



WORK SESSION AGENDA

BOARD OF CLALLAM COUNTY COMMISSIONERS

223 East 4th Street Room 160

Port Angeles, Washington

Monday, March 13, 2023 – 9:00 a.m.

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

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

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

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

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

Administration ? 9 a.m.

1. [Calendar/Correspondence](#)
2. [Discussion with Department of Transportation regarding Highway 101 Project](#)
[Discussion](#) 
3. [Letter of support for the Slip Point Light Station](#)
[Letter](#) 
4. [Letter of support for North Olympic Library System Solar Plus Storage](#)
[Letter](#) 
5. [Pre-application questionnaire and Exhibit A Certifications and Assurances document with Washington State Commerce Department for Solar Plus Storage for Resilient Communities Competitive Grant](#)
[Pre-application questionnaire and Exhibit A Certification document](#) 
6. [Clallam County Poet Laureate update](#)
[Update](#) 
7. [Settlement agreement for allocation of funds paid by certain settling opioid manufacturers/pharmacies](#)
[Settlement Agreement](#) 

8. GIS update contract with Earth System Research Institute

Update 

Public Works

9. Resolution establishing a small works and professional/engineering services roster process for Public Works contracts

Resolution 

10. Agreement amendment 3 with Department of Ecology for Stormwater Discharge Phase I Project

Agreement amendment 3 

11. Agreement with Department of Ecology for Puget Sound Nutrient Reduction Agreement regarding the Clallam Bay and Sekiu wastewater treatment plants

Agreement 

12. Request for proposals to be received no later than Tuesday, April 25, 2023 at 10 a.m. for Bullman Beach Water System Project

Request for proposals 

Budget

13. Discussion on proposed budget revisions to be considered on March 28 (5a)*

Budget revisions 

14. Discussion of proposed supplemental appropriations to be considered on March 28 (5b)*

Supplemental appropriations 

15. Discussion of proposed budget emergencies to be considered on March 28 (5c)*

Debatable emergencies 

General Discussion/Items for Future Agendas

- A. Department of Natural Resources Meeting (March 20 at 1 p.m.)
- B. Marine Resources Committee project update (March 27)
- C. Joint Meeting with City of Sequim (March 27 at 5 p.m. at the City of Sequim)
- D. Feiro Marine Life Center Update (April 3)
- E. Joint Meeting with Port of Port Angeles (April 24 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.



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AGENDA ITEM SUMMARY

MAR 13 2023

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

Department: BOCC

WORK SESSION ☒ **Meeting Date:** 3-13-2023 – 9 a.m.

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 - Letter |

Documents exempt from public disclosure attached: ☐

Executive summary:

The Board of Commissioners is requesting that Washington State Department of Transportation (WSDOT) schedule and attend a work session at least quarterly for the next few years as a series of highly-impactful projects are completed and/or planned during the next several years along the Highway 101 Corridor. The Board suggests regular check-ins as a way to improve communication with the wide variety of interested jurisdictions, local governments, Tribal governments, transit agencies, law enforcement and first responders, businesses and residents who will be impacted by these important 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?** ☐
None.

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

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

Name of Employee/Stakeholder attending meeting: Board of Commissioners

Relevant Departments: Board of Commissioners

Date submitted: 3-8-23

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

WSDOT Regional Coordination Invitation Letter 3-13-23

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

Revised: 3-04-2019



AGENDA ITEM SUMMARY

3
MAR 13 2023

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

Department: Parks, Fair, & Facilities

WORK SESSION ☒ **Meeting Date:** 3.13.23

REGULAR AGENDA ☒ **Meeting Date:** 3.21.23

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: <i>Ltr of Support- Slip Point NRHP</i> |

Documents exempt from public disclosure are attached: ☐

Executive summary:

The United States Coast Guard has requested that the Clallam County Board of Commissioners submit a letter of support for the inclusion of Slip Point Light Station in Clallam County to the National Registry of Historic Places (NRHP) to proceed with the ultimate conveyance of said property to Clallam County.

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

The conveyance of the aforementioned property will encumber the county with significant financial capital costs associated with the renovation of the property structures and park development. Furthermore, additional annual operating and maintenance costs will be required.

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

Sign the attached letter of support for The United States Coast Guard's inclusion of Slip Point Light Station in Clallam County to the National Registry of Historic Places (NRHP).

County Official signature & print name:  Don Crawford, Director

Name of Employee/Stakeholder attending meeting: Board of Commissioners

Relevant Departments: Board of Commissioners and Parks, Fair & Facilities Department

Date submitted: 3.8.23

* Work Session Meeting - Submit 1 single sided/not stapled copy USCg Slip Point NRHP Ltr Agenda item summary-Ltr Support for Slip Point NRHP 3.233.13.23

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

Revised: 3-04-2019



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

Board of Clallam County Commissioners

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

RICH SILL, County Administrator

File: A72

March 21, 2023

Kebby Kelley
Deputy Chief
Office of Environmental Management
U.S. Coast Guard
2703 Martin Luther King Jr. Ave. S.E.
U.S. Coast Guard STOP 7714
Washington D.C. 20593- 7714

RE: Slip Point Light Station in Clallam County, WA inclusion in the National Registry of Historic Places

Mr. Kelley,
After reviewing the eligibility of Slip Point Light Station in Clallam County, WA inclusion in the National Registry of Historic Places (NRHP) in accordance with National Historic Preservation Act Section 302104 (54 U.S.C. § 302104) and 36 CFR Part 60 – National Register of Historic Places, the U.S. Coast Guard, we the Clallam County, WA Board of Commissioners, support this nomination.

Sincerely,

BOARD OF CLALLAM COUNTY COMMISSIONERS

Mark Ozias, Chair

Randy Johnson

Mike French

U.S. Department of
Homeland Security

United States
Coast Guard



Commandant
United States Coast Guard

2703 Martin Luther King Jr. Ave SE
U.S. Coast Guard STOP 7714
Washington DC 20593-7714
Staff Symbol: CG-47
Phone: (202) 475-5690
Email: Kebby.Kelley@uscg.mil

5090

RECEIVED
CLALLAM CO. COMMISSIONERS

FEB 09 2023

Mr. Mark Ozias, Chair
Board of County Commissioners
Clallam County
223 E. 4th Street, Suite 4
Port Angeles, WA 98362

MAR 03 2023

1...2...3...A...

SUBJECT: NATIONAL REGISTER NOMINATION FOR THE SLIP POINT LIGHT
STATION IN CLALLAM COUNTY, WASHINGTON

Dear Mr. Ozias:

In accordance with National Historic Preservation Act Section 302104 (54 U.S.C. § 302104), and 36 CFR Part 60 - National Register of Historic Places, the U.S. Coast Guard (USCG) is nominating the Slip Point Light Station in Clallam County to the National Register of Historic Places (NRHP).

Based on information contained in the NRHP registration form, USCG has determined that this property is eligible for the NRHP. A summary of the NRHP nomination is enclosed (Enclosure (1)).

I request Clallam Board of County Commissioners review regarding the eligibility of this property for inclusion in the NRHP. If you wish to provide the USCG with comment regarding this NRHP nomination, please provide that to me within forty-five (45) days of receipt of this letter.

If you require any additional information, please contact Daniel Koski-Karell, Ph.D., at (202) 475-5683.

Sincerely,

A handwritten signature in blue ink that reads "Kebby Kelley".

K. KELLEY
Deputy Chief
Office of Environmental Management
U. S. Coast Guard

Enclosure: (1) Slip Point Light Station NRHP nomination summary.

Copy: CG CEU Oakland (w/o encl)

**NATIONAL REGISTER OF HISTORIC PLACES NOMINATION
SLIP POINT LIGHT STATION
CLALLAM COUNTY, WASHINGTON**

The Slip Point Light Station is under consideration for nomination to the National Register of Historic Places. It is located at Clallam Bay in Clallam County, Washington.

The National Historic Preservation Act of 1966 as amended (54 U.S.C. § 300101 et seq.) authorizes the Secretary of the Interior to expand and maintain a National Register of districts, sites, buildings, structures, and objects significant in American history, architecture, archaeology, engineering, and culture. Federal agencies are charged with identifying, evaluating, and nominating such properties under their control to the National Register of Historic Places (NRHP).

The U.S. Coast Guard has completed a draft NRHP registration form for this property. It has been sent to the Washington State Historic Preservation Officer (WA SHPO) for formal review and comment concerning the Coast Guard's position that the Slip Point Light Station is eligible for inclusion in the National Register. Pursuant to implementing regulations 36 CFR 60.9, we are notifying local officials and others who may have an interest in the property and inviting them to comment on the nomination. The comment period is forty-five (45) days. The property is described below:

Site name and location:

- Slip Point Light Station.
- Located at the Slip Point promontory in the northeastern part of Clallam Bay, approximately 42 miles west of the city of Port Angeles. The property's address is 663 Frontier Street in the community of Clallam Bay.

Point of contact:

- **Commandant (CG-47)**
Attn: Office of Environmental Management
U.S. Coast Guard Stop 7714
2703 Martin Luther King Jr. Avenue SE
Washington, DC 20593-7714

Summary statement of physical characteristics:

The Slip Point Light Station occupies a land parcel amounting to approximately 23.6 acres on the northern shore of the Olympic Peninsula and adjacent to the Strait of Juan de Fuca and Clallam Bay. It includes terrain that may be categorized into three environmental zones. One zone consists of approximately 7.6 acres of steeply sloping forested upland terrain associated with the Slip Point promontory. This zone is in the northern portion of the property and rises to an elevation of approximately 513 feet above sea level. Another zone amounting to

approximately four acres contains level to gently sloping terrain and lies south of the Slip Point promontory. It is largely clear and generally from 10 to 15 feet in elevation. The third environmental zone contains intermittently inundated tideland between the limits of high and low water. It amounts to approximately 12 acres and adjoins the shorelines of the other two zones.

All three environmental zones contain cultural resources that contribute to the Slip Point Light Station's history. The Slip Point Lighthouse archaeological site is designated number 45CA00830 in the Washington Department of Archaeology and Historic Preservation (DAHP) archaeological inventory. Features associated with it are situated in the Slip Point promontory and tideland environmental zones. They include ruins of the Slip Point Lighthouse (fog signal building built in 1904 and light tower built in 1916), a collapsed retaining wall, and concrete piers that supported an elevated walkway used to access the lighthouse. The property's southern environmental zone contains light station buildings. These include a duplex keepers dwelling built in 1905 and identified in the DAHP inventory as 45CA250, paint locker shed built in 1905, garage built in 1931, compressor building built in 1951, electronics shop building built in 1952, and flagpole built in 1956.

The light station property also contains a Native American Indian settlement location and graveyard associated with DAHP archaeological inventory site number 45CA00221. This predates the Federal government ownership of the property and was not in active use during the light station's period of operation. The settlement and graveyard are discussed in the Slip Point Light Station's NRHP nomination and designated as a non-contributing resource.

Summary statement of historical significance:

The Slip Point Light Station is associated with events that have contributed to Clallam County and Washington State history. It has historic significance as representative of the Federal government's long-term program to promote safe maritime navigation in regional waters. This property was established as an operating Federal aid to navigation in 1905 and was continuously manned by resident keepers until its aids to navigation were automated in 1977. The Slip Point Light Station provided a beacon light and visual landmark for Clallam Bay where vessels could find safe anchorage in inclement weather while also marking a hazardous submerged ledge that extends westward from Slip Point. The lighthouse's fog signal provided an audible warning when foggy conditions restricted visibility. The Slip Point Light Station retains integrity of location and natural setting, and its contributing resources possess original design, materials, and workmanship. This property also evokes feelings mindful of the dedication and commitment to duty characteristic of America's lighthouse keepers through the course of United States History.

Map enclosed: Property location.

Photographs:

1. Distant view of the property, camera facing northeast.
2. Slip Point Lighthouse ruins, camera facing southeast.
3. Duplex keepers dwelling (built 1905).

