress windows
- location of smoke alarms
- location of entrance to unit
- (1/4" = 1' Minimum scale)

Heat Source for Accessory Unit

Floor Plan of rest of house - showing room uses and dimensions

Plot Plan showing:
- location of house on property
- entrances to the two units
- parking location with dimensions of spaces and access
- (1/8" = 1' Minimum scale)

and,

Parking Waiver Request, if necessary

1000 Max. sq. ft. Waiver Request, if necessary

Name(s) of Tenant(s) _____ Phone: _____

_____ Phone: _____

_____ Phone: _____

Owner Occupancy Certificate, completed and notarized

Date Unit was Created (to best of your knowledge): _____

Value of Construction Work Needed to Legalize Unit: _____

Copy of the Contractor's Registration/Lien Law Form (completed)

Copy of Agent's Authorization Letter from Owner (if agent)

Applicant's Name _____ (PLEASE PRINT) Date received _____

Applicant Signature _____ Date signed _____

Relationship of applicant: (circle one) owner, agent, architect, contractor, engineer

Receipt # _____ Date of receipt _____

For DCLU Use only

Project #	Address	Zone	Type	Parking Waiver?	Granted?	Parking Spaces Provided	Size of Unit	HOUSING/ZONING OK No corrections	OK w/checklist	Denied

ACCESSORY DWELLING UNIT
CONCOMITANT AGREEMENT

This AGREEMENT, entered into this _____ day of _____, 1995, by and between _____, hereinafter referred to as the "Applicant" and the CITY OF TACOMA, Washington, a municipal corporation, hereinafter referred to as the "City,"

W I T N E S S E T H:

WHEREAS the Applicant has applied for an Accessory Dwelling Unit (ADU);

WHEREAS the City and the Applicant are both interested in complying with the Land Use Management Plan and the ordinances of the City of Tacoma relating to the provision of ADUs;

WHEREAS the Applicant is the property owner (i.e. title holder or contract purchaser) of the property described as follows:

hereinafter sometimes referred to as the "Site," and

WHEREAS the Applicant has indicated willingness to cooperate with the Building and Land Use Services (BLUS) Division of the City Public Works Department, and the Hearings Examiner of the City to ensure compliance with all City Ordinances and all other local, state, and federal laws relating to the use and development of the Site; and

WHEREAS the City, in addition to civil and criminal sanctions available by law, desires to enforce the rights and interests of the public by this Concomitant Agreement;

NOW, THEREFORE, the Applicant does hereby covenant and agree as follows:

1. The Applicant promises to comply with all terms of this agreement;

2. The Applicant hereby agrees to be bound by and to comply with the following requirements, which shall not be subject to waiver or variance:

A. *Number One* ADU shall be allowed per residential lot as a subordinate use in conjunction with any new or existing single family structure in the City of Tacoma.

B. *Occupancy* Occupancy shall be limited to the following: No more than two persons in a unit of 300-400 square feet, no more than three persons in a unit ranging from 401-600 square feet, and no more than four persons is a unit ranging from 601-800 square feet.

C. *Location* The ADU shall be permitted as a second dwelling unit added to or created within the main building.

D. *Composition* The ADU shall include facilities for cooking, living, sanitation and sleeping.

E. *Size* The ADU, excluding any garage area and other non-living areas such as workshops or greenhouses, shall not exceed 33% of the total square footage of the main building and the ADU combined after modification. The ADU shall not contain less than 300 square feet nor more than 800 square feet.

F. *Ownership* The property owner (i.e. title holder or contract purchaser) must maintain his/her residency in the main building or the ADU. Owners shall sign an affidavit which attests to their residency and attests that at no time shall they receive rent for the owner-residency unit. Falsely attesting owner-residency shall be a misdemeanor subject to a fine not to exceed $5,000, including all statutory costs, assessments and fees. In addition, ADUs shall not be subdivided or otherwise segregated in ownership from the main building.

G. *Design* An ADU shall be designed to maintain the architectural design, style, appearance and character of the main building as a single-family residence. If an ADU extends beyond the current footprint or existing height of the main building, such an addition must be consistent with the existing facade, roof pitch, siding and windows. Only one entrance for the main building is

permitted to be located in the front facade of the dwelling. If a separate outside entrance is necessary for an ADU, it must be located either off the rear or side of the main building. Such entrance must not be visible from the same view of the building which encompasses the main entrance to the main building and must provide a measure of visual privacy.

H. *Parking* One off-street parking space shall be required for the ADU, in addition to the off-street parking required for the main building, pursuant to Section 13.06.350 of the Tacoma Municipal Code. Such parking must be provided in the rear of the lot where adequate access is available. Adequate access shall be defined as a dedicated street or alley with a minimum gravel surface.

I. *Home Occupations* Home occupations shall be allowed, subject to an existing regulations, in either the ADU or the main building, but not both.

J. *Concomitant Agreement* Upon issuance of an ADU permit by the City, a property owner must record with the Pierce County Auditor a Concomitant Agreement. Specific procedures are identified in subjection (B)(5).

K. *Legalization of Nonconforming ADUs* Nonconforming ADUs existing prior to the enactment of these requirements may be found to be legal if the property owner applies for an ADU permit prior to December 31, 1995, and brings the unit up to Minimum Housing Code standards. After January 1, 1996, owners of illegal ADUs shall be guilty of a misdemeanor and upon conviction thereof, subject to a fine not to exceed $1,000, including all statutory costs, assessments, and fees, plus $75 per day after notice of the violation has been made. All owners of illegal ADUs shall also be required to either legalize the unit or to remove it.

3. Applicant agrees and understands that prior to obtaining a final Certificate of Approval, all required improvements shall have been completed and accepted by the City.

4. No modifications of this agreement shall be made unless mutually agreed upon by the parties in writing.

5. The City may, at its discretion, bring a lawsuit to compel specific performance of the terms of this agreement. In addition to all other remedies

available to the City by law, the City reserves the right to revoke its approval of the ADU permit should the Applicant fail to comply with any of the terms and conditions of this agreement.

6. If any condition or covenant herein is not performed by the Applicant, the Applicant hereby consents to entry upon the Site by the City of Tacoma or any entity, individual, person or corporation acting on behalf of the City of Tacoma for purposes of curing said defect and performing said condition or covenant. Should the City in its discretion exercise the rights granted herein to cure said defect, the Applicant, his successors and assigns, consent to the entry of the City on the above described property and waive all claims for damages of any kind whatsoever arising from such activity and the Applicant further agrees to pay the City all costs incurred by the City in remedying said defects or conditions. The obligations contained in this section are covenants running with the land, and burden the successors and assigns of the respective parties. Upon the sale of the property a new owner shall be required to sign a new affidavit of residency pursuant to Tacoma Municipal Code 13.06.196B.3.

7. In the event that any term or clause of this agreement conflicts with applicable law, such conflict shall not affect other terms of this agreement which can be given effect without the conflicting term or clause, and to this end, the terms of this agreement are declared to be severable.

IN WITNESS WHEREOF the parties hereto have executed this agreement as of the day and year first above written.

CITY OF TACOMA

Attest:

_____ By:_____
City Clerk MAYOR

Legal Description Approved:

_____
Director of Planning (Applicant Name)

Approved as to form:

_____ By:_____
Assistant City Attorney Title:_____

STATE OF WASHINGTON)
)ss.
County of Pierce)

I, THE UNDERSIGNED, a Notary Public in and for the State of Washington, do hereby certify that on this ____ day of _____, 19____, personally appeared before me _____, to me known to be the individual(s) who executed the above instrument, and acknowledged said instrument to be their free and voluntary act and deed, for the uses and purposes above mentioned.