Map: Slip Point Light Station location

Slip Point Light Station

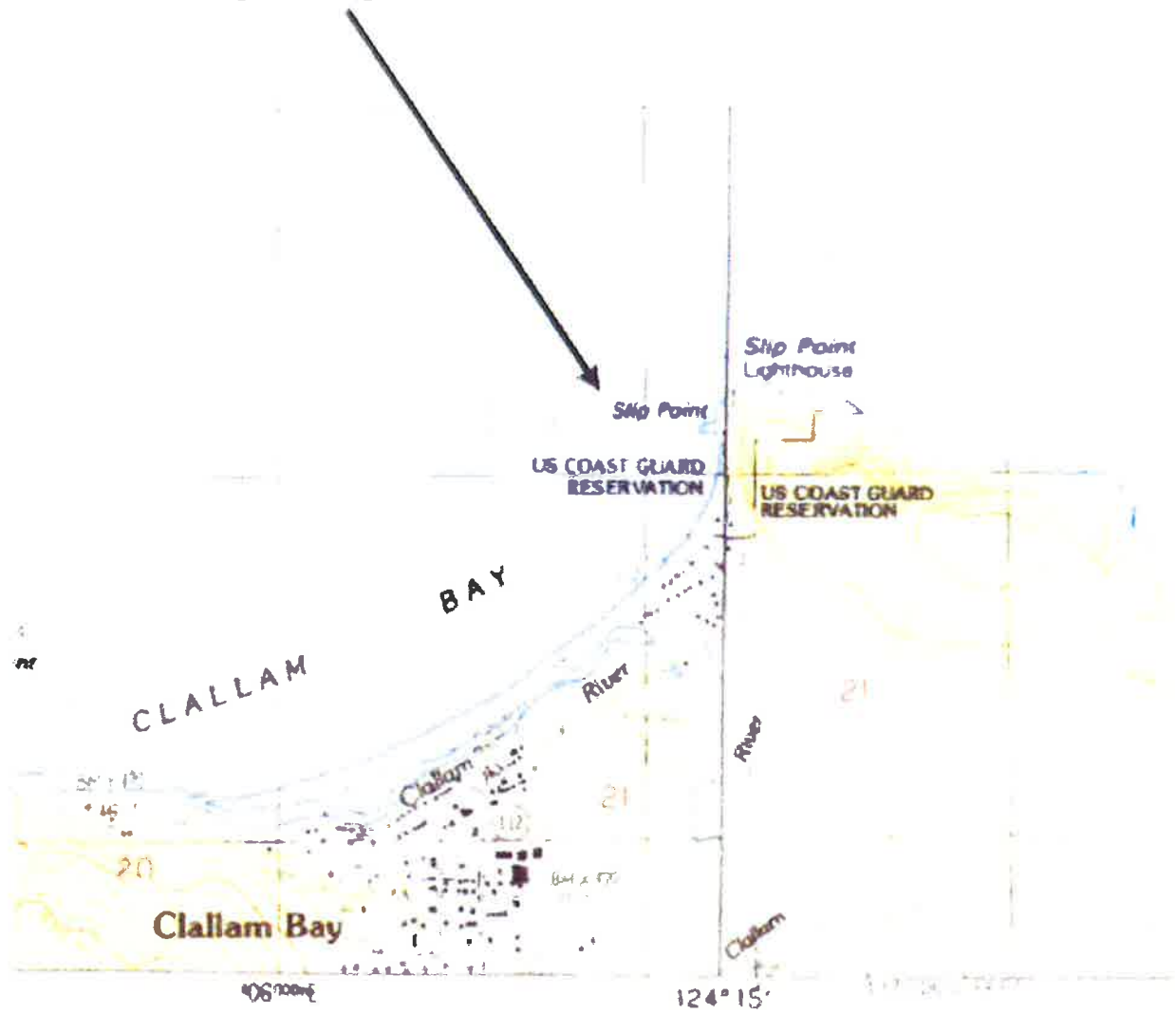


Photo 1: Distant view of the property, camera facing northeast.

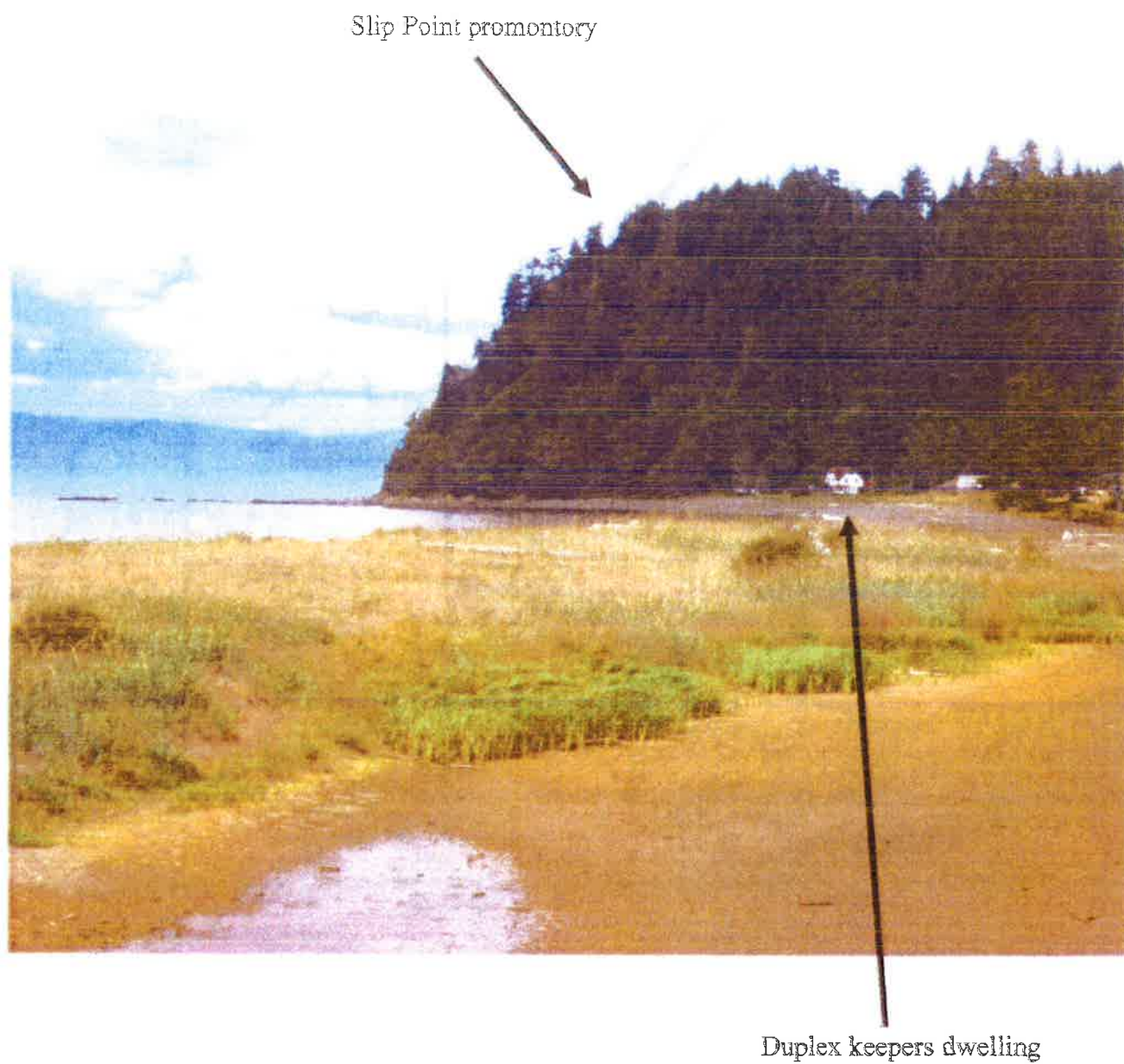


Photo 2: Slip Point Lighthouse ruins, camera facing southeast.





Photo 3: Duplex keepers dwelling (built 1905), camera facing south.



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AGENDA ITEM SUMMARY

MAR 13 2023

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

Department: BOCC

WORK SESSION ☒ **Meeting Date:** 3-13-23

REGULAR AGENDA ☒ **Meeting Date:** 3-21-23

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

Item summary:

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| ☐ 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:

NOLS Solar Plus Storage Letter of Support:

The North Olympic Library System is applying for funding through the Solar Plus Storage for Resilient Communities grant and asking the Commissioners for a letter of support. The purpose of today's discussion will be to hear an update on expansion plans for the Sequim branch and what NOLS hopes to accomplish if successful in applying for this grant.

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

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

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

Name of Employee/Stakeholder attending meeting: Board of Commissioners and North Olympic Library System

Relevant Departments: Board of Commissioners

Date submitted: 3-8-23

* 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)



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

Board of Clallam County Commissioners

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

RICH SILL, County Administrator

March 21, 2023

Maureen Maples
Program Manager, Solar plus Storage for Resilient Communities
WA State Department of Commerce
PO Box 42525
Olympia, WA 98504-2525

Dear Program Manager Maples:

The Clallam County Commissioners are pleased to support the proposal put forth by the North Olympic Library System (NOLS) for a Department of Commerce Clean Energy Solar plus Storage for Resilient Communities grant.

Our county has been spearheading a variety of investments and strategies in pursuit of resilience – particularly energy resilience – and our collective success depends on community partners like NOLS who take the initiative to be leaders in this effort.

We look forward to coordinating and collaborating with NOLS as they work towards resiliency and energy independence in the community that we both serve.

Your support for this foundational planning work is appreciated – thank you in advance for giving NOLS' proposal a careful look.

Sincerely,

BOARD OF CLALLAM COUNTY COMMISSIONERS

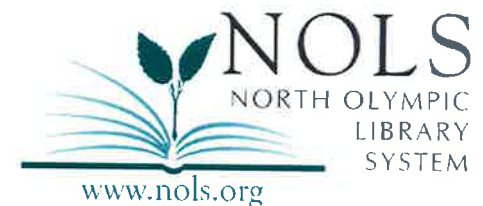
Mark Ozias, Chair

Randy Johnson

Mike French

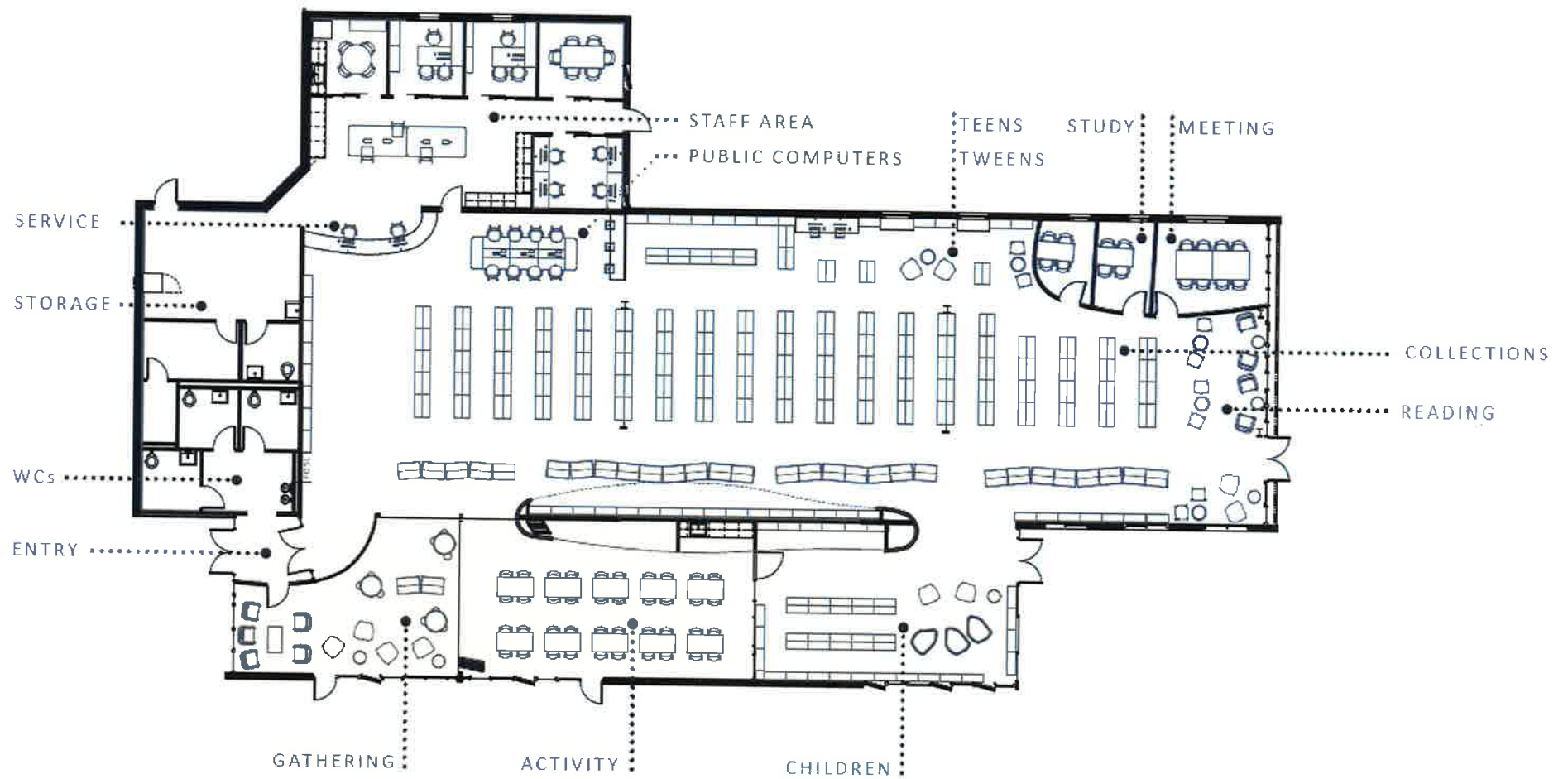
Sequim Library Expansion and Renovation Project

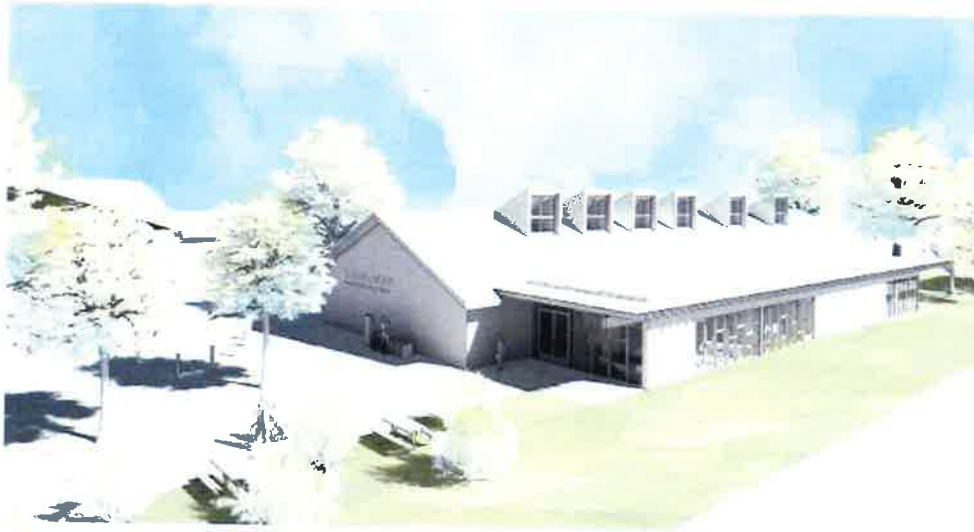
- Project Information
- Solar Plus Storage for Resilient Communities Grant











SOUTHWEST AERIAL



ENTRY APPROACH



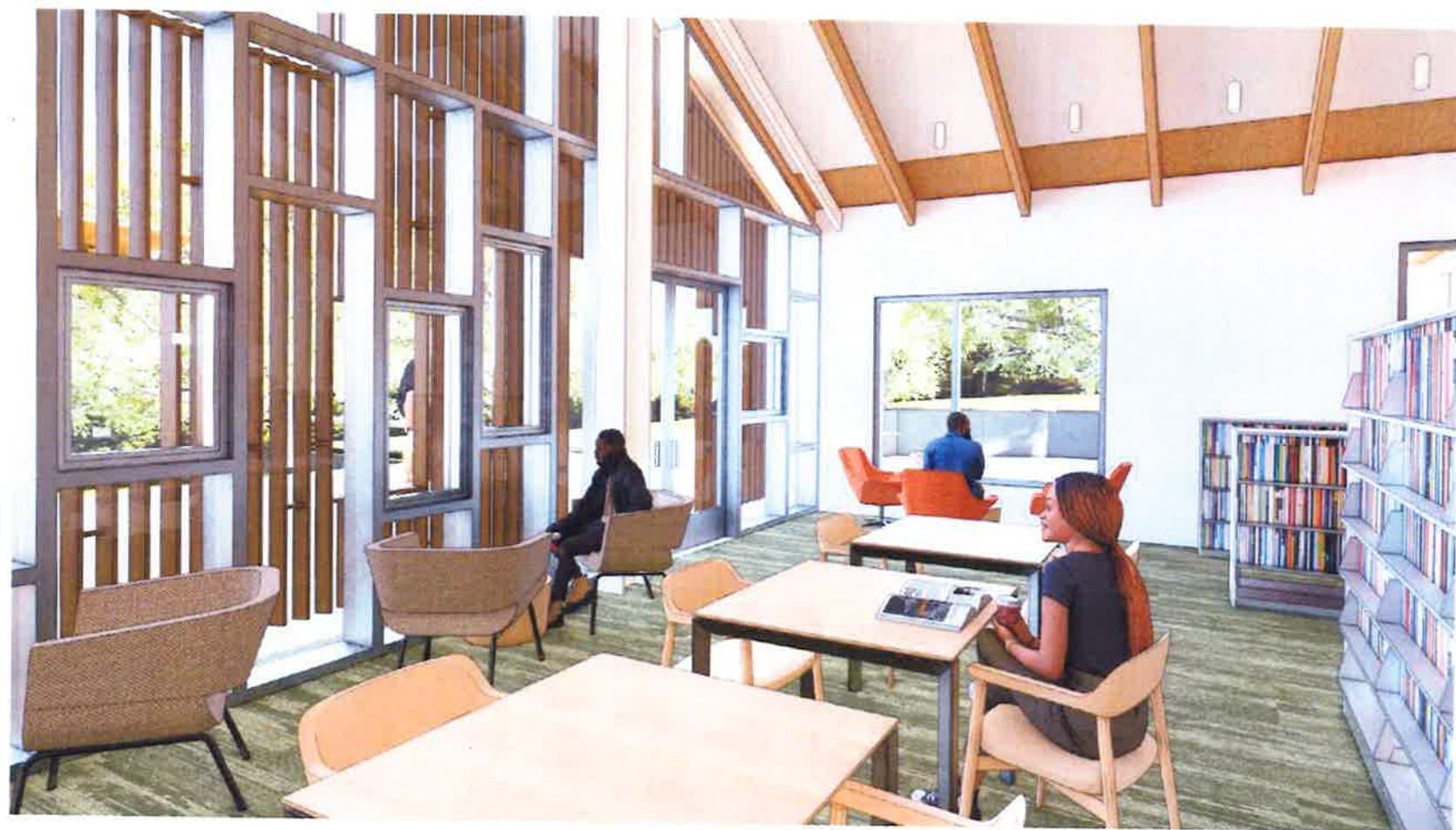


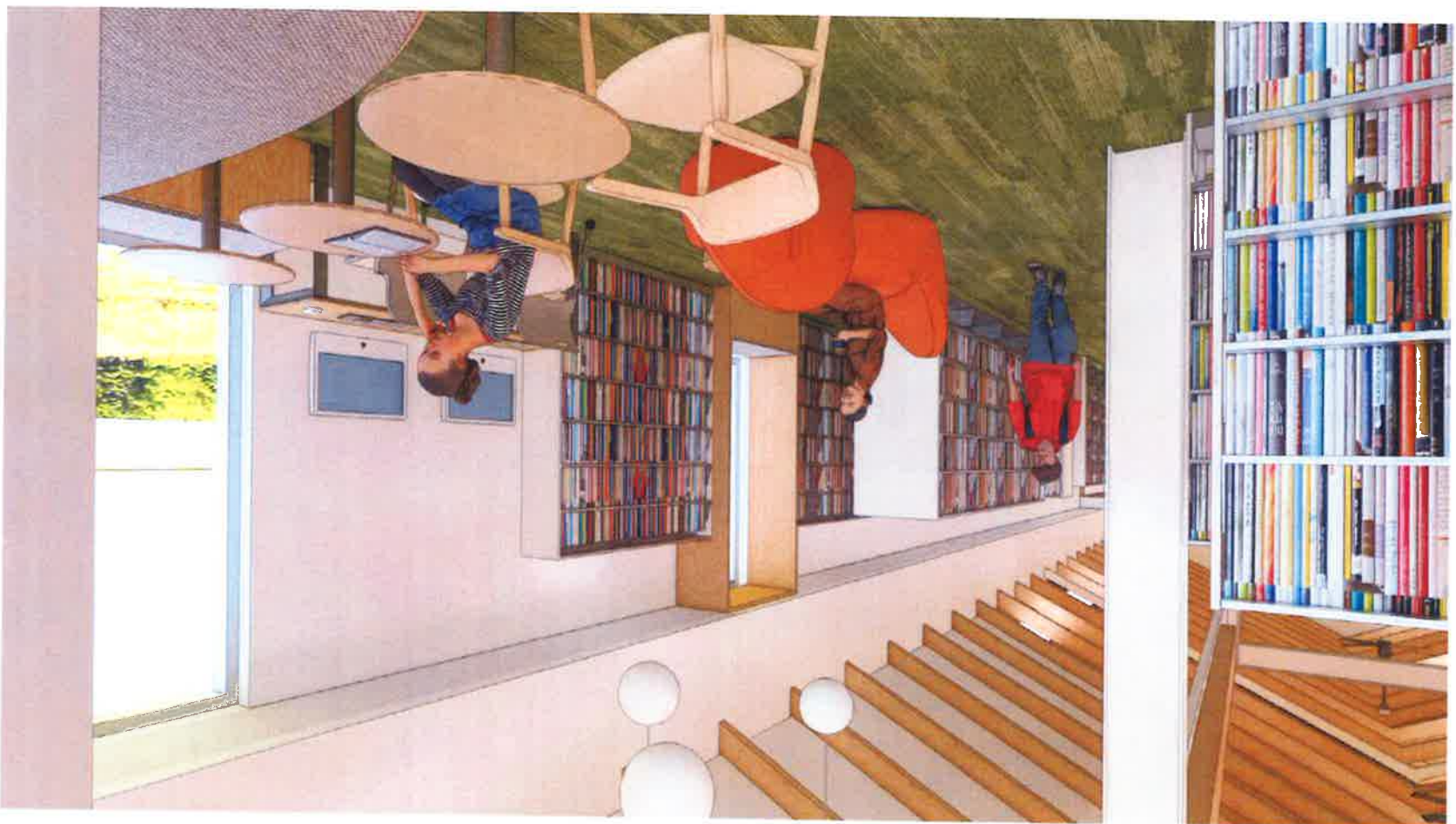














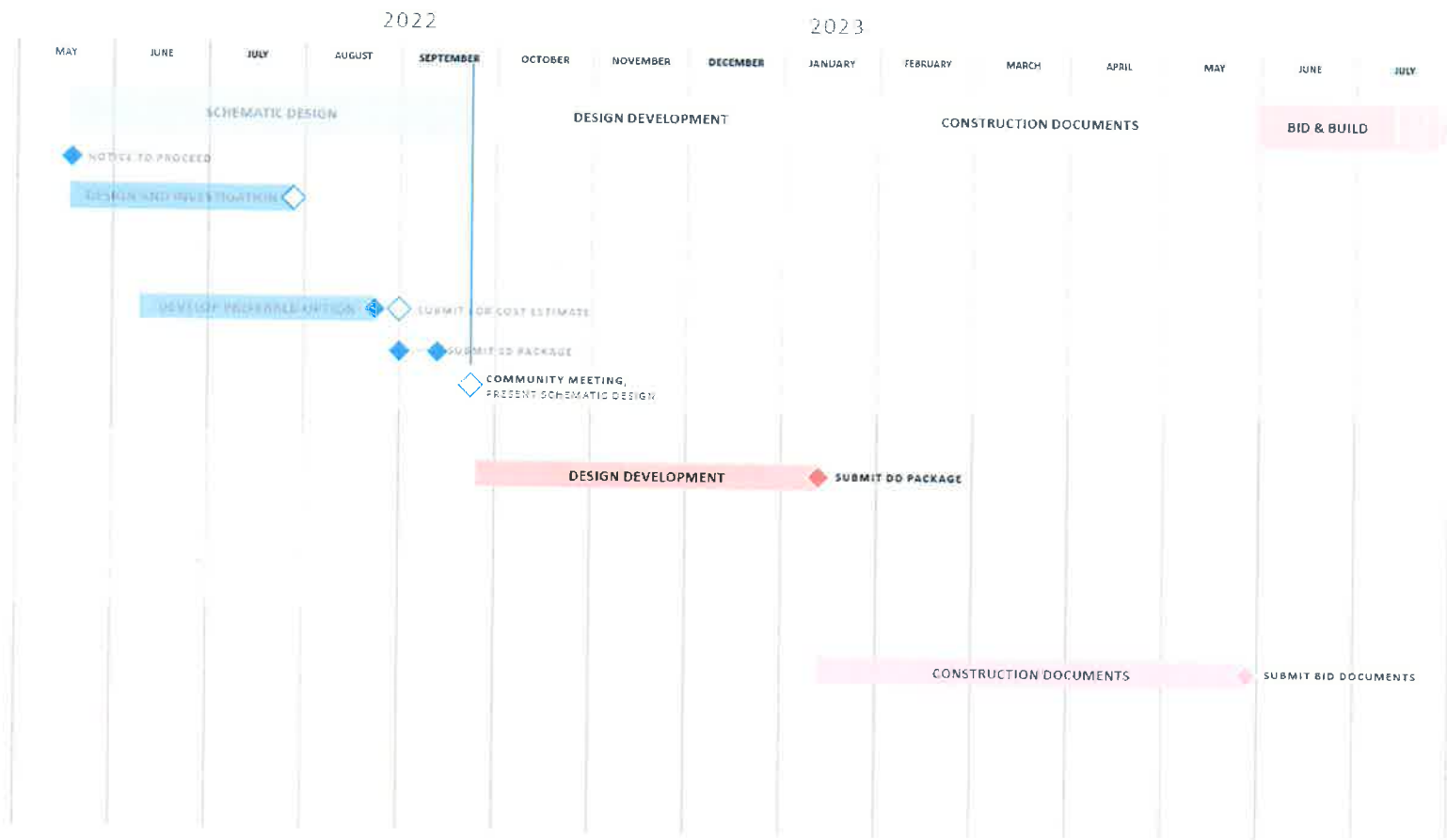


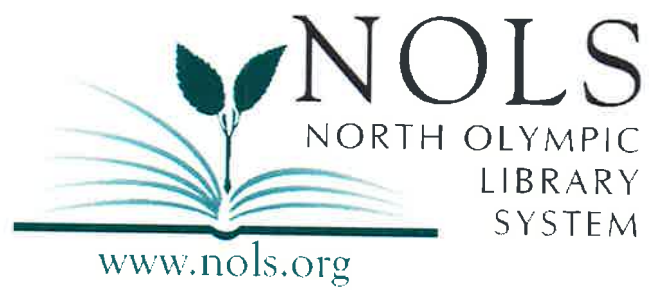


READING - LOOKING EAST



EAST PLAZA







5
MAR 13 2023

AGENDA ITEM SUMMARY

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

Department: Sheriff's Office

WORK SESSION ☒ **Meeting Date: March 13, 2023**

REGULAR AGENDA ☒ **Meeting Date: March 21, 2023**

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 Grant Application/ Questionnaire |

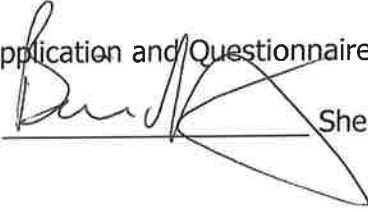
Documents exempt from public disclosure attached: ☐

Executive summary:

As part of increasing the resiliency of County-run facilities and bolstering hazard mitigation efforts, the Emergency Management Division of the Sheriff's Office and the Parks, Fairs & Facilities Department is seeking grant money for a feasibility study for a solar/ battery installation of certain buildings located at the County Fairgrounds. We are seeking \$100,000 under the Washington State Commerce Department Solar Plus Storage for Resilient Communities Competitive Grant. There is no required match.