GIVEN under my hand and official seal the day and year last above written.

_____
NOTARY PUBLIC in and for the state of Washington, residing at:_____
My commission expires:_____

AGENDA ITEM SUMMARY

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

14
3/21/22

Department: BOCC

WORK SESSION ☒ **Meeting Date: 3-21-22**

REGULAR AGENDA ☒ **Meeting Date: 3-29-22**

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:
A vacancy exists on the Marine Resources Committee due to a new position.
A press release was issued during January 2022 soliciting applications from interested citizens. No applications were received.
Due to the district boundary line adjustment between districts 1 and 2 during the 2021 redistricting process member Lance Vail resigned from his position as the District II Alternate representative and requested to be appointed as the District I Alternate representative.
The Director of the Department of Community Development endorses the appointment of Lance Vail to the Marine Resources Committee – District I Alternate representative.

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

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

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

Name of Employee/Stakeholder attending meeting: BOCC and DCD

Relevant Departments: BOCC and DCD

Date submitted: 3-15-22

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

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

RESOLUTION _____, 2022

APPOINTING A MEMBER TO THE MARINE RESOURCES COMMITTEE

THE BOARD OF CLALLAM COUNTY COMMISSIONERS finds as follows:

1. A vacancy exists on the Marine Resources Committee due to a new position.

2. A press release was issued during January 2022 soliciting applications from interested citizens. No applications were received.

3. Due to the district boundary line adjustment between districts 1 and 2 during the 2021 redistricting process member Lance Vail resigned from his position as the District II Alternate representative and requested to be appointed as the District I Alternate representative.

4. The Director of the Department of Community Development endorses the appointment of Lance Vail to the Marine Resources Committee – District I Alternate representative.

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

1. **Lance Vail** is appointed to serve as the District I Alternate representative for a term ending December 31, 2025.

PASSED AND ADOPTED this 29th day of March 2022

BOARD OF CLALLAM COUNTY COMMISSIONERS

_____
Mark Ozias, Chair

_____
Randy Johnson

_____
Bill Peach

ATTEST:

_____
Loni Gores, CMC, Clerk of the Board

A22.164
Appointee
DCD

DRAFT

15
3/21/22
2e

AGENDA ITEM SUMMARY

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

Department: Finance

WORK SESSION ☒ **Meeting Date:** **03/21/2022**

REGULAR AGENDA ☒ **Meeting Date:** **03/22/2022**

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

Item summary:

☐ Call for Hearing
☒ Contract/Agreement/MOU - Contract # 19961.21.002
☐ Resolution
☐ Proclamation
☐ Budget Item
☐ Draft Ordinance
☐ Final Ordinance
☐ Other Monthly Review

Documents exempt from public disclosure attached: ☐

ARPA SUBRECIPIENT AGREEMENT AMENDMENT 2—CLALLAM ECONOMIC DEVELOPMENT COUNCIL FOR PROVISION OF ECONOMIC ASSISTANCE GRANTS TO SMALL BUSINESSES AND NONPROFITS:

As reported by Commissioner Peach in his report to the BOCC during the March 8, 2022 BOCC meeting, the Clallam EDC Lifeboat 3 Grant Selection Committee completed its review and approval of 49 eligible applications received for the third and final round of Lifeboat 3 funding available under the ARPA Subrecipient Agreement between the County and Clallam EDC. Following the same scoring criteria/methodology used in the previous two rounds of the Lifeboat 3 program, the EDC Grant Selection Committee has proposed the awarding of $643,916 of funds broken down as follows:

- Sequim—7 businesses totaling $103,933;
- Port Angeles—10 businesses totaling $108,525;
- County West End—10 businesses totaling $143,000;
- Non-Profits—10 non-profits totaling $140,000 (5 in Sequim for $55k, 1 in Forks for $20k, and 4 in PA for $65k);
- Startup Businesses—12 businesses totaling $148,458 (6 in PA for $70k, 6 in Sequim for $78.5k)

TOTAL PROPOSED ROUND 3 LIFEBOAT 3 GRANTS--$643,916

On March 14, 2022, Clallam EDC submitted this final round of proposed grants for review by County staff. We anticipate completing this review and finalizing amounts to be distributed to EDC for awarding Round 3 funds based on confirmed eligible recipients by the end of March with funds expected to be distributed in early April.

To date, the County and EDC have distributed a total of $2,541,936 of ARPA–funded Lifeboat 3 awards to recipients (including $469,064 for child care service license exempt and non-license exempt providers), leaving $388,064 remaining to fund this last round of Lifeboat 3. As a result, the amount of this third round of Lifeboat 3 proposed awards exceeds the amount of remaining funding available under the original ARPA Funding committed in this subrecipient agreement by **$255,852**.

Consequently, the EDC and the EDC Lifeboat 3 Grant Selection Committee are requesting an additional allocation of ARPA funds to cover this funding shortfall. This request is being made in the interest of insuring consistency in grading of applications across all three rounds of funding, avoiding unfairly reducing award levels provided to Round 3 Lifeboat 3 recipients as compared to earlier rounds, avoiding penalizing applicants that had previously applied for funding but could not fully satisfy all eligibility criteria until Round 3, and to avoid turning away eligible recipients in need of this assistance due to insufficient funding being available, most of which have not received any funding assistance to date.

To respond to this request, attached for your review and approval is a second amendment to the ARPA Subrecipient Agreement for Small Business & Nonprofit Economic Assistance Grants with Clallam EDC which was executed by the County on August 10, 2021 and subsequently amended on December 21, 2021. This proposed amendment will accomplish the following:

- Increase the total committed ARPA funding for the EDC Lifeboat 3 program from $3,000,000 to $3,255,852, an increase of $255,852;

- The amount allocated to child care provider small businesses, non-profits and special districts will be reduced from $500,000 to $469,064 to reflect the actual distribution of Lifeboat 3 child care provider funds awarded to all eligible applicants by EDC earlier this year, with the $30,936 of unutilized child care-allotted funds being repurposed for this final round of Lifeboat 3 funding to non-child care small businesses and non-profits;

- EDC's compensation under this subrecipient will remain the same, capped at $300,000. However, as a result of the total ARPA funding increase, EDC's indirect rate will be effectively decreasing from 10% to approximately 9.21%, thus requiring a minor change in the Attachment E—"Compensation" section of the original agreement.

All of other terms and conditions of the original agreement, as subsequently amended, are unchanged.

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 additional funds will be needed as sufficient budgeted funds exist within the ARPA special revenue fund's unanticipated services to cover this increase.

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

We request the Commissioner's approval to execute this amendment during the 03/22/2022 BOCC meeting so that staff can proceed in releasing these additional funds requested once staff has completed its review of the Round 3 A-19 submission.

County Official signature & print name: _____Mark Lane_____

Name of Employee/Stakeholder attending meeting: _____Mark Lane, Rich Meier, Chelsea Millar, Colleen McAleer (Clallam EDC)_____

Relevant Departments: ____Finance, BOCC_____

Date submitted:

March 16, 2022

Contract __19961.21.002_____

ARPA SUBRECIPIENT AGREEMENT AMENDMENT #2

THIS AMENDMENT is entered into between CLALLAM COUNTY, a political subdivision of the State of Washington, (hereinafter called "County" or "Clallam County") and Clallam County Economic Development Council, an Associate Economic Development ("ADO") within Clallam County ("Subrecipient"), and changes the following attachments to the agreement entered into on August 10, 2021, as subsequently amended by Amendment 1 on December 21, 2021.

This Amendment is comprised of the text found on Attachment 1.

The term of this Amendment shall commence on the 15th day of March, 2022 and shall terminate as provided elsewhere in the Agreement.

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

SUBRECIPIENT

_____

Print name: Colleen McAleer

Title: Executive Director

Date: _____ 20

CLALLAM COUNTY BOARD OF COMMISSIONERS

_____

Mark Ozias, Chair

Originals: BOCC
Clallam EDC
Finance Department

THIS CONTRACT HAS BEEN APPROVED AS TO FORM BY THE CLALLAM COUNTY PROSECUTING ATTORNEY. APPROVED BY DEE BOUGHTON ON 03/16/2022

AMENDMENTS TO THE ORIGINAL AGREEMENT

Item 2, page 2, is amended to read as follows:

2. ARPA Funds. The County agrees to provide the Subrecipient a total sum not to exceed $3,255,852 to be used for provision of small business and non-profit economic support grants, with $469,064 to be specifically allocated for small businesses, nonprofits and special districts that provide child care services, and for reimbursement of the Subrecipient's indirect administrative costs as specified in Attachment E, conditioned on the requirement that such funds will be disbursed by the Subrecipient to eligible organizations no later than December 31, 2024 based on eligibility criteria outlined in Attachment D."

1st Paragraph, of Attachment D "Scope of Work" is amended to read as follows:

"The Board of Commissioners is directing up to $3,255,852 to small business and non-profit relief using federal ARPA funding, of which $469,064 is to be allocated specifically to small businesses, nonprofits and special districts that provide child care services in Clallam County, with the remaining $2,786,788 allocated to (i) other eligible small businesses and nonprofits located in Clallam County whose operations and financial condition were adversely impacted by the COVID-19 public health emergency, including a reduction in revenues, increase in operating costs related to implementing COVID-19 prevention or mitigation tactics or due to other operating cost increases experienced during the pandemic, business disruption or closure, event cancellation, and/or other similar circumstances during the pandemic that created a financial hardship, and (ii) for reimbursement of the Subrecipient's indirect administrative costs as specified in Attachment E. These funds must be fully distributed by December 31, 2024. The intent of this grant is to provide economic support grants through the Lifeboat3 Program based on applicants meeting the eligible business and non-profit criteria outlined in Item 1 below."

Item #3 of Attachment D is amended to read as follows:

"3. Program Funding and Award Amount

The County shall make $3,255,852 of ARPA funds available to the Lifeboat3 program that will be paid to CCEDC following receipt and approval of monthly A-19 equivalent reimbursement requests submitted by CCEDC detailing the small business and non-profit economic support grants to be disbursed by CCEDC based on eligible applications received, reviewed and certified by the Subrecipient as meeting the eligibility requirements herein until such ARPA funds are depleted. The amount of each economic support grant provided under the Lifeboat3 program shall range as follows:

- For Small Businesses and Non-Profits (Excluding Child Care Service Providers)--from $5,000 up to a maximum of $20,000;

- For Small Businesses, Non-Profits and Special Districts that provide Licensed, Non-Exempt Child Care services in Clallam County-- from $5,000 up to a maximum of $20,000;

- For Small Businesses, Non-Profits and Special Districts that provide Licensed, Exempt Child Care Services in Clallam County--from $5,000 up to a maximum of $60,000.

In the event that CCEDC identifies an applicant for which it believes an award in excess of the aforementioned award maximums is warranted based on the demonstrated severity of the negative economic impact sustained by the applicant due to the COVID public health emergency, the importance of the applicant's business/organization to the local economy of the County, the significance of mitigation actions taken by the applicant during the COVID pandemic for which no prior reimbursement funding was provided, and other relevant factors, the CCEDC may request approval of an award amount higher than the maximum from the County. Approval of such a request will be subject to the County receiving, reviewing and approving of sufficient additional justification and documentation to be provided by the CCEDC that supports the higher requested grant amount to be awarded.

All funds are to be disbursed no later than December 31, 2024."

Attachment E "Compensation" is amended to read as follows:

To achieve the elements outlined in Exhibit A: Scope of Work, CCEDC's compensation for its indirect administrative costs of the program during the contract period shall not exceed 9.21% of the ARPA funding provided to the Subrecipient and disbursed under the program, or up to $300,000, with such compensation to be paid to the Subrecipient by the County as follows:

- 7.06%, or up to $230,000, shall bc paid from the County's Opportunity Fund, with the stipulation that such funds must be applied entirely toward financing the costs of personnel utilized by CCEDC in support of its operations including performance of its duties under this Agreement ; and

- 2.15%, or up to $70,000, shall be paid from the ARPA funds paid to the Subrecipient by the County under this Agreement.

All other terms or conditions of the original Agreement as previously amended, not described or mentioned here remain unchanged and continue to have their full force and effect.

AGENDA ITEM SUMMARY

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

16
3/21/22

Department: Finance

WORK SESSION ☒ **Meeting Date: 3/21/2022**

REGULAR AGENDA ☐ **Meeting Date:**

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 – ARPA Funds for United Way of Clallam County – Clallam Resilience Project

Documents exempt from public disclosure attached: ☐

CLALLAM COUNTY ARPA FUNDS REQUEST RECEIVED FOR UNITED WAY OF CLALLAM COUNTY - CLALLAM RESILIENCE PROJECT

ARPA FUNDING BACKGROUND

In May 2021, the County was awarded $15,020,640 of federal stimulus funding from the Coronavirus State Fiscal Recovery Fund and the Coronavirus Local Fiscal Recovery Funds ("ARPA Funds") under Section 603(b) of the Social Security Act, as amended by Section 9901 of the American Rescue Plan Act ("ARPA Act"). The County received the first half of these funds on May 28, 2021, with the 2nd half of these funds to be disbursed to the County by the US Treasury one year thereafter.

As outlined in the AARPA Interim Final Rule and FAQ guidance provided by the U.S. Treasury, ARPA Funds can be utilized in support of the following purposes

(1) To respond to the COVID-19 public health emergency or its negative economic impacts, including assistance to households, small businesses, and nonprofits, or aid to impacted industries such as tourism, travel, and hospitality;

(2) To respond to workers performing essential work during the COVID-19 public health emergency by providing premium pay to eligible workers;

(3) For the provision of government services to the extent of the reduction in revenue due to the COVID-19 public health emergency relative to revenues collected in the most recent full fiscal year prior to the emergency;

(4) To make necessary investments in water, sewer, or broadband infrastructure; and

(5) To address the disparate impact of COVID-19 on certain populations and geographics, additional eligible services may include:

a. Addressing health disparities and the social determinants of health, including community health workers, public benefits navigators, remediation of lead paint or other lead hazards, and community violence intervention programs;

b. Building stronger neighborhoods and communities, including supportive housing and other services for individuals experiencing housing or food insecurity, development of affordable housing, and housing vouchers and assistance relocating to neighborhoods with higher levels of economic opportunity;

c. Addressing educational disparities exacerbated by COVID-19, including: early learning services, increasing resources for high-poverty school districts, educational services like tutoring or afterschool programs, and supports for students' social, emotional, and mental health needs; and

d. Promoting healthy childhood environments, including: child care, home visiting programs for families with young children, and enhanced services for child welfare-involved families and foster youth

During the July 6, 2021 Continued Work Session with BOCC, the BOCC identified eight priority areas that they indicated support for allocating ARPA Funds to, including:

- Local Small Business and Non Profit Economic Assistance;
- Assistance to Businesses and Non Profits that provide Child Care Services;
- Mental/Behavioral Health;
- Food Security Support to Local Food Banks;
- Affordable Housing/Homelessness Support;
- Residential and Commercial Utility Relief;
- Local Water Systems Infrastructure; and
- Broadband

On March 11th, 2022 County staff met with Minnie Whalen and Christy Smith at United Way of Clallam County - Clallam Resilience Project to discuss their Clallam County ARPA application that was submitted on November 15th, 2021. The Clallam Resilience Project has requested $59,000 for Community Meetings and their Collaborative Learning Academy (CLA).