Budgetary impact: ☒ **No Budget Impact**

Recommended action: Approval of Grant Application and Questionnaire

County Official signature & print name:  Sheriff Brian King

Name of Employee/Stakeholder attending meeting: Undersheriff Ron Cameron, Director Crawford, Diane Harvey

Relevant Departments: Sheriff's Office/ Parks, Fairs & Facilities

Date submitted: 03/08/23

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

Clallam County

Grant Application Information

DEPARTMENT: **Sheriff's Department
Parks, Fair & Facilities**

DATE SUBMITTED TO W/S: **03/13/23**

GRANT NAME: **Solar Plus Storage for Resilient Communities Competitive Grant**

APPLICATION DEADLINE: **03/23/23**

ISSUING AGENCY: **WA State Commerce Dept** IS THIS A RENEWAL? **No**

LENGTH OF GRANT: **One year** RENEWAL POSSIBLE? **No**

TOTAL AWARD: **\$100,000** ANNUAL AMOUNT: **\$100,000**

MATCH REQUIRED? **No** MATCH AMOUNT: **0**

DESCRIPTION OF GRANT AND PURPOSE: The purpose of this grant is to fund solar and backup power so community buildings can provide essential services when power outages occur, especially due to hazard events.

EXPLAIN HOW THIS GRANT WILL BE USED FOR THE GOOD OF CLALLAM COUNTY CITIZENS: This grant will be used to assess the feasibility of installing a solar/battery microgrid at the County Fairgrounds. Such a microgrid would increase the resiliency of the Fairgrounds and bolster the ability of the Fairgrounds to be utilized as a mass care facility in the event of a severe emergency incident.

DOES THE GRANT ACTIVITY FURTHER THE DEPARTMENT'S MISSION OR CORE FUNCTIONS? HAS IT BEEN A PART OF LONG TERM DEPARTMENT OR COUNTY GOALS? This grant supports one of the long term missions of the Emergency Management Division of the Sheriff's Office: to mitigate hazards in our community and prepare for recovery efforts in the event of a disaster incident.

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

WHAT MEASUREMENTS (PERFORMANCE MEASURES) WILL BE USED TO EVALUATE THE SUCCESS OF THE ACTIVITIES PROVIDED BY THE GRANT? WILL PERFORMANCE MEASURES BE DEVELOPED? This grant is necessary to understand the feasibility of installing a solar/battery microgrid at the County Fairgrounds so that future grant opportunities to pay for such a microgrid can be sought.

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

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

WILL THE ACTIVITY IN THIS GRANT HAVE IMPACTS ON OTHER DEPARTMENTS? HAS THIS BEEN DISCUSSED? DO OTHER DEPARTMENTS HAVE SUFFICIENT RESOURCES TO DEAL WITH ADDITIONAL IMPACTS? This grant allows the Parks, Fair & Facilities Department to understand the feasibility and cost of installing a solar/battery microgrid at the County Fairgrounds. The Sheriff's Department is collaborating with the Parks Department on this project and there are sufficient resources to accomplish these efforts.

WILL NEW POSITIONS BE ADDED? IF SO, HOW MANY AND WHAT TYPE ARE EXPECTED? ARE ALL WAGES AND BENEFITS PAID IN THE GRANT? WHAT WILL HAPPEN TO THE POSITIONS WHEN THE GRANT PERIOD ENDS?

No new positions will be added.

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

ARE THERE IMPACTS TO THE COUNTY IF THE GRANT IS NOT RECEIVED? WHAT ARE THEY?

If the grant is not received, monies may be sought under other grant funding vehicles.

ARE INDIRECT COSTS ALLOWABLE ON THIS GRANT? IF SO, ARE THERE LIMITATIONS? WILL THEY BE CHARGED AND ALLOCATED AS INDIRECT?

No.

ARE THERE OTHER ACTIVITIES (GRANT OR OTHERWISE) THAT ARE BUDGETED FOR THIS YEAR THAT WILL NOT BE COMPLETED IF THIS GRANT IS APPROVED?

No.

WHAT BUDGET CHANGES ARE NECESSARY? INCLUDE REVENUES AND EXPENDITURES.

No budget changes are necessary.

OTHER COMMENTS



ELECTED OFFICIAL/DEPARTMENT HEAD SIGNATURE

APPROVAL

Rich Sill, ADMINISTRATOR

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

EXHIBIT A: CERTIFICATIONS AND ASSURANCES

I/we make the following certifications and assurances as a required element of the application to which it is attached, understanding that the truthfulness of the facts affirmed here and the continuing compliance with these requirements are conditions precedent to the award or continuation of the related contract:

1. I/we declare that all answers and statements made in the application are true and correct.
2. The prices and/or cost data have been determined independently, without consultation, communication, or agreement with others for the purpose of restricting competition. However, I/we may freely join with other persons or organizations for the purpose of presenting a single application.
3. The attached application is a firm offer for a period of 60 days following receipt, and it may be accepted by COMMERCE without further negotiation (except where obviously required by lack of certainty in key terms) at any time within the 60-day period.
4. In preparing this application, I/we have not been assisted by any current or former employee of the state of Washington whose duties relate (or did relate) to this application or prospective contract, and who was assisting in other than his or her official, public capacity. If there are exceptions to these assurances, I/we have described them in full detail on a separate page attached to this document.
5. I/we understand that COMMERCE will not reimburse me/us for any costs incurred in the preparation of this application. All applications become the property of COMMERCE, and I/we claim no proprietary right to the ideas, writings, items, or samples, unless so stated in this application.
6. Unless otherwise required by law, the prices and/or cost data which have been submitted have not been knowingly disclosed by the Applicant and will not be knowingly disclosed by him/her prior to opening, directly or indirectly, to any other Applicant or to any competitor.
7. I/we agree that submission of the attached application constitutes acceptance of the solicitation contents and the attached sample contract and general terms and conditions. If there are any exceptions to these terms, I/we have described those exceptions in detail on a page attached to this document.
8. No attempt has been made or will be made by the Applicant to induce any other person or firm to submit or not to submit an application for the purpose of restricting competition.
9. I/we grant COMMERCE the right to contact references and others who may have pertinent information regarding the ability of the Applicant and the lead staff person to perform the services contemplated by this RFA.
10. If any staff member(s) who will perform work on this contract has retired from the State of Washington under the provisions of the 2008 Early Retirement Factors legislation, his/her name(s) is noted on a separately attached page.
11. I/we are not debarred from doing business with the state of Washington or the United States.

We (check one):

☒ are submitting proposed Contract exceptions. (See Section 2.13, Contract and General Terms and Conditions.) If Contract exceptions are being submitted, I/we have attached them to this form.

☐ are not submitting proposed Contract exceptions (*default if neither are checked*).

On behalf of the Applicant submitting this application, my signature below attests to the accuracy of the above statement as well as my authority to bind the submitting organization.

Signature of Applicant Date

MARK OZIAS
Printed Name

Clallam County Commissioner - Chair
Title

SOLAR PLUS GRANT - PROPOSED CONTRACT EXCEPTION

Section 5 of the Contract is not acceptable to Clallam County. The following language is proposed:

The County may provide coverage under a self-insured/liability pool or self-insured risk management program. The County shall provide: (1) a description of its self-insurance program, and (2) a certificate and/or letter of coverage that outlines coverage limits and deductibles. All self-insured risk management programs or self-insured/liability pool financial reports must comply with Generally Accepted Accounting Principles (GAAP) and adhere to accounting standards promulgated by: 1) Governmental Accounting Standards Board (GASB), 2) Financial Accounting Standards Board (FASB), and 3) the Washington state Auditor's annual instructions for financial reporting. The County shall maintain sufficient documentation to support the aggregate claim liability information reported on the balance sheet. Commerce, its agents, and employees need not be named as additional insured, as this is prohibited by the risk pool.

SOLAR PLUS GRANT – ANSWERS TO BE PLACED IN ZOOMGRANTS

Project Summary: Clallam County is seeking grant funding to facilitate a solar/battery feasibility assessment at several of the County Fairground buildings located adjacent to Fairchild Airport in Port Angeles, Washington, the only airport on the Olympic Peninsula that would act as a FEMA federal staging area in the event of a catastrophic incident. The Fairgrounds' location near Fairchild Airport, its substantial size (40.6 acres) containing a First Aid station, more than 20 buildings (two of which are climate controlled and have kitchens), and established bathroom facilities, with open fields that would allow helicopter operations, makes this site a critical potential place for staging first response operations, serving as a mass care shelter to the public and providing emergency services when primary medical facilities are impacted or overwhelmed. The Fairgrounds may also serve as a livestock rescue location in the event of a wildfire that causes the relocation of livestock. In April 2016, the US Army, 84th Civil Affairs Battalion conducted an assessment of the Fairgrounds and found that "the facility could be used as temporary shelter location for the surrounding affected populous and relief workers." Without the ability to have continuous electricity after a catastrophic or severe emergency event, the Fairgrounds would have material shortcomings as a mass care or medical triage facility.

Area served: The Clallam County Fairgrounds are located at 1608 West 16th St. in Port Angeles, Washington. Clallam County has a population of approximately 77,000 and annually is host to over two million tourists who visit the Olympic National Park, our lakes, rivers, campgrounds and attend the numerous festivals and fairs that occur in our county. Should Clallam County experience a catastrophic event, it is crucial that we have resilience hubs that have the ability to serve as mass care and medical triage facilities. The Fairgrounds is located in the City of Port Angeles which has a population of approximately 31,000 (June 2022 Kitsap Public Health District Regional Public Health Emergency Preparedness and Response Program (Regional Statistics)).

Project Approach and Objectives: Subject to receiving a Track 1 grant from this program, the County would seek through an RFP bid process an expert who could conduct the feasibility study. A service contract would need to be negotiated and approved by both the expert and the Clallam County Board of Commissioners. Alternatively, Clallam County requests that it be considered for technical assistance provided directly from Commerce's proposed Technical Assistance Program which would allow for the County to bypass the RFP bid process and utilize Commerce's designated expert to conduct the feasibility study.

There are six buildings of various sizes that we would like a consultant to study for the installation of solar and battery. The following buildings have been identified for the feasibility study because they satisfy seismic code: Horse Barn 3, Swine Barn, Cattle Barn 1, Horse Barn 2, Art and Mercantile building and the Agricultural building. Due to our BPA last mile

transmission lines, the Fairgrounds are energy capacity constrained at this time and so part of the feasibility study would be to address the need for additional energy during the Clallam County Fair when we have vendors plugged into our power grid and the Facilities' Director would also like to install LED overhead lighting which can't currently be done without additional energy capacity.

Purpose and Need: Clallam County faces a myriad of natural hazards endemic to our unique geography: flooding, landslides, Cascadia subduction earthquakes/tsunamis, drought and wildfires. A catastrophic earthquake event is expected to create isolated micro-islands making it extremely difficult to transport supplies, equipment, and response personnel. Without the ability to have continuous electricity after a catastrophic or severe emergency event, the Fairgrounds would have material shortcomings as a mass care or medical triage facility. The feasibility study would provide the County with an understanding as to whether a solar/battery microgrid could be utilized to power up the facilities during an emergency response which would enhance community resilience and disaster preparedness. The feasibility study would also provide an estimate of the cost of the solar/battery equipment and installation so that this information could be utilized in any future grant funding opportunities that the County may determine to pursue in order to install such a microgrid.

The Fairgrounds use as a mass care facility with the potential to house hundreds of individuals enhances our ability to serve our AFN population within the City of Port Angeles. According to the June 2022 Regional Statistics, the City of Port Angeles has 6,168 persons with disability, 3,020 persons with ambulatory difficulty, and 7,457 medically dependent adults.



6

AGENDA ITEM SUMMARY

MAR 13 2023

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

Department: BOCC

WORK SESSION ☒ **Meeting Date: 3-13-23**

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 – Letter of Support |

Documents exempt from public disclosure attached: ☐

Executive summary:

Clallam County Poet Laureate Update:

Clallam County has partnered with the North Olympic Library System to create a "Clallam County Poet Laureate." This is a new position and program intended both to elevate the arts in general and poetry specifically as well as to use the power of poetry and writing to challenge and stimulate thinking. NOLS organized and implemented an application process and is ready to announce the county's first-ever Poet Laureate.

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?)
Update

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

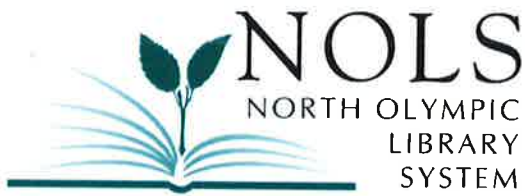
Name of Employee/Stakeholder attending meeting: Board of Commissioners and North Olympic Library System

Relevant Departments: Board of Commissioners

Date submitted: 3-8-23

* 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)



NEWS RELEASE
North Olympic Library System
2210 South Peabody Street
Port Angeles, WA 98362

FOR IMMEDIATE RELEASE

Date: March 8, 2023
Contact: Clair Dunlap, Youth Services Librarian
360.417.8500 x7734 or CDunlap@nols.org
Mark Ozias, Clallam County Commissioner
Mark.Ozias@ClallamCountyWA.gov
Re: Meet Jaiden Dokken, the first Clallam County Poet Laureate
Attached: *JaidenDokken.jpg*

The North Olympic Library System (NOLS), in partnership with Clallam County, is excited to announce that **Jaiden Dokken** has been named the **first Clallam County Poet Laureate**. To celebrate, community members are invited to the **inauguration event on Tuesday, April 18 at 6pm in the Port Angeles Main Library**, 2210 South Peabody St. Dokken will read a selection of their poems after opening remarks by Clallam County Commissioner Mark Ozias and NOLS librarian Clair Dunlap. The event will also be livestreamed on Zoom.