THE CLALLAM RESILIENCE PROJECT– NOTABLE FACTS RELATED TO THEIR EFFORTS

On March 15th, 2022 United Way of Clallam County – Clallam Resilience Project presented a PowerPoint presentation to the Board of Health in which two Board of County Commissioners were present.

The Clallam Resilience Project works with over fifty organizations to foster resilience for Clallam County residents, organizations and communities by teaching them how to build resilience through fostering

trauma-sensitive care and expanding the understanding of NEAR (Neuroscience, Epigenetics, Adverse Childhood Experiences, and Resilience).

As Clallam County has been impacted by the COVID-19 pandemic, the Clallam Resilience Project has helped to mitigate the negative impacts by adapting their scope, operations and training content to best fit the urgent public behavioral health needs of the overall community.

The Clallam Resilience Project saw an increase in presentation requests during the 2020-2021 school year when asked to host a "Wellness Wednesday", a wellness forum to approximately 80 school staff members aimed at reducing feelings of overwhelmed, isolated and anxious during the COVID-19 pandemic. The Clallam Resilience Project also saw an increase in their cost-free Leadership Committee meetings that allow people to connect around public health information, cost resilience designs and interventions through a trauma sensitive healing center lens. In February 2020 the Clallam Resilience Project had 12 people in attendance; during the COVID-19 pandemic attendance has increased to 50+ persons. The increased participation has expanded meetings from Committee Meetings into Community Meetings, inclusive of all organizations, agencies and affected public community members.

The Clallam Resilience Project was unable to host any Collaborative Learning Academies in 2020 and 2021 due to the COVID-19 pandemic restrictions and are hopeful to once again, host a Collaborative Learning Academy (CLA) in 2022. This CLA would train a new cohort of people (ten agencies), to instill trauma sensitive and healing approaches, practices, systems and environments in their organization for sustainable, long-term public health gain.

The Clallam Resilience Project's purpose is to support trauma sensitive care and public behavioral health throughout Clallam County and will continue to support participants in developing knowledge and skills to instill within their agencies when working to build resiliency for individuals who have and will continue to be, negatively impacted by the COVID-19 pandemic.

WHAT THE ARPA FUNDS WOULD BE USED FOR

The United Way of Clallam County – Clallam Resilience Project is requesting $59,000 of Clallam County ARPA funds to continue to host cost-free Community Meetings to address and heal public behavioral health issues, and to reestablish and provide equitable access to Collaborative Learning Academies.

- $12,000 to support the Community Meetings for personnel staffing ($1,000 per meeting, for a year).
- $47,000 for Reestablishing a Collaborative Learning Academy;
    - $36,000 for stipends to local agencies who attend a Collaborative Learning Academy
    - $11,000 to update supplies and support staff who will be providing the Collaborative Learning Academy to local agencies

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?** ☐

Approval of this request will authorize the release of $59,000 of ARPA funds from the American Rescue Plan Act special revenue fund.

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

Staff requests BOCC guidance on whether they support the provision of Clallam County ARPA funds to be used in support of the United Way of Clallam County - Clallam Resilience Project and Collaborative Learning Academies. If approved, staff can then proceed to contracting phase.

County Official signature & print name: Chelsea Millar

Name of Employee/Stakeholder attending meeting: Mark Lane, Chelsea Millar, Minnie Whalen, and Christy Smith

Relevant Departments: Finance, BOCC

Date submitted: 3/16/2022

DNR meeting 3/21/22 @ 1pm

Clallam County

2021 Quarterly Income Report – Quarter 4

The Washington State Department of Natural Resources manages more than 600,000 acres of state forestlands in Washington. State forestlands generate revenue that helps support counties and local services. The lands are located in 21 counties, though the amount of acreage of trust land varies considerably by county. This report provides county-specific information regarding quarterly revenue from state forestlands.

ALL REVENUE[1] distributed to Clallam County in Calendar Quarter 4 (October 1 - December 31, 2021). Due to the specific date monies are received by the Department and the cutoff dates used by the State Treasurer for wire transfers, the revenue for the current period may be different than actual remittances received by the county.

$2,046,252.62

ALL REVENUE[1] accrued for Clallam County this calendar year, 2021, as of December 31, 2021. For reporting purposes, DNR follows the modified accrual basis of accounting per Generally Accepted Accounting Principles (GAAP). Under this measurement focus, revenues are recognized and recorded when they become both measurable and available, i.e., when invoiced.

$6,720,926.00

NET VALUE[2] of State Forestland timber in Clallam County under contract as of December 31, 2021.

$8,018,525.15

Click here **for 10-Year Revenue History.**

Click here **for detail about timber sales under contract.**

[1] **All revenue refers to distributions from timber and non-timber sources.**

[2] **Net value of timber includes the estimated value of timber currently under contract and does not include the estimated value from non-timber sources.**

There are two types of state forestlands: State Forest Transfer lands, and State Forest Purchase lands.

1. **State Forest *Transfer* Lands.** These are lands acquired by counties through tax foreclosures that were subsequently turned over to the state. The Department of Natural Resources currently manages more than 538,000 acres of these forestlands in trust for 20 counties. Revenue from State Forestlands is distributed in accordance with RCW 79.64.110. Based on population, Skamania and Wahkiakum Counties have different distribution requirements compared with other counties.
2. **State Forest *Purchase* Lands.** State-issued bonds were used to acquire certain parcels of forestland from private owners. Typically, these forestlands had been logged and were in need of active management. Allocation of revenue from these lands was determined when purchase was authorized, as follows: 26.5 percent to the county in which the property is located; 50 percent to DNR for management expenses; and the remaining 23.5 percent to the State General Fund.

State Forestlands

Current as of 04/09/2021

	State Forest Transfer	State Forest Purchase	Total Acres
Clallam	93,018	242	93,260
Clark	26,497	3,850	30,347
Cowlitz	11,083	275	11,358
Grays Harbor	2,315	29,033	31,348
Jefferson	14,706	16	14,722
King	22,908	0	22,908
Kitsap	7,561	79	7,640
Kittitas	0	3	3
Klickitat	20,360	41	20,401
Lewis	39,999	3,069	43,067
Mason	28,344	561	28,905
Okanogan	42	0	42
Pacific	14,839	8,163	23,002
Pierce	8,880	3,339	12,219
Skagit	86,146	2	86,148
Skamania	37,917	4,461	42,378
Snohomish	62,480	1,681	64,161
Stevens	160	41	201
Thurston	20,019	23,531	43,550
Wahkiakum	12,405	0	12,405
Whatcom	29,241	996	30,237
Total Acres	**538,918**	**79,384**	**618,302**