Jaiden Dokken, who uses the pronouns they/them, is a local writer, printmaker, ceramicist, cidemaker, and self-described highly persistent penpal. Dokken's work has been published in Fiction International, Algorithm, Muses and Vices, SpeakEasy, Superfroot Magazine, and Pile Press. They are an editor and reader for Perennial Press.

Experiences unique to the North Olympic Peninsula resonate in poems by Dokken, who grew up in Sequim and returned to live there as an adult. As Poet Laureate, they will bring poetry to residents across Clallam County by participating in events, leading workshops, and championing the community power of the written and spoken word. "This is the place I learned how to read and write, and where I found my voice through poetry," said Dokken.

A major goal of the Clallam County Poet Laureate program is to use poetry to bring a variety of voices and perspectives to culturally diverse audiences throughout the county, and to bring communities together through poetry. “I’m most eager to draw in the people who are absolutely convinced they do not like poetry,” said Dokken. “I know many folks that haven’t ever been exposed to a branch of poetry that resonates with them. But just like other art forms such as painting, pottery, or playing the guitar, poetry is not bound by a singular style. So if sonnets aren’t your thing, no worries! And for those of you who are already in love or at least in-like with poetry, I truly look forward to growing this community together.”

A committee of community arts leaders, practitioners, and enthusiasts from across the county selected Dokken from a pool of talented poets who submitted application last fall. The inaugural position is a two-year term from April 2023 through March 2025, and comes with an annual stipend of \$5,000 funded by Clallam County in recognition of the appointed poet’s time and energy in participating in or hosting events, and to support the poet’s craft and practice.

For more information about this program, visit nols.org/poet, email PoetLaureate@nols.org, or call 360.417.8500.



Jaiden Dokken is the first Clallam County Poet Laureate.

###



AGENDA ITEM SUMMARY

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

MAR 13 2023

Department: Prosecuting Attorney's Office

WORK SESSION ☒ Meeting Date: March 13, 2023

REGULAR AGENDA ☒ Meeting Date: March, 2023

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: Litigation Settlement

Documents exempt from public disclosure attached: ☐

Executive summary:

The State of Washington has entered into a multistate resolution with five additional Opioid Distributor companies; CVS, Walgreens, Walmart, Teva and Allergan. The settlements entered into with these companies are contingent on a high percentage of eligible cities and counties joining these settlements. The deadline for Local Governments to join the settlement is April 18, 2023. To join in the settlements, Local Government must sign and return the Allocation Agreement Governing the Allocation of Funds Paid by the Settling Opioid Manufacturers and Pharmacies in Washington State, and release all claims against the settling companies. The proposed Washington State Allocation Agreement Governing the Allocation of Funds Paid by Certain Settling Opioid Manufacturers and Pharmacies, and releases of claims are attached for the consideration of the Board.

If Clallam County Executes the above Allocation agreement, by reference it would agree and affirms that the One Washington MOU, previously executed and signed, applies to and governs the Local Government Share of distribution. Under the One Washington MOU, settlement monies received by Clallam, Jefferson, and Kitsap Counties would be administered by the Salish Behavioral Health Administrative Services Organization(SBH-ASO).

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 at this time.

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

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

Agenda Item Summary - Allocation agreement II

Revised: 3-04-2019

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

The BOCC should consider the following documents for approval:

The Washington State Allocation Agreement Governing the Allocation of Funds Paid by Certain Settling Opioid Manufacturers and Pharmacies.

The Releases of claims against the settling companies listed above.

County Official signature & print name: Bert D. Boughton 

Name of Employee/Stakeholder attending meeting: Bert D. Boughton

Relevant Departments: PAO, BOCC, HHS, CCSO

Date submitted: October 14, 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)

**WASHINGTON STATE ALLOCATION AGREEMENT GOVERNING THE
ALLOCATION OF FUNDS PAID BY CERTAIN SETTLING OPIOID
MANUFACTURERS AND PHARMACIES**

JANUARY 27, 2023

This Washington State Allocation Agreement Governing the Allocation of Funds Paid by Certain Settling Opioid Manufacturers and Pharmacies (the “Allocation Agreement II”) governs the distribution of funds obtained from (1) Walmart, (2) Teva, (3) Allergan, (4) CVS, and (5) Walgreens (the “Settling Entities”) in connection with the resolution of any and all claims by the State of Washington and the counties, cities, and towns in Washington State (“Local Governments”) against the Settling Entities via the following settlements:

- Walmart Settlement Agreement dated November 12, 2022 and any subsequent amendments (“Walmart Settlement”).
- Teva Public Global Settlement Agreement dated November 22, 2022 and any subsequent amendments (“Teva Settlement”).
- Allergan Public Global Settlement Agreement dated November 22, 2022 and any subsequent amendments (“Allergan Settlement”).
- CVS Settlement Agreement dated December 9, 2022 and any subsequent amendments (“CVS Settlement”).
- Walgreens Settlement Agreement dated December 9, 2022 and any subsequent amendments (“Walgreens Settlement”).

Collectively, the Walmart Settlement, the Teva Settlement, the Allergan Settlement, the CVS Settlement, and the Walgreens Settlement shall be referred to as “the Settlements”. Each of the Settlements can be accessed at <https://nationalopioidsettlement.com/>. The terms and definitions of each of the respective Settlement are incorporated into this Allocation Agreement II, and any undefined terms in this Allocation Agreement II are as defined in the Settlements.

1. This Allocation Agreement II is intended to be a State-Subdivision Agreement as defined in the Settlements. This Allocation Agreement II shall be interpreted to be consistent with the requirements of a State-Subdivision Agreement in the Settlements.
2. This Allocation Agreement II shall become effective only if all of the following occur:
 - A. The State of Washington joins one of the Settlements and becomes a Settling State as provided for in the respective Settlement.
 - B. One of the Settlements becomes final and effective and a Consent Judgment is filed and approved as provided for in the respective Settlement.

- C. The number of Local Governments that execute and return this Allocation Agreement II satisfies the participation requirements for a State-Subdivision Agreement as specified in one of the Settlements, Washington is a Settling State for that Settlement, and a Consent Judgment has been filed and approved for that Settlement.
3. Requirements to become a Participating Local Government. To become a Participating Local Government that can participate in this Allocation Agreement II with respect to any one of the Settlements, a Local Government must do all of the following:
- A. The Local Government must execute and return this Allocation Agreement II.
 - B. The Local Government must release its claims against the Settling Entities identified in the respective Settlement and agree to be bound by the terms of the Settlement by timely executing and returning the Participation Form for that Settlement. The forms are attached hereto as Exhibits 1-5.
 - C. Litigating Subdivisions, also referred to as Litigating Local Governments, must dismiss the Settling Entities identified in the respective Settlement with prejudice from their lawsuits.
 - D. Each of the Local Governments that is eligible to participate in this Allocation Agreement II has previously executed and signed the One Washington Memorandum of Understanding Between Washington Municipalities ("MOU") agreed to by the Participating Local Governments in Washington State, which is attached hereto as Exhibit 6. By executing this Allocation Agreement II, the local government agrees and affirms that the MOU applies to and shall govern the Local Government Share as modified by this Allocation Agreement II for each of the Settlements in which the Local Government participates.

A Local Government that meets all of the conditions in this paragraph for any of the Settlements shall be deemed a "Participating Local Government" for that Settlement. A Local Government can be a "Participating Local Government" for less than all of the Settlements. If a Local Government is a Participating Local Government for less than all of the Settlements, the Local Government can only receive a portion of the Washington Abatement Amount for the specific Settlement(s) for which it is a Participating Local Government.

4. This Allocation Agreement II applies to the following, all of which collectively shall be referred to as the "Washington Abatement Amount":
- A. For the Walmart Settlement, the State of Washington's allocation of the (1) Global Settlement Remediation Amount and (2) Additional Remediation Amount.

- B. For the Teva Settlement, the State of Washington's allocation of the (1) Net Abatement Amount and (2) Additional Restitution Amount.
- C. For the Allergan Settlement, the State of Washington's allocation of the (1) Global Settlement Abatement Amount and (2) Additional Restitution Amount.
- D. For the CVS Settlement, the State of Washington's allocation of the (1) Maximum Remediation Payment and (2) Additional Remediation Amount.
- E. For the Walgreens Settlement, the State of Washington's allocation of the (1) Adjusted State Remediation Payment and (2) Additional Remediation Amount.

As specified in each of the Settlements, the Washington Abatement Amount will vary dependent on the percentage of Participating Local Governments and whether there are any Later Litigating Subdivisions.

- 5. The Teva Settlement provides the option for Settling States to obtain Settlement Product or the discretion to convert any portion of the Settlement Product allocated to the Settling State into a cash value equaling twenty percent (20%) of the WAC value of the Settling State's allocated Settlement Product in specified years. It shall be solely the decision of the State regarding whether to convert any portion of the Settlement Product allocated to Washington into a cash value or to obtain the Settlement Product. If the State elects to obtain Settlement Product, the State in its sole discretion shall make all decisions related to the Settlement Product, including but not limited to where, how, and to whom it shall be distributed. For purposes of calculating the division of the Washington Abatement Amount in Paragraph 10 of this Allocation Agreement II, the Settlement Product allocated to Washington shall be considered "State Share" and shall have the cash value assigned to it in the Teva Public Global Settlement Agreement dated November 22, 2022.
- 6. This Allocation Agreement II does not apply to the State Cost Fund, State AG Fees and Costs, or any attorneys' fees, fees, costs, or expenses referred to in the Settlement or that are paid directly or indirectly via the Settlements to the State of Washington ("State's Fees and Costs").
- 7. This Allocation Agreement II and the MOU are a State Back-Stop Agreement. The Settling Entities are paying a portion of the Local Governments' attorneys' fees and costs as provided for in the Settlements. The total contingent fees an attorney receives from the Contingency Fee Fund in the Settlements, the MOU, and this Allocation Agreement II combined cannot exceed 15% of the portion of the LG Share paid to the Litigating Local Government that retained that firm to litigate against the Settling Entities (i.e., if City X filed suit with outside counsel on a contingency fee contract and City X receives \$1,000,000 from the Walmart

Settlement, then the maximum that the firm can receive is \$150,000 for fees as to the Walmart Settlement; if City X did not retain the same firm for potential litigation against CVS and City X receives \$1,000,000 from the CVS Settlement, then the firm receives no fees from the CVS Settlement.)

8. No portion of the State's Fees and Costs and/or the State Share as defined in Paragraphs 6 and 10 of this Allocation Agreement II shall be used to fund the Government Fee Fund ("GFF") referred to in Paragraph 12 of this Allocation Agreement II and Section D of the MOU, or in any other way to fund any Participating Local Government's attorneys' fees, costs, or common benefit tax.
9. The Washington Abatement Amount shall and must be used by the State and Participating Local Governments for future Opioid Remediation as defined in the Settlements, except as allowed by the Settlements.
10. The State and the Participating Local Governments agree to divide the Washington Abatement Amount as follows:
 - A. Fifty percent (50%) to the State of Washington ("State Share").
 - B. Fifty percent (50%) to the Participating Local Governments ("LG Share").
11. The LG Share shall be distributed to Participating Local Governments pursuant to the MOU attached hereto as Exhibit 6 as amended and modified in this Allocation Agreement II.
12. For purposes of this Allocation Agreement II only, the MOU is modified as follows and any contrary provisions in the MOU are struck:
 - A. Exhibit A of the MOU is replaced by Exhibit E of each of the respective Settlements.
 - B. The definition of "Litigating Local Governments" in Section A.4 of the MOU shall mean Litigating Subdivisions as defined in each the respective Settlements.
 - C. The definition of "National Settlement Agreement" in Section A.6 of the MOU shall mean the Settlements.
 - D. The definition of "Settlement" in Section A.14 of the MOU shall mean the Settlements.
 - E. The MOU is amended to add new Section C.4.g.vii, which provides as follows:

"If a Participating Local Government receiving a direct payment
(a) uses Opioid Funds other than as provided for in the respective
Settlements, (b) does not comply with conditions for receiving

direct payments under the MOU, or (c) does not promptly submit necessary reporting and compliance information to its Regional Opioid Abatement Counsel (“Regional OAC”) as defined at Section C.4.h of the MOU, then the Regional OAC may suspend direct payments to the Participating Local Government after notice, an opportunity to cure, and sufficient due process. If direct payments to Participating Local Government are suspended, the payments shall be treated as if the Participating Local Government is foregoing their allocation of Opioid Funds pursuant to Section C.4.d and C.4.j.iii of the MOU. In the event of a suspension, the Regional OAC shall give prompt notice to the suspended Participating Local Government and the Settlement Fund Administrator specifying the reasons for the suspension, the process for reinstatement, the factors that will be considered for reinstatement, and the due process that will be provided. A suspended Participating Local Government may apply to the Regional OAC to be reinstated for direct payments no earlier than five years after the date of suspension.”