CLALLAM COUNTY

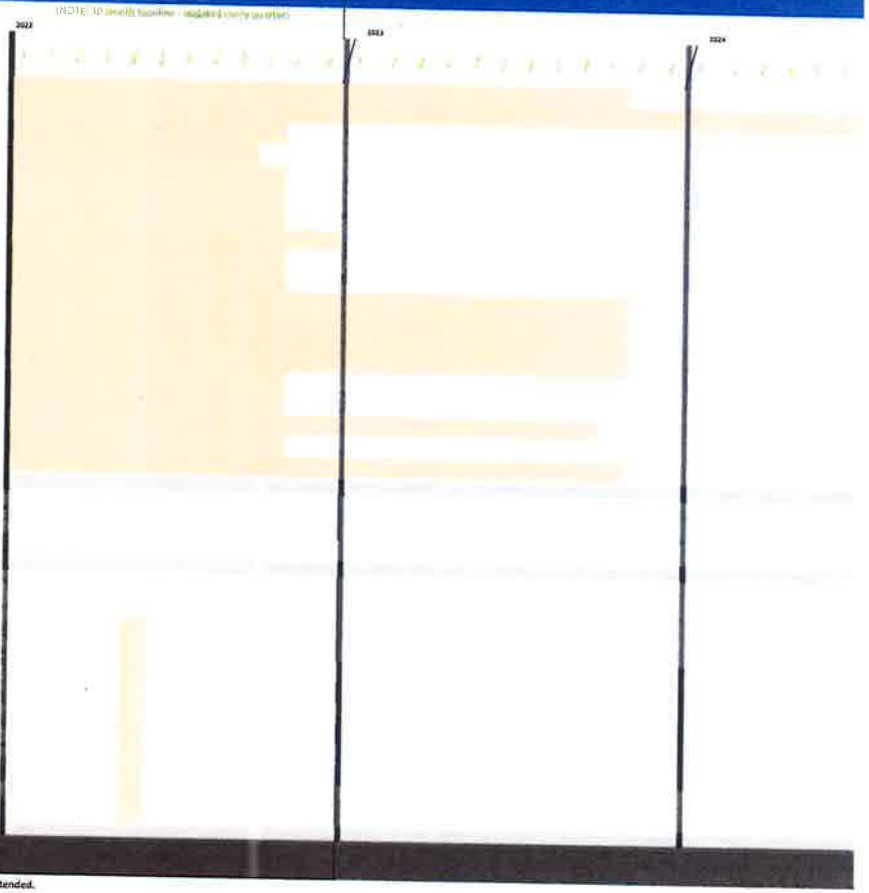
Table 2: STATE FORESTLANDS -TIMBER SALES UNDER CONTRACT

LUMP SUM SALES	Contract #	Total Sale Distributions to the County through 12/31/2021	Estimated Remaining Value to be Distributed to the County	Contract End Date
Foot Trail	97642	1,273,930.73	838,958.30	434,972.43	10/31/2023
Valley Ridge VRH VDT	98103	59,251.50		59,251.50	10/31/2024
Boulderdash	98722	386,278.20	352,889.67	33,388.53	10/31/2022
Spruced Up	98878	216,279.79	67,332.13	148,947.66	9/30/2022
Whiskey Creek Limit	99241	1,383,736.95	260,003.22	1,123,733.73	10/31/2022
Falls Creek	99249	644,907.75	644,907.67	0.08	10/15/2022
South Chicago	99255	1,141,938.00	534,995.58	606,942.42	10/31/2022
Flutterby	99655	569,157.19	225,278.01	343,879.18	12/31/2022
Kings Silver	100646	849,960.75		849,960.75	10/31/2022
Good Golly	100647	136,643.64	42,181.09	94,462.55	10/15/2022
Golly G	100648	681,996.00	547,771.48	134,224.52	10/31/2023
Clark Flats VRH VDT	100651	1,012,872.98	1,007,711.91	5,161.07	10/31/2023
Salty View	100653	1,522,607.10		1,522,607.10	10/31/2023
Soldducking	100655	386,749.70		386,749.70	10/31/2023
Shu Tye	100656	65,628.00		65,628.00	10/31/2022
For What it's Worth	100852	197,116.75	28,824.20	168,292.55	10/31/2022
Tornadder	100885	248,850.00	142,126.86	106,723.14	9/30/2021
Homeward	101114	754,403.48	682,404.74	71,998.74	10/31/2022
Black Diamon	102024	1,837,045.11		1,837,045.11	10/31/2023
Total		13,369,353.60		7,893,968.74	

SCALE SALES	Contract #	Total Sale Distributions to the County through 12/31/2021	Estimated Remaining Value to be Distributed to the County	Contract End Date
No Scale Sales				
Total				

SORT SALES	Contract #	Total Sale Distributions to the County through 12/31/2021	Estimated Remaining Net Value to be Harvested	Harvest Contract End Date
Texas Showdown Sort 1	101616	21,838.87	18,888.20	2,950.67	12/31/2021
Texas Showdown Sort 2	101617	32,970.03	28,332.30	4,637.73	12/31/2021
Texas Showdown Sort 3	101618	8,463.74	7,083.08	1,380.66	12/31/2021
Texas Showdown Sort 4	101619	45,877.17	40,137.43	5,739.74	12/31/2021
Texas Showdown Sort 5	101620	3,078.61	-	3,078.61	12/31/2021
Texas Showdown Sort 6	101621	5,721.36	4,722.05	999.31	12/31/2021
Texas Showdown Sort 7	101622	2,649.92	-	2,649.92	12/31/2021
Texas Showdown Sort 8	101623	-	-	-	12/31/2021
Texas Showdown Sort 9	101624	68.45	-	68.45	12/31/2021
Texas Showdown Sort 10	101795	10,134.40	7,083.08	3,051.32	12/31/2021
Total		130,802.55	106,246.14	24,556.41	

Net Estimated Remaining Value of State Forestland Timber Under Contract	$18,525.15



LUMP SUM SALES Purchaser bids a fixed total sale value. Distributions occur throughout the contract as timber is harvested and invoiced. Contract can be extended.

SCALE SALES Purchaser bids a fixed price per thousand board feet for the biddable species; prices for all other species are set by DNR prior to auction. The total value for scale sales are estimates only, actual value will depend upon the amount of timber volume harvested by species. Distributions occur throughout the contract as timber is harvested and invoiced. Contract can be extended.

SORT SALES 1) Contractor hired by DNR harvests timber, delivers logs to individual purchasers of log sorts, and the harvester is paid for those services from the gross proceeds. Purchaser bids a delivered log value, per thousand board feet. The net value (after payment of harvesting costs) are estimates only until the project is completed. Actual net value will depend upon the amount of timber volume harvested by sort. 2) Distribution occurs once all operations are completed and the sale revenues and expenditures have been audited. Partial distributions may occasionally occur to provide revenue for the beneficiaries, or to meet the statutory requirement to maintain less than $5 million in the Contract Harvest Revolving Fund at the end of each calendar year under RCW 79.15.520. 3) Contracts can be extended.

Estimated Distribution Window	SORTS Contract End Date

If you are interested in more information related to state trust land distribution, please contact:
mona.griswold@dnr.wa.gov 360-374-2800

NOTE: This table shows revenue from timber only. It does not include non-timber revenue.
* This revenue is distributed by the county in accordance with RCW 79.64.110

CLALLAM COUNTY REVENUE PROJECTIONS FOR 2021 (ALL NUMBERS ARE ESTIMATES AND ARE SUBJECT TO CHANGE)

SALES CURRENTLY UNDER CONTRACT.

SALE NAME	CONTRACT NO.	SALE TYPE	SALE DATE	EXP. DATE	Total Volume	TOTAL VALUE	% COUNTY	Total Value to County	TAX DIST.	2018 TRANSFERS	2019 TRANSFERS	2020 TRANSFERS	1st Quarter		2nd Quarter		3rd Quarter		4th Quarter		Yearly Total Wired	SALE TOTAL WIRE TO COUNTY	2022 under contract
													Projected	Wired to County	Projected	Wired to County	Projected	Wired to County	Projected	Wired to County			
AGATE BAY CT	C3000096309	WEIGHT SCALE	6/13/2018	10/31/2021	4,550	$898,829	45.16%	$304,433	153-100%	$29,147	$10,176	$34,194	$0	$54,959	$58,700	$67,333	$50,000	$72,900	$35,724	$25,532	$220,725	$294,242	CLOSED
PARK LINE	C3000097443	LUMP SUM	1/30/2019	10/31/2021	3,373	$602,200	0.86%	$3,884	503-100%	N/A	$3,021	$863	$0	$0	$0	$0	$0	$0	$0	$1	$1	$3,885	CLOSED
OZETTE	C3000097814	LUMP SUM	4/24/2019	CLOSED	3,814	$682,226	100.00%	$511,670	502-100%	N/A	N/A	$398,323	$0	$65,814	$47,533	$0	$0	$47,533	$47,533	$0	$113,347	$511,670	CLOSED
BURNT BLOCK	C3000097513	LUMP SUM	4/24/2019	CLOSED	4239	$1,034,137	14.88%	$115,410	202-100%	N/A	N/A	$104,247	$0	$11,085	$0	$0	$0	$0	$0	$0	$11,085	$115,332	CLOSED
BOULDER DASH	C3000098722	LUMP SUM	8/28/2019	10/31/2022	7202	$924,000	55.74%	$386,278	502-100%	N/A	N/A	$21,416	$0	$47,240	$100,000	$228,328	$55,000	$55,905	$89,294	$0	$331,474	$352,890	CLOSED
FALLS CREEK	C3000099249	LUMP SUM	2/26/2020	CLOSED	6432	$859,878	100.00%	$644,908	302-100%	N/A	N/A	$587,926	$0	$0	$0	$56,981	$0	$0	$0	$0	$56,981	$644,907	CLOSED
FOOT TRAIL	C3000097642	LUMP SUM	3/25/2020	10/31/2022	6472	$1,734,478	97.93%	$1,273,931	101-100%	N/A	N/A	$0	$0	$0	$65,000	$276,073	$0	$165,644	$100,000	$397,241	$838,958	$838,958	$434,972
LONE SPRUCE	C3000091527	LUMP SUM	5/27/2020	CLOSED	3650	$881,233.50	94.29%	$623,186	502-100%	N/A	N/A	$422,954	$0	$205,813	$0	$0	$0	$0	$0	$142	$205,955	$628,909	CLOSED
SPRUCED UP	C3000098878	LUMP SUM	5/27/2020	9/30/2022	7672	$1,922,487.00	14.52%	$209,359	502-100%	N/A	N/A	$1,088	$0	$61,890	$40,000	$0	$0	$4,354	$25,000	$0	$66,244	$67,332	$117,027
SOUTH CHICAGO	C3000099255	LUMP SUM	6/17/2020	10/31/2022	8984	$1,602,720.00	95.70%	$1,150,352	153-100%	N/A	N/A	$0	$0	$142,049	$145,000	$175,083	$50,000	$132,139	$145,000	$80,582	$529,853	$529,853	$620,499
HOT LEAD SORTS	VARIOUS	SORT	6/17/2020	CLOSED	4925	$885,525.00	33.00%	$508,438	503-100%	N/A	N/A	$20	$0	$1,118	$508,438	$509,427	$0	$195	$0	$0	$510,740	$510,760	CLOSED
WHISKY CK. LIMIT	C3000099241	LUMP SUM	8/26/2020	10/31/2022	9692	$2,710,419.57	70.56%	$1,434,354	102-9.05%	N/A	N/A	$5,883	$0	$0	$5,883	$5,883	$0	$7,843	$0	$3,922	$17,647	$23,530	$1,174,351
									153-90.95%	N/A	N/A	$59,118	$0	$0	$59,118	$59,118	$0	$78,824	$0	$39,412	$177,355	$236,473	
POWERLINE ALDER	30-100692	DIRECT SALE	9/10/2020	CLOSED	156	$14,384.85	100.00%	$10,789	153-100%	N/A	N/A	$0	$0	$10,789	$0	$0	$0	$0	$0	$0	$10,789	$10,789	CLOSED
FLUTTERBY	C3000099655	LUMP SUM	10/28/2020	12/31/2022	3282	$1,005,001.00	75.51%	$569,157	102-43.24%	N/A	N/A	$0	$0	$0	$82,035	$0	$0	$0	$21,620	$97,410	$97,410	$97,410	$343,879
									153-56.76%	N/A	N/A	$0	$0	$0	$107,685	$0	$0	$0	$28,380	$127,868	$127,868	$127,868	
KINGS SILVER	C3000100646	LUMP SUM	10/28/2020	10/31/2022	3094	$1,133,281	100.00%	$849,961	202-100%	N/A	N/A	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$849,961
HOMEWARD	C3000101114	LUMP SUM	12/16/2020	9/30/2022	4527	$1,267,000	79.39%	$754,403	502-5%	N/A	N/A	$0	$0	$0	$0	$0	$23,500	$23,406	$6,250	$10,713	$34,119	$34,119	$71,999
									506-95%	N/A	N/A	$0	$0	$0	$0	$0	$446,500.00	$444,732	$118,750.00	$203,553	$648,285	$648,285	
GOOD GOLLY	C3000100647	LUMP SUM	12/16/2020	10/15/2022	6554	$1,936,148	9.41%	$136,644	502-100%	N/A	N/A	N/A	$0	$0	$0	$0	$34,166.00	$37,729	$34,166.00	$4,452	$42,181	$42,181	$94,463
FOR WHAT IT'S WORTH	C3000100852	LUMP SUM	1/27/2021	9/30/2023	5100	$1,188,166	22.12%	$197,117	502-100%	N/A	N/A	N/A	$0	$0	$0	$0	$0.00	$28,824	$50,000.00	$0	$28,824	$28,824	$168,293
SALTY VIEW	C3000100653	LUMP SUM	2/24/2021	10/31/2023	8628	$2,387,841	85.02%	$1,522,607	151-10.47%	N/A	N/A	N/A	$0	$0	$0	$0	$0.00	$0	$0.00	$0	$0	$0	$159,417
									102-19.51%	N/A	N/A	N/A	$0	$0	$0	$0	$0.00	$0	$0.00	$0	$0	$0	$297,061
									153-70.01%	N/A	N/A	N/A	$0	$0	$0	$0	$0.00	$0	$0.00	$0	$0	$0	$1,065,977
TEXAS SHOWDOWN SORTS	VARIOUS	SORT	2/24/2021	4/30/2022	6055	$2,667,956	6.13%	$100,812	202-75%	N/A	N/A	N/A	$0	$0	$0	$0	$0.00	$1,179	$0.00	$79,685	$80,864	$80,864	
									203-25%	N/A	N/A	N/A	$0	$0	$0	$0	$0.00	$393	$0.00	$26,562	$26,955	$26,955	
TOMAUDER	C3000100885	LUMP SUM	3/24/2021	10/31/2022	1853	$331,800	100.00%	$248,850	302- 100%	N/A	N/A	N/A	$0	$0	$0	$0	$0.00	$0	$0.00	$142,127	$142,127	$142,127	$106,723
POWERLINE ALDER 2	C3000102050	DIRECT SALE	3/24/2021	10/31/2021	146.7	$43,465	100.00%	$32,599	153-100%	N/A	N/A	N/A	$0	$0	$0	$32,599	$0.00	$0	$0.00	$0	$32,599	$32,599	CLOSED
SUZY J BLOWDOWN	C3000101178	DIRECT SALE	10/1/2020	CLOSED	214	$13,000	100.00%	$9,750	153-100%	N/A	N/A	N/A	$0	$9,750	$0	$0	$0.00	$0	$0.00	$0	$9,750	$9,750	CLOSED
SADIE HAWKINS	C3000097154	LUMP SUM	5/29/2019	10/31/2021	302	$76,000	100.00%	$57,000	153-100%	N/A	N/A	N/A	$0	$0	$0	$51,496	$0.00	$0	$0.00	$5,503	$56,999	$56,999	CLOSED
CLARK FLATS	C3000100651	LUMP SUM	5/26/2021	10/31/2023	5645	$1,718,846	78.57%	$1,012,873	503- 100%	N/A	N/A	N/A	$0	$0	$0	$0	$0.00	$330,619	$100,000	$677,093	$1,007,712	$1,007,712	$5,161
GOLLY G	C300100648	LUMP SUM	5/26/2021	10/31/2023	2862	$909,328	100.00%	$681,996	502- 100%	N/A	N/A	N/A	$0	$0	$0	$0	$0.00	$547,771	$100,000	$0	$547,771	$547,771	$34,225
WILLEY RIDGE	C3000098103	LUMP SUM	4/28/2021	10/31/2024	8797	$630,000	12.54%	$59,252	302- 100%%	N/A	N/A	N/A	$0	$0	$0	$0	$0.00	$0	$0.00	$0	$0	$0	$59,252
SHU TYE	C3000100656	LUMP SUM	6/16/2021	10/31/2022	1787	$265,888	32.37%	$64,551	502-76%	N/A	N/A	N/A	$0	$0	$0	$0	$0.00	$0	$0.00	$0	$0	$0	$49,058
									503- 24%	N/A	N/A	N/A	$0	$0	$0	$0	$0.00	$0	$0.00	$0	$0	$0	$15,492
BLACK DIAMOND	TBD	LUMP SUM	11/30/2021	10/31/2023	5469	$2,449,393.48	100.00%	$1,837,045	101-55.17%	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	$0	$1,013,498
									102-44.83%	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	$0	$823,547
SOLDUCKING	TBD	LUMP SUM	12/15/2021	10/31/2023	4902	$1,276,717.67	40.39%	$386,750	502-100%	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	$0	$386,750
CENTER 21 THIN	TBD	WEIGHT SCALE	12/15/2021	10/31/2024	4652	$707,187.32	30.00%	$159,117	202-100%	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	$0	$159,117
				TOTALS	145,031	$ 34,759,536		$ 15,857,475		$29,147	$13,197	$1,636,032	$0	$610,507	$1,219,391	$1,462,321	$659,166	$1,979,992	$901,717	$1,921,798	$5,974,618	$7,652,994	$8,050,722