- F. The amounts payable to each law firm representing a Litigating Local Government from the GFF shall be consistent with the process set forth in the *Order Appointing the Fee Panel to Allocate and Disburse Attorney’s Fees Provided for in State Back-Stop Agreements*, Case No. 1:17-md-02804-DAP Doc #: 4543 (June 17, 2022). JoJo Tann (the “GFF Administrator”), who is authorized by the MDL Fee Panel (David R. Cohen, Randi S. Ellis and Hon. David R. Herndon (ret.)) to calculate the amounts due to eligible counsel from each State Back-Stop fund (i.e., the GFF) (*see id.* at p. 4), will oversee and confirm the amounts payable to each law firm representing a Litigating Local Government from the GFF. Upon written agreement between the law firms representing the Litigating Local Governments on the one hand and the Washington Attorney General’s Office on the other, in consultation with the Washington State Association of Counties and the Association of Washington Cities, the GFF Administrator may be replaced by another person, firm, or entity.
- G. The GFF set forth in the MOU shall be funded by the LG Share of the Washington Abatement Amount only. To the extent the common benefit tax is not already payable by the Settling Entities as contemplated by Section D.8 of the MOU, the GFF shall be used to pay Litigating Local Government contingency fee agreements and any common benefit tax referred to in Section D of the MOU, which shall be paid on a pro rata basis to eligible law firms as determined by the GFF Administrator.
- H. To fund the GFF, fifteen percent (15%) of the LG Share shall be deposited in the GFF from each LG Share settlement payment until the Litigating Subdivisions’ contingency fee agreements and common benefit tax (if any) referred to in Section D of the MOU are satisfied. Under no

circumstances will any Primary Subdivision or Litigating Local Government be required to contribute to the GFF more than 15% of the portion of the LG Share allocated to such Primary Subdivision or Litigating Local Government. In addition, under no circumstances will any portion of the LG Share allocated to a Litigating Local Government be used to pay the contingency fees or litigation expenses of counsel for some other Litigating Local Government.

- I. The maximum amount of any Litigating Local Government contingency fee agreement (from the Contingency Fee Fund of the respective Settlements) payable to a law firm permitted for compensation shall be fifteen percent (15%) of the portion of the LG Share paid to the Litigating Local Government that retained that firm (i.e., if City X filed suit with outside counsel on a contingency fee contract and City X receives \$1,000,000 from the Walmart Settlement, then the maximum that the firm can receive is \$150,000 for fees.) The firms also shall be paid documented expenses due under their contingency fee agreements that have been paid by the law firm attributable to that Litigating Local Government. Consistent with Agreement on Attorneys' Fees, Costs, and Expenses, which is Exhibit R of the Settlements, amounts due to Participating Litigating Subdivisions' attorneys under this Allocation Agreement II shall not impact (i) costs paid by the subdivisions to their attorneys pursuant to a State Back-Stop agreement, (ii) fees paid to subdivision attorneys from the Common Benefit Fund for common benefit work performed by the attorneys pursuant to Exhibit R of the Settlements, or (iii) costs paid to subdivision attorneys from the MDL Expense Fund for expenses incurred by the attorneys pursuant to the Settlements.
- J. Under no circumstances may counsel receive more for its work on behalf of a Litigating Local Government than it would under its contingency agreement with that Litigating Local Government. To the extent a law firm was retained by a Litigating Local Government on a contingency fee agreement that provides for compensation at a rate that is less than fifteen percent (15%) of that Litigating Local Government's recovery, the maximum amount payable to that law firm referred to in Section D.3 of the MOU shall be the percentage set forth in that contingency fee agreement.
- K. For the avoidance of doubt, both payments from the GFF and the payment to the Participating Litigating Local Governments' attorneys from the Contingency Fee Fund in the respective Settlements shall be included when calculating whether the aforementioned fifteen percent (15%) maximum percentage (or less if the provisions of Paragraph 10.J of this Allocation Agreement II apply) of any Litigating Local Government contingency fee agreement referred to above has been met.

- L. To the extent there are any excess funds in the GFF, the GFF Administrator and the Settlement Administrator shall facilitate the return of those funds to the Participating Local Governments as provided for in Section D.6 of the MOU.
13. In connection with the execution and administration of this Allocation Agreement II, the State and the Participating Local Governments agree to abide by the Public Records Act, RCW 42.56 *et seq.*
14. All Participating Local Governments, Regional OACs, and the State shall maintain all non-transitory records related to this Allocation Agreement II as well as the receipt and expenditure of the funds from the Settlements for no less than five (5) years.
15. If any party to this Allocation Agreement II believes that a Participating Local Government, Regional OAC, the State, an entity, or individual involved in the receipt, distribution, or administration of the funds from the Settlements has violated any applicable ethics codes or rules, a complaint shall be lodged with the appropriate forum for handling such matters, with a copy of the complaint promptly sent to the Washington Attorney General, Complex Litigation Division, Division Chief, 800 Fifth Avenue, Suite 2000, Seattle, Washington 98104.
16. To the extent (i) a region utilizes a pre-existing regional body to establish its Opioid Abatement Council pursuant to the Section 4.h of the MOU, and (ii) that pre-existing regional body is subject to the requirements of the Community Behavioral Health Services Act, RCW 71.24 *et seq.*, the State and the Participating Local Governments agree that the Opioid Funds paid by the Settling Entities are subject to the requirements of the MOU and this Allocation Agreement II.
17. Upon request by any of the Settling Entities, the Participating Local Governments must comply with the Tax Cooperation and Reporting provisions of the respective Settlement.
18. Venue for any legal action related to this Allocation Agreement II (separate and apart from the MOU or the Settlements) shall be in King County, Washington.
19. Each party represents that all procedures necessary to authorize such party's execution of this Allocation Agreement II have been performed and that such person signing for such party has been authorized to execute this Allocation Agreement II.

FOR THE STATE OF WASHINGTON:

ROBERT W. FERGUSON
Attorney General

A handwritten signature in dark ink, appearing to read 'JR', is written over a horizontal line.

JEFFREY G. RUPERT
Division Chief

Date: 1-27-23

FOR THE PARTICIPATING LOCAL GOVERNMENT:

Name of Participating Local Government: _____

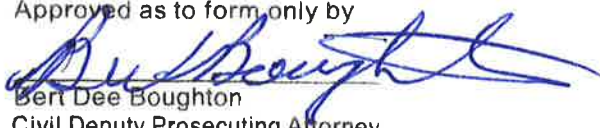
Authorized signature: _____

Name: _____

Title: _____

Date: _____

Approved as to form only by



Bert Dee Boughton
Civil Deputy Prosecuting Attorney
Clallam County

EXHIBIT 1
Subdivision Settlement Participation Form
(Exhibit K of the Walmart Settlement)

EXHIBIT K

Subdivision Participation Form

Governmental Entity:	State:
Authorized Official:	
Address 1:	
Address 2:	
City, State, Zip:	
Phone:	
Email:	

The governmental entity identified above ("Governmental Entity"), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Settlement Agreement dated November 14, 2022 ("Walmart Settlement"), and acting through the undersigned authorized official, hereby elects to participate in the Walmart Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the Walmart Settlement, understands that all terms in this Election and Release have the meanings defined therein, and agrees that by this Election, the Governmental Entity elects to participate in the Walmart Settlement and become a Participating Subdivision as provided therein.
2. The Governmental Entity shall promptly, and in any event within 14 days of the Effective Date and prior to the filing of the Consent Judgment, dismiss with prejudice any Released Claims that it has filed. With respect to any Released Claims pending in In re National Prescription Opiate Litigation, MDL No. 2804, the Governmental Entity authorizes the Plaintiffs' Executive Committee to execute and file on behalf of the Governmental Entity a Stipulation of Dismissal With Prejudice substantially in the form found at <https://nationalopiodsettlement.com/>.
3. The Governmental Entity agrees to the terms of the Walmart Settlement pertaining to Subdivisions as defined therein.
4. By agreeing to the terms of the Walmart Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.
5. The Governmental Entity agrees to use any monies it receives through the Walmart Settlement solely for the purposes provided therein.



6. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity's state where the Consent Judgment is filed for purposes limited to that court's role as provided in, and for resolving disputes to the extent provided in, the Walmart Settlement.
7. The Governmental Entity has the right to enforce the Walmart Settlement as provided therein.
8. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes in the Walmart Settlement, including but not limited to all provisions of Section X (Release), and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the Walmart Settlement are intended by the Parties to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The Walmart Settlement shall be a complete bar to any Released Claim.
9. In connection with the releases provided for in the Walmart Settlement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

General Release; extent. A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in the Walmart Settlement.

10. Nothing herein is intended to modify in any way the terms of the Walmart Settlement, to which Governmental Entity hereby agrees. To the extent this Election and Release is interpreted differently from the Walmart Settlement in any respect, the Walmart Settlement controls.



I have all necessary power and authorization to execute this Election and Release on behalf of the Governmental Entity.

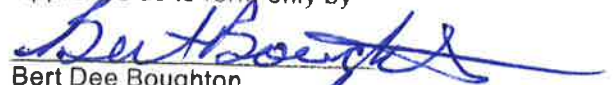
Signature: _____

Name: _____

Title: _____

Date: _____

Approved as to form only by



Bert Dee Boughton
Civil Deputy Prosecuting Attorney
Clallam County



EXHIBIT 2
Subdivision Settlement Participation Form
(Exhibit K of the Teva Settlement)

Exhibit K
Subdivision and Special District Settlement Participation Form

Governmental Entity:	State:
Authorized Signatory:	
Address 1:	
Address 2:	
City, State, Zip:	
Phone:	
Email:	

The governmental entity identified above (“*Governmental Entity*”), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Agreement dated November 22, 2022 (“*Teva Settlement*”), and acting through the undersigned authorized official, hereby elects to participate in the Teva Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the Teva Settlement, understands that all terms in this Election and Release have the meanings defined therein, and agrees that by this Election, the Governmental Entity elects to participate in the Teva Settlement as provided therein.
2. Following the execution of this Settlement Participation Form, the Governmental Entity shall comply with Section III.B of the Teva Settlement regarding Cessation of Litigation Activities.
3. The Governmental Entity shall, within 14 days of the Reference Date and prior to the filing of the Consent Judgment, file a request to dismiss with prejudice any Released Claims that it has filed. With respect to any Released Claims pending in In re National Prescription Opiate Litigation, MDL No. 2804, the Governmental Entity authorizes the Plaintiffs’ Executive Committee to execute and file on behalf of the Governmental Entity a Stipulation of Dismissal With Prejudice substantially in the form found at <https://nationalopioidsettlement.com>.
4. The Governmental Entity agrees to the terms of the Teva Settlement pertaining to Subdivisions as defined therein.
5. By agreeing to the terms of the Teva Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.
6. The Governmental Entity agrees to use any monies it receives through the Teva Settlement solely for the purposes provided therein.
7. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity’s state where the Consent Judgment is filed for purposes limited to that court’s role as provided in, and for resolving disputes to the extent provided in, the Teva Settlement.



8. The Governmental Entity has the right to enforce the Teva Settlement as provided therein.
9. The Governmental Entity, as a Participating Subdivision or Participating Special District, hereby becomes a Releasor for all purposes in the Teva Settlement, including but not limited to all provisions of Section V (Release), and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the Teva Settlement are intended by Released Entities and the Governmental Entity to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The Teva Settlement shall be a complete bar to any Released Claim.
10. The Governmental Entity hereby takes on all rights and obligations of a Participating Subdivision or Participating Special District as set forth in the Teva Settlement.
11. In connection with the releases provided for in the Teva Settlement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

General Release; extent. A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in the Teva Settlement.

12. Nothing herein is intended to modify in any way the terms of the Teva Settlement, to which Governmental Entity hereby agrees. To the extent this Election and Release is interpreted differently from the Teva Settlement in any respect, the Teva Settlement controls.



I have all necessary power and authorization to execute this Election and Release on behalf of the Governmental Entity.

Signature: _____

Name: _____

Title: _____

Date: _____

Approved as to form only by

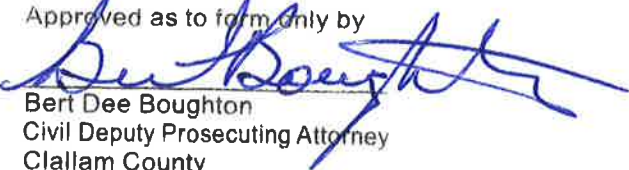

Bert Dee Boughton
Civil Deputy Prosecuting Attorney
Clallam County



EXHIBIT 3
Subdivision Settlement Participation Form
(Exhibit K of the Allergan Settlement)

EXHIBIT K
Subdivision and Special District Settlement Participation Form

Governmental Entity:	State:
Authorized Signatory:	
Address 1:	
Address 2:	
City, State, Zip:	
Phone:	
Email:	

The governmental entity identified above (“*Governmental Entity*”), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Agreement dated November 22, 2022 (“*Allergan Settlement*”), and acting through the undersigned authorized official, hereby elects to participate in the Allergan Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the Allergan Settlement, understands that all terms in this Election and Release have the meanings defined therein, and agrees that by this Election, the Governmental Entity elects to participate in the Allergan Settlement as provided therein.
2. Following the execution of this Settlement Participation Form, the Governmental Entity shall comply with Section III.B of the Allergan Settlement regarding Cessation of Litigation Activities.
3. The Governmental Entity shall, within fourteen (14) days of the Reference Date and prior to the filing of the Consent Judgment, file a request to dismiss with prejudice any Released Claims that it has filed. With respect to any Released Claims pending in *In re National Prescription Opiate Litigation*, MDL No. 2804, the Governmental Entity authorizes the MDL Plaintiffs’ Executive Committee to execute and file on behalf of the Governmental Entity a Stipulation of Dismissal With Prejudice substantially in the form found at <https://nationalopioidsettlement.com>.
4. The Governmental Entity agrees to the terms of the Allergan Settlement pertaining to Subdivisions and Special Districts as defined therein.
5. By agreeing to the terms of the Allergan Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.
6. The Governmental Entity agrees to use any monies it receives through the Allergan Settlement solely for the purposes provided therein.



7. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity's state where the Consent Judgment is filed for purposes limited to that court's role as provided in, and for resolving disputes to the extent provided in, the Allergan Settlement.
8. The Governmental Entity has the right to enforce the Allergan Settlement as provided therein.
9. The Governmental Entity, as a Participating Subdivision or Participating Special District, hereby becomes a Releasor for all purposes in the Allergan Settlement, including, but not limited to, all provisions of **Section V (Release)**, and along with all departments, agencies, divisions, boards, commissions, Subdivisions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity whether elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist in bringing, or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the Allergan Settlement are intended to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The Allergan Settlement shall be a complete bar to any Released Claim.
10. The Governmental Entity hereby takes on all rights and obligations of a Participating Subdivision or Participating Special District as set forth in the Allergan Settlement.
11. In connection with the releases provided for in the Allergan Settlement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

General Release; extent. A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in the Allergan Settlement.

12. Nothing herein is intended to modify in any way the terms of the Allergan Settlement, to which the Governmental Entity hereby agrees. To the extent this Settlement Participation Form is interpreted differently from the Allergan Settlement in any respect, the Allergan Settlement controls.



I have all necessary power and authorization to execute this Settlement Participation Form on behalf of the Governmental Entity.

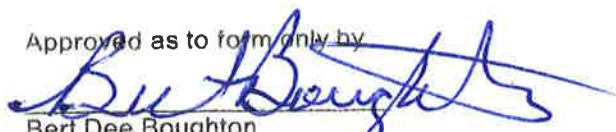
Signature: _____

Name: _____

Title: _____

Date: _____

Approved as to form only by



Bert Dee Boughton
Civil Deputy Prosecuting Attorney
Clallam County



EXHIBIT 4
Subdivision Settlement Participation Form
(Exhibit K of the CVS Settlement)

EXHIBIT K

Subdivision Participation and Release Form

Governmental Entity:	State:
Authorized Signatory:	
Address 1:	
Address 2:	
City, State, Zip:	
Phone:	
Email:	

The governmental entity identified above ("*Governmental Entity*"), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Settlement Agreement dated December 9, 2022 ("*CVS Settlement*"), and acting through the undersigned authorized official, hereby elects to participate in the CVS Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the CVS Settlement, understands that all terms in this Participation and Release Form have the meanings defined therein, and agrees that by executing this Participation and Release Form, the Governmental Entity elects to participate in the CVS Settlement and become a Participating Subdivision as provided therein.
2. The Governmental Entity shall promptly, and in any event no later than 14 days after the Reference Date and prior to the filing of the Consent Judgment, dismiss with prejudice any Released Claims that it has filed. With respect to any Released Claims pending in *In re National Prescription Opiate Litigation*, MDL No. 2804, the Governmental Entity authorizes the Plaintiffs' Executive Committee to execute and file on behalf of the Governmental Entity a Stipulation of Dismissal with Prejudice substantially in the form found at <https://nationalopioidsettlement.com>.
3. The Governmental Entity agrees to the terms of the CVS Settlement pertaining to Participating Subdivisions as defined therein.
4. By agreeing to the terms of the CVS Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.
5. The Governmental Entity agrees to use any monies it receives through the CVS Settlement solely for the purposes provided therein.



6. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity's state where the Consent Judgment is filed for purposes limited to that court's role as provided in, and for resolving disputes to the extent provided in, the CVS Settlement. The Governmental Entity likewise agrees to arbitrate before the National Arbitration Panel as provided in, and for resolving disputes to the extent otherwise provided in, the CVS Settlement.
7. The Governmental Entity has the right to enforce the CVS Settlement as provided therein.
8. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes in the CVS Settlement, including without limitation all provisions of Section XI (Release), and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the CVS Settlement are intended by the Parties to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The CVS Settlement shall be a complete bar to any Released Claim.
9. The Governmental Entity hereby takes on all rights and obligations of a Participating Subdivision as set forth in the CVS Settlement.
10. In connection with the releases provided for in the CVS Settlement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

General Release; extent. A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in the CVS Settlement.



11. Nothing herein is intended to modify in any way the terms of the CVS Settlement, to which Governmental Entity hereby agrees. To the extent this Participation and Release Form is interpreted differently from the CVS Settlement in any respect, the CVS Settlement controls.

I have all necessary power and authorization to execute this Participation and Release Form on behalf of the Governmental Entity.

Signature: _____

Name: _____

Title: _____

Date: _____

Approved as to form only by

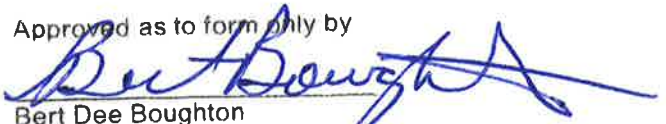

Bert Dee Boughton
Civil Deputy Prosecuting Attorney
Clallam County



EXHIBIT 5
Subdivision Settlement Participation Form
(Exhibit K of the Walgreens Settlement)

EXHIBIT K

Subdivision Participation and Release Form

Governmental Entity:	State:
Authorized Signatory:	
Address 1:	
Address 2:	
City, State, Zip:	
Phone:	
Email:	

The governmental entity identified above (“*Governmental Entity*”), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Settlement Agreement dated December 9, 2022 (“*Walgreens Settlement*”), and acting through the undersigned authorized official, hereby elects to participate in the Walgreens Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the Walgreens Settlement, understands that all terms in this Participation and Release Form have the meanings defined therein, and agrees that by executing this Participation and Release Form, the Governmental Entity elects to participate in the Walgreens Settlement and become a Participating Subdivision as provided therein.
2. The Governmental Entity shall promptly, and in any event no later than 14 days after the Reference Date and prior to the filing of the Consent Judgment, dismiss with prejudice any Released Claims that it has filed. With respect to any Released Claims pending in *In re National Prescription Opiate Litigation*, MDL No. 2804, the Governmental Entity authorizes the Plaintiffs’ Executive Committee to execute and file on behalf of the Governmental Entity a Stipulation of Dismissal with Prejudice substantially in the form found at <https://nationalopioidsettlement.com>.
3. The Governmental Entity agrees to the terms of the Walgreens Settlement pertaining to Participating Subdivisions as defined therein.
4. By agreeing to the terms of the Walgreens Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.
5. The Governmental Entity agrees to use any monies it receives through the Walgreens Settlement solely for the purposes provided therein.



6. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity's state where the Consent Judgment is filed for purposes limited to that court's role as provided in, and for resolving disputes to the extent provided in, the Walgreens Settlement. The Governmental Entity likewise agrees to arbitrate before the National Arbitration Panel as provided in, and for resolving disputes to the extent otherwise provided in, the Walgreens Settlement.
7. The Governmental Entity has the right to enforce the Walgreens Settlement as provided therein.
8. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes in the Walgreens Settlement, including without limitation all provisions of Section XI (Release), and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the Walgreens Settlement are intended by the Parties to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The Walgreens Settlement shall be a complete bar to any Released Claim.
9. The Governmental Entity hereby takes on all rights and obligations of a Participating Subdivision as set forth in the Walgreens Settlement.
10. In connection with the releases provided for in the Walgreens Settlement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

General Release; extent. A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in the Walgreens Settlement.



11. Nothing herein is intended to modify in any way the terms of the Walgreens Settlement, to which Governmental Entity hereby agrees. To the extent this Participation and Release Form is interpreted differently from the Walgreens Settlement in any respect, the Walgreens Settlement controls.

I have all necessary power and authorization to execute this Participation and Release Form on behalf of the Governmental Entity.

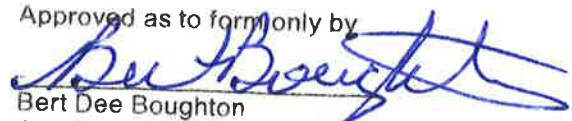
Signature: _____

Name: _____

Title: _____

Date: _____

Approved as to form only by



Bert Dee Boughton
Civil Deputy Prosecuting Attorney
Clallam County



EXHIBIT 6

One Washington Memorandum of Understanding Between Washington Municipalities

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 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 Opioid Abatement Councils in Section C.
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 11 of 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 from a 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 the “County Total” line item 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, 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, and does not subsequently adopt a Regional Agreement per Section C.5, the default mechanism for allocation, distribution and management of Opioid Funds described in Section C.4.a will apply. Each Allocation Region must have an OAC whose composition and responsibilities shall be defined by Regional Agreement or as set forth in Section C.4.

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

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

- a. Opioid Funds shall be allocated within each Allocation 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 the Participating Counties and the Participating Cities or Towns within the Counties based on a default allocation formula. As set forth above in Section 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 by adopting a Regional Agreement, 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 Rohrbach L.L.P.; (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. 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 _____

On behalf of _____

4894-0031-1574, v. 2

EXHIBIT A

OPIOID ABATEMENT STRATEGIES

PART ONE: TREATMENT

A. TREAT OPIOID USE DISORDER (OUD)

Support treatment of Opioid Use Disorder (OUD) and any co-occurring Substance Use Disorder or Mental Health (SUD/MH) conditions, co-usage, and/or co-addiction through evidence-based, evidence-informed, or promising programs or strategies that may include, but are not limited to, the following:

1. Expand availability of treatment for OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction, including all forms of Medication-Assisted Treatment (MAT) approved by the U.S. Food and Drug Administration.
2. Support and reimburse services that include the full American Society of Addiction Medicine (ASAM) continuum of care for OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction, including but not limited to:
 - a. Medication-Assisted Treatment (MAT);
 - b. Abstinence-based treatment;
 - c. Treatment, recovery, or other services provided by states, subdivisions, community health centers; non-for-profit providers; or for-profit providers;
 - d. Treatment by providers that focus on OUD treatment as well as treatment by providers that offer OUD treatment along with treatment for other SUD/MH conditions, co-usage, and/or co-addiction; or
 - e. Evidence-informed residential services programs, as noted below.
3. Expand telehealth to increase access to treatment for OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction, including MAT, as well as counseling, psychiatric support, and other treatment and recovery support services.
4. Improve oversight of Opioid Treatment Programs (OTPs) to assure evidence-based, evidence-informed, or promising practices such as adequate methadone dosing.
5. Support mobile intervention, treatment, and recovery services, offered by qualified professionals and service providers, such as peer recovery coaches, for persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction and for persons who have experienced an opioid overdose.
6. Support treatment of mental health trauma resulting from the traumatic experiences of the opioid user (e.g., violence, sexual assault, human trafficking, or adverse childhood experiences) and family members (e.g., surviving family members after an overdose

or overdose fatality), and training of health care personnel to identify and address such trauma.

7. Support detoxification (detox) and withdrawal management services for persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction, including medical detox, referral to treatment, or connections to other services or supports.
8. Support training on MAT for health care providers, students, or other supporting professionals, such as peer recovery coaches or recovery outreach specialists, including telementoring to assist community-based providers in rural or underserved areas.
9. Support workforce development for addiction professionals who work with persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction.
10. Provide fellowships for addiction medicine specialists for direct patient care, instructors, and clinical research for treatments.
11. Provide funding and training for clinicians to obtain a waiver under the federal Drug Addiction Treatment Act of 2000 (DATA 2000) to prescribe MAT for OUD, and provide technical assistance and professional support to clinicians who have obtained a DATA 2000 waiver.
12. Support the dissemination of web-based training curricula, such as the American Academy of Addiction Psychiatry's Provider Clinical Support Service-Opioids web-based training curriculum and motivational interviewing.
13. Support the development and dissemination of new curricula, such as the American Academy of Addiction Psychiatry's Provider Clinical Support Service for Medication-Assisted Treatment.

B. SUPPORT PEOPLE IN TREATMENT AND RECOVERY

Support people in treatment for and recovery from OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction through evidence-based, evidence-informed, or promising programs or strategies that may include, but are not limited to, the following:

1. Provide the full continuum of care of recovery services for OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction, including supportive housing, residential treatment, medical detox services, peer support services and counseling, community navigators, case management, and connections to community-based services.
2. Provide counseling, peer-support, recovery case management and residential treatment with access to medications for those who need it to persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction.

3. Provide access to housing for people with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction, including supportive housing, recovery housing, housing assistance programs, or training for housing providers.
4. Provide community support services, including social and legal services, to assist in deinstitutionalizing persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction.
5. Support or expand peer-recovery centers, which may include support groups, social events, computer access, or other services for persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction.
6. Provide employment training or educational services for persons in treatment for or recovery from OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction.
7. Identify successful recovery programs such as physician, pilot, and college recovery programs, and provide support and technical assistance to increase the number and capacity of high-quality programs to help those in recovery.
8. Engage non-profits, faith-based communities, and community coalitions to support people in treatment and recovery and to support family members in their efforts to manage the opioid user in the family.
9. Provide training and development of procedures for government staff to appropriately interact and provide social and other services to current and recovering opioid users, including reducing stigma.
10. Support stigma reduction efforts regarding treatment and support for persons with OUD, including reducing the stigma on effective treatment.