SALES PROJECTED TO BE SOLD IN CALANDAR YEAR 2021 (ALL NUMBERS ARE ESTIMATES AND ARE SUBJECT TO CHANGE)

				TOTALS																			

ALL NUMBERS ARE ESTIMATES AND ARE SUBJECT TO CHANGE

All revenue figures are for calendar years, and already have DNR management fees deducted.

	2021
All Revenue:	$6,464,621
Non-timber:	$490,003
Com. Sites	$423,600
ROW/RUP	$28,628
LEASES	$16,842
SPECIAL FOREST PROD.	$20,933
Timber:	$5,974,618

CLALLAM COUNTY REVENUE PROJECTIONS FOR 2021 (ALL NUMBERS ARE ESTIMATES AND ARE SUBJECT TO CHANGE)

SALES CURRENTLY UNDER CONTRACT.

SALE NAME	CONTRACT NO.	SALE TYPE	SALE DATE	EXP. DATE	Total Volume	TOTAL VALUE	% COUNTY	Total Value to County	TAX DIST.	2018 TRANSFERS	2019 TRANSFERS	2020 TRANSFERS	2021 TRANSFERS	1st Quarter Projected	1st Quarter Wired to County	2nd Quarter Projected	2nd Quarter Wired to County	3rd Quarter Projected	3rd Quarter Wired to County	4th Quarter Projected	4th Quarter Wired to County	PROJECTED 1ST-4TH QUARTER	Yearly Total Wired	SALE TOTAL WIRE TO COUNTY	2023 under contract
AGATE BAY CT	C3000096309	WEIGHT SCALE	6/13/2018	IN AUDIT	4,550	$898,829	45.16%	$304,433	153-100%	$29,147	$10,176	$34,194	$220,725	$0	$95	$0		$0		$0		$0	$95	$294,337	$0
PLEASANT PUSH	C3000096665	LUMP SUM	5/23/2018	CLOSED	6,042	$2,131,406	71%	$1,134,974	101- 15.55%	$17,210	$0	$159,230	$0	$0	$65	$0		$0		$0		$0	$65	$176,505	CLOSED
									102- 84.45%	$93,464	$0	$864,761	$0	$0	$351	$0		$0		$0		$0	$351	$958,576	
PARK LINE	C3000097443	LUMP SUM	1/30/2019	10/31/2021	3,373	$602,200	0.86%	$3,884	503-100%	N/A	$3,021	$863	$1	$0	$0	$0		$0		$0		$0	$0	$3,885	$0
BOULDER DASH	C3000098722	LUMP SUM	8/28/2019	10/31/2022	7202	$924,000	55.74%	$386,278	502-100%	N/A	N/A	$21,416	$331,474	$0	$0	$0		$33,388		$0		$33,388	$0	$352,890	$0
FOOT TRAIL	C3000097642	LUMP SUM	3/25/2020	10/31/2022	6472	$1,734,478	97.93%	$1,273,931	101-100%	N/A	N/A	$0	$838,958	$0	$435,428	$0		$0		$0		$0	$435,428	$1,274,386	$0
LONE SPRUCE	C3000091527	LUMP SUM	5/27/2020	CLOSED	3650	$881,233.50	94.29%	$623,186	502-100%	N/A	N/A	$422,954	$205,955	$0	$0	$0		$0		$0		$0	$0	$628,909	$0
SPRUCED UP	C3000098878	LUMP SUM	5/27/2020	9/30/2022	7672	$1,922,487.00	14.52%	$209,359	502-100%	N/A	N/A	$1,088	$66,244	$0	$31,019	$50,000		$61,008		$0		$111,008	$31,019	$98,351	$0
SOUTH CHICAGO	C3000099255	LUMP SUM	6/17/2020	10/31/2022	8984	$1,602,720.00	95.70%	$1,150,352	153-100%	N/A	N/A	$0	$529,853	$0	$37,865	$200,000		$200,000		$67,634		$467,634	$37,865	$567,718	$115,000
WHISKY CK. LIMIT	C3000099241	LUMP SUM	8/26/2020	10/31/2022	9692	$2,710,419.57	70.56%	$1,434,354	102-9.05%	N/A	N/A	$5,883	$17,647	$0	$7,829	$26,245		$26,245		$40,808		$93,298	$7,829	$31,359	$5,151
									153-90.95%	N/A	N/A	$59,118	$177,355	$0	$78,684	$263,755		$263,755		$410,108		$937,618	$78,684	$315,157	$51,771
FLUTTERBY	C3000099655	LUMP SUM	10/28/2020	12/31/2022	3282	$1,005,001.00	75.51%	$569,157	102-43.24%	N/A	N/A	$0	$97,410	$0	$50,385	$23,782		$24,142		$25,778		$73,702	$50,385	$147,795	$24,610
									153-56.76%	N/A	N/A	$0	$127,868	$0	$66,138	$31,218		$31,691		$33,838		$96,747	$66,138	$194,006	$32,296
KINGS SILVER	C3000100646	LUMP SUM	10/28/2020	10/31/2022	3094	$1,133,281	100.00%	$849,961	202-100%	N/A	N/A	$0	$0	$0	$0	$50,000		$300,000		$414,961		$764,961	$0	$0	$85,000
HOMEWARD	C3000101114	LUMP SUM	12/16/2020	9/30/2022	4527	$1,267,000	79.39%	$754,403	502-5%	N/A	N/A	$0	$34,119	$0	$0	$0		$0		$3,600		$3,600	$0	$34,119	$0
									506-95%	N/A	N/A	$0	$648,285	$0	$0	$0		$0		$68,400		$68,400	$0	$648,285	$0
GOOD GOLLY	C3000100647	LUMP SUM	12/16/2020	10/15/2022	6554	$1,936,148	9.41%	$136,644	502-100%	N/A	N/A	N/A	$42,181	$0	$0	$0		$40,400		$40,463		$80,863	$0	$42,181	$13,600
FOR WHAT IT'S WORTH	C3000100852	LUMP SUM	1/27/2021	9/30/2023	5100	$1,188,166	22.12%	$197,117	502-100%	N/A	N/A	N/A	$28,824	$0	$0	$0		$0		$0		$0	$0	$28,824	$168,293
SALTY VIEW	C3000100653	LUMP SUM	2/24/2021	10/31/2023	8628	$2,387,841	85.02%	$1,522,607	151-10.47%	N/A	N/A	N/A	$0	$0	$0	$0		$26,175		$26,175		$52,350	$0	$0	$107,066
									102-19.51%	N/A	N/A	N/A	$0	$0	$0	$0		$48,775		$48,775		$97,550	$0	$0	$199,510
									153-70.01%	N/A	N/A	N/A	$0	$0	$0	$0		$175,025		$175,025		$350,050	$0	$0	$715,927
TEXAS SHOWDOWN SORTS	VARIOUS	SORT	2/24/2021	IN AUDIT	6055	$2,667,956	6.13%	$100,812	202-75%	N/A	N/A	N/A	$80,864	$0	$0	$0		$0		$0		$0	$0	$80,864	$0
									203-25%	N/A	N/A	N/A	$26,955	$0	$0	$0		$0		$0		$0	$0	$26,955	$0
TOMAUDER	C3000100885	LUMP SUM	3/24/2021	10/31/2022	1853	$331,800	100.00%	$248,850	302- 100%	N/A	N/A	N/A	$142,127	$0	$83,491	$0		$0		$23,232		$23,232	$83,491	$225,618	$0
CLARK FLATS	C3000100651	LUMP SUM	5/26/2021	10/31/2023	5645	$1,718,846	78.57%	$1,012,873	503- 100%	N/A	N/A	N/A	$1,007,712	$0	$0	$0				$5,161		$5,161	$0	$1,007,712	$0
GOLLY G	C3000100648	LUMP SUM	5/26/2021	10/31/2023	2862	$909,328	100.00%	$681,996	502- 100%	N/A	N/A	N/A	$547,771	$0	$0	$0		$0		$0		$0	$0	$547,771	$134,225
WILLEY RIDGE	C3000098103	LUMP SUM	4/28/2021	10/31/2024	8797	$630,000	12.54%	$59,252	302- 100%%	N/A	N/A	N/A	$0	$0	$0	$0		$0		$0		$0	$0	$0	$59,252
SHU TYE	C3000100656	LUMP SUM	6/16/2021	10/31/2022	1787	$265,888	32.37%	$64,551	502-76%	N/A	N/A	N/A	$0	$0	$34,519	$0		$14,540		$0		$14,540	$34,519	$34,519	$0
									503- 24%	N/A	N/A	N/A	$0	$0	$10,901	$0		$4,591		$0		$4,591	$10,901	$10,901	$0
BLACK DIAMOND	C3000102024	LUMP SUM	11/30/2021	10/31/2023	5469	$2,449,393.48	100.00%	$1,837,045	101-55.17%	N/A	N/A	N/A	$0	$0	$0	$0		$241,093		$220,680		$461,773	$0	$0	$551,725
									102-44.83%	N/A	N/A	N/A	$0	$0	$0	$0		$195,907		$179,320		$375,227	$0	$0	$448,320
SOLDUCKING	C3000100655	LUMP SUM	12/15/2021	10/31/2023	4902	$1,276,717.67	40.39%	$386,750	502-100%	N/A	N/A	N/A	$0	$0	$14,640	$0		$0		$0		$0	$14,640	$14,640	$372,109
CENTER 21 THIN	C3000100662	WEIGHT SCALE	12/15/2021	10/31/2024	4652	$707,187.32	30.00%	$159,117	202-100%	N/A	N/A	N/A	$0	$0	$0	$0		$0		$0		$0	$0	$0	$159,117
OVER UNDER	C3000102019	LUMP SUM	1/26/2022	10/31/2023	2889	$1,067,127	100%	$800,345	503-100%	N/A	N/A	N/A	N/A	$0	$0	$0		$0		$0		$0	$0	$0	$800,345
				TOTALS	133,733	$34,349,454		$ 15,902,231		$139,821	$13,197	$1,569,507	$5,172,328	$0	$851,410	$645,000	$0	$1,686,735	$0	$1,783,958	$0	$4,115,693	$851,410	$7,746,263	$3,242,972

SALES PROJECTED TO BE SOLD IN CALANDAR YEAR 2022 (ALL NUMBERS ARE ESTIMATES AND ARE SUBJECT TO CHANGE)

OUTFIELD	TBD	LUMP SUM	5/25/2022	10/31/2024	5559	$1,679,000	98%	$1,234,065	502-60%	N/A	N/A	N/A	N/A	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$740,439
									506-40%	N/A	N/A	N/A	N/A	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$493,626
STRIPED FLY	TBD	LUMP SUM	4/27/2022	10/31/2022	469	$84,420	100%	$63,315	153-100%	N/A	N/A	N/A	N/A	$0	$0	$0	$0	$0	$0	$63,315	$0	$63,315	$0	$0	$0
TYEE RIDGE	TBD	LUMP SUM	6/15/2022	10/31/2023	4720	$960,000	91%	$655,200	503-100%	N/A	N/A	N/A	N/A	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$655,200
TREES A CROWD VDT	TBD	WIEGHT SCALE	6/15/2022	10/31/2025	5654	$339,240	89%	$226,443	102-33%	N/A	N/A	N/A	N/A	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$75,481
									202-34%	N/A	N/A	N/A	N/A	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$75,481
									153-33%	N/A	N/A	N/A	N/A	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$75,481
RIO	TBD	LUMP SUM	8/24/2022	10/31/2024	1373	$343,250	100%	$257,438	101-80%	N/A	N/A	N/A	N/A	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$205,950
									102-20%	N/A	N/A	N/A	N/A	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$51,488
ALDWELL	TBD	LUMP SUM	8/24/2022	10/31/2024	5899	$1,474,750	100%	$1,106,063	102-75%	N/A	N/A	N/A	N/A	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$829,547
									151-5%	N/A	N/A	N/A	N/A	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$55,303
									152-20%	N/A	N/A	N/A	N/A	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$221,213
BIG MACK SORTS	TBD	SORT	10/26/2022	10/31/2024	4011	$1,403,850	100%	$1,052,888	176-50%	N/A	N/A	N/A	N/A	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$526,444
									202-50%	N/A	N/A	N/A	N/A	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$526,444
MORSE SIEBERT DIVIDE	TBD	LUMP SUM	10/26/2022	10/31/2024	1827	$438,480	25%	$82,215	176-100%	N/A	N/A	N/A	N/A	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$82,215
				TOTALS						$139,821	$13,197	$1,569,507	$5,172,328	$0	$851,410	$645,000	$0	$1,686,735	$0	$1,847,273	$0	$4,179,008	$851,410	$7,746,263	$7,857,283

ALL NUMBERS ARE ESTIMATES AND ARE SUBJECT TO CHANGE

All revenue figures are for calendar years, and already have DNR management fees deducted.

	1ST QTR
All Revenue:	$0.00
Non-timber:	$0.00
Com. Sites	
ROW/RUP	
LEASES	
SPECIAL FOREST PROD.	
Timber:	