C. CONNECT PEOPLE WHO NEED HELP TO THE HELP THEY NEED (CONNECTIONS TO CARE)

Provide connections to care for people who have – or are at risk of developing – OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction through evidence-based, evidence-informed, or promising programs or strategies that may include, but are not limited to, the following:

1. Ensure that health care providers are screening for OUD and other risk factors and know how to appropriately counsel and treat (or refer if necessary) a patient for OUD treatment.
2. Support Screening, Brief Intervention and Referral to Treatment (SBIRT) programs to reduce the transition from use to disorders.
3. Provide training and long-term implementation of SBIRT in key systems (health, schools, colleges, criminal justice, and probation), with a focus on youth and young adults when transition from misuse to opioid disorder is common.

4. Purchase automated versions of SBIRT and support ongoing costs of the technology.
5. Support training for emergency room personnel treating opioid overdose patients on post-discharge planning, including community referrals for MAT, recovery case management or support services.
6. Support hospital programs that transition persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction, or persons who have experienced an opioid overdose, into community treatment or recovery services through a bridge clinic or similar approach.
7. Support crisis stabilization centers that serve as an alternative to hospital emergency departments for persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction or persons that have experienced an opioid overdose.
8. Support the work of Emergency Medical Systems, including peer support specialists, to connect individuals to treatment or other appropriate services following an opioid overdose or other opioid-related adverse event.
9. Provide funding for peer support specialists or recovery coaches in emergency departments, detox facilities, recovery centers, recovery housing, or similar settings; offer services, supports, or connections to care to persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction or to persons who have experienced an opioid overdose.
10. Provide funding for peer navigators, recovery coaches, care coordinators, or care managers that offer assistance to persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction or to persons who have experienced an opioid overdose.
11. Create or support school-based contacts that parents can engage with to seek immediate treatment services for their child; and support prevention, intervention, treatment, and recovery programs focused on young people.
12. Develop and support best practices on addressing OUD in the workplace.
13. Support assistance programs for health care providers with OUD.
14. Engage non-profits and the faith community as a system to support outreach for treatment.
15. Support centralized call centers that provide information and connections to appropriate services and supports for persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction.
16. Create or support intake and call centers to facilitate education and access to treatment, prevention, and recovery services for persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction.

17. Develop or support a National Treatment Availability Clearinghouse – a multistate/nationally accessible database whereby health care providers can list locations for currently available in-patient and out-patient OUD treatment services that are accessible on a real-time basis by persons who seek treatment.

D. ADDRESS THE NEEDS OF CRIMINAL-JUSTICE-INVOLVED PERSONS

Address the needs of persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction who are involved – or are at risk of becoming involved – in the criminal justice system through evidence-based, evidence-informed, or promising programs or strategies that may include, but are not limited to, the following:

1. Support pre-arrest or post-arrest diversion and deflection strategies for persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction, including established strategies such as:
 - a. Self-referral strategies such as the Angel Programs or the Police Assisted Addiction Recovery Initiative (PAARI);
 - b. Active outreach strategies such as the Drug Abuse Response Team (DART) model;
 - c. “Naloxone Plus” strategies, which work to ensure that individuals who have received naloxone to reverse the effects of an overdose are then linked to treatment programs or other appropriate services;
 - d. Officer prevention strategies, such as the Law Enforcement Assisted Diversion (LEAD) model;
 - e. Officer intervention strategies such as the Leon County, Florida Adult Civil Citation Network or the Chicago Westside Narcotics Diversion to Treatment Initiative;
 - f. Co-responder and/or alternative responder models to address OUD-related 911 calls with greater SUD expertise and to reduce perceived barriers associated with law enforcement 911 responses; or
 - g. County prosecution diversion programs, including diversion officer salary, only for counties with a population of 50,000 or less. Any diversion services in matters involving opioids must include drug testing, monitoring, or treatment.
2. Support pre-trial services that connect individuals with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction to evidence-informed treatment, including MAT, and related services.
3. Support treatment and recovery courts for persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction, but only if these courts provide referrals to evidence-informed treatment, including MAT.

4. Provide evidence-informed treatment, including MAT, recovery support, or other appropriate services to individuals with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction who are incarcerated in jail or prison.
5. Provide evidence-informed treatment, including MAT, recovery support, or other appropriate services to individuals with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction who are leaving jail or prison have recently left jail or prison, are on probation or parole, are under community corrections supervision, or are in re-entry programs or facilities.
6. Support critical time interventions (CTI), particularly for individuals living with dual-diagnosis OUD/serious mental illness, and services for individuals who face immediate risks and service needs and risks upon release from correctional settings.
7. Provide training on best practices for addressing the needs of criminal-justice-involved persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction to law enforcement, correctional, or judicial personnel or to providers of treatment, recovery, case management, or other services offered in connection with any of the strategies described in this section.

E. ADDRESS THE NEEDS OF PREGNANT OR PARENTING WOMEN AND THEIR FAMILIES, INCLUDING BABIES WITH NEONATAL ABSTINENCE SYNDROME

Address the needs of pregnant or parenting women with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction, and the needs of their families, including babies with neonatal abstinence syndrome, through evidence-based, evidence-informed, or promising programs or strategies that may include, but are not limited to, the following:

1. Support evidence-based, evidence-informed, or promising treatment, including MAT, recovery services and supports, and prevention services for pregnant women – or women who could become pregnant – who have OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction, and other measures to educate and provide support to families affected by Neonatal Abstinence Syndrome.
2. Provide training for obstetricians or other healthcare personnel that work with pregnant women and their families regarding treatment of OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction.
3. Provide training to health care providers who work with pregnant or parenting women on best practices for compliance with federal requirements that children born with Neonatal Abstinence Syndrome get referred to appropriate services and receive a plan of safe care.
4. Provide enhanced support for children and family members suffering trauma as a result of addiction in the family; and offer trauma-informed behavioral health treatment for adverse childhood events.

5. Offer enhanced family supports and home-based wrap-around services to persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction, including but not limited to parent skills training.
6. Support for Children's Services – Fund additional positions and services, including supportive housing and other residential services, relating to children being removed from the home and/or placed in foster care due to custodial opioid use.

PART TWO: PREVENTION

F. PREVENT OVER-PRESCRIBING AND ENSURE APPROPRIATE PRESCRIBING AND DISPENSING OF OPIOIDS

Support efforts to prevent over-prescribing and ensure appropriate prescribing and dispensing of opioids through evidence-based, evidence-informed, or promising programs or strategies that may include, but are not limited to, the following:

1. Training for health care providers regarding safe and responsible opioid prescribing, dosing, and tapering patients off opioids.
2. Academic counter-detailing to educate prescribers on appropriate opioid prescribing.
3. Continuing Medical Education (CME) on appropriate prescribing of opioids.
4. Support for non-opioid pain treatment alternatives, including training providers to offer or refer to multi-modal, evidence-informed treatment of pain.
5. Support enhancements or improvements to Prescription Drug Monitoring Programs (PDMPs), including but not limited to improvements that:
 - a. Increase the number of prescribers using PDMPs;
 - b. Improve point-of-care decision-making by increasing the quantity, quality, or format of data available to prescribers using PDMPs or by improving the interface that prescribers use to access PDMP data, or both; or
 - c. Enable states to use PDMP data in support of surveillance or intervention strategies, including MAT referrals and follow-up for individuals identified within PDMP data as likely to experience OUD.
6. Development and implementation of a national PDMP – Fund development of a multistate/national PDMP that permits information sharing while providing appropriate safeguards on sharing of private health information, including but not limited to:
 - a. Integration of PDMP data with electronic health records, overdose episodes, and decision support tools for health care providers relating to OUD.

- b. Ensuring PDMPs incorporate available overdose/naloxone deployment data, including the United States Department of Transportation's Emergency Medical Technician overdose database.
7. Increase electronic prescribing to prevent diversion or forgery.
8. Educate Dispensers on appropriate opioid dispensing.

G. PREVENT MISUSE OF OPIOIDS

Support efforts to discourage or prevent misuse of opioids through evidence-based, evidence-informed, or promising programs or strategies that may include, but are not limited to, the following:

1. Corrective advertising or affirmative public education campaigns based on evidence.
2. Public education relating to drug disposal.
3. Drug take-back disposal or destruction programs.
4. Fund community anti-drug coalitions that engage in drug prevention efforts.
5. Support community coalitions in implementing evidence-informed prevention, such as reduced social access and physical access, stigma reduction – including staffing, educational campaigns, support for people in treatment or recovery, or training of coalitions in evidence-informed implementation, including the Strategic Prevention Framework developed by the U.S. Substance Abuse and Mental Health Services Administration (SAMHSA).
6. Engage non-profits and faith-based communities as systems to support prevention.
7. Support evidence-informed school and community education programs and campaigns for students, families, school employees, school athletic programs, parent-teacher and student associations, and others.
8. School-based or youth-focused programs or strategies that have demonstrated effectiveness in preventing drug misuse and seem likely to be effective in preventing the uptake and use of opioids.
9. Support community-based education or intervention services for families, youth, and adolescents at risk for OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction.
10. Support evidence-informed programs or curricula to address mental health needs of young people who may be at risk of misusing opioids or other drugs, including emotional modulation and resilience skills.
11. Support greater access to mental health services and supports for young people, including services and supports provided by school nurses or other school staff, to

address mental health needs in young people that (when not properly addressed) increase the risk of opioid or other drug misuse.

H. PREVENT OVERDOSE DEATHS AND OTHER HARMS

Support efforts to prevent or reduce overdose deaths or other opioid-related harms through evidence-based, evidence-informed, or promising programs or strategies that may include, but are not limited to, the following:

1. Increase availability and distribution of naloxone and other drugs that treat overdoses for first responders, overdose patients, opioid users, families and friends of opioid users, schools, community navigators and outreach workers, drug offenders upon release from jail/prison, or other members of the general public.
2. Provision by public health entities of free naloxone to anyone in the community, including but not limited to provision of intra-nasal naloxone in settings where other options are not available or allowed.
3. Training and education regarding naloxone and other drugs that treat overdoses for first responders, overdose patients, patients taking opioids, families, schools, and other members of the general public.
4. Enable school nurses and other school staff to respond to opioid overdoses, and provide them with naloxone, training, and support.
5. Expand, improve, or develop data tracking software and applications for overdoses/naloxone revivals.
6. Public education relating to emergency responses to overdoses.
7. Public education relating to immunity and Good Samaritan laws.
8. Educate first responders regarding the existence and operation of immunity and Good Samaritan laws.
9. Expand access to testing and treatment for infectious diseases such as HIV and Hepatitis C resulting from intravenous opioid use.
10. Support mobile units that offer or provide referrals to treatment, recovery supports, health care, or other appropriate services to persons that use opioids or persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction.
11. Provide training in treatment and recovery strategies to health care providers, students, peer recovery coaches, recovery outreach specialists, or other professionals that provide care to persons who use opioids or persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction.
12. Support screening for fentanyl in routine clinical toxicology testing.

PART THREE: OTHER STRATEGIES

I. FIRST RESPONDERS

In addition to items C8, D1 through D7, H1, H3, and H8, support the following:

1. Current and future law enforcement expenditures relating to the opioid epidemic.
2. Educate law enforcement or other first responders regarding appropriate practices and precautions when dealing with fentanyl or other drugs.

J. LEADERSHIP, PLANNING AND COORDINATION

Support efforts to provide leadership, planning, and coordination to abate the opioid epidemic through activities, programs, or strategies that may include, but are not limited to, the following:

1. Community regional planning to identify goals for reducing harms related to the opioid epidemic, to identify areas and populations with the greatest needs for treatment intervention services, or to support other strategies to abate the opioid epidemic described in this opioid abatement strategy list.
2. A government dashboard to track key opioid-related indicators and supports as identified through collaborative community processes.
3. Invest in infrastructure or staffing at government or not-for-profit agencies to support collaborative, cross-system coordination with the purpose of preventing overprescribing, opioid misuse, or opioid overdoses, treating those with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction, supporting them in treatment or recovery, connecting them to care, or implementing other strategies to abate the opioid epidemic described in this opioid abatement strategy list.
4. Provide resources to staff government oversight and management of opioid abatement programs.

K. TRAINING

In addition to the training referred to in various items above, support training to abate the opioid epidemic through activities, programs, or strategies that may include, but are not limited to, the following:

1. Provide funding for staff training or networking programs and services to improve the capability of government, community, and not-for-profit entities to abate the opioid crisis.
2. Invest in infrastructure and staffing for collaborative cross-system coordination to prevent opioid misuse, prevent overdoses, and treat those with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction, or implement other

strategies to abate the opioid epidemic described in this opioid abatement strategy list (e.g., health care, primary care, pharmacies, PDMPs, etc.).

L. RESEARCH

Support opioid abatement research that may include, but is not limited to, the following:

1. Monitoring, surveillance, and evaluation of programs and strategies described in this opioid abatement strategy list.
2. Research non-opioid treatment of chronic pain.
3. Research on improved service delivery for modalities such as SBIRT that demonstrate promising but mixed results in populations vulnerable to opioid use disorders.
4. Research on innovative supply-side enforcement efforts such as improved detection of mail-based delivery of synthetic opioids.
5. Expanded research on swift/certain/fair models to reduce and deter opioid misuse within criminal justice populations that build upon promising approaches used to address other substances (e.g. Hawaii HOPE and Dakota 24/7).
6. Research on expanded modalities such as prescription methadone that can expand access to MAT.

EXHIBIT B

County	Local Government	% Allocation
--------	------------------	--------------

Adams County

Adams County	0.1638732475%
Hatton	
Lind	
Othello	
Ritzville	
Washtucna	
County Total:	0.1638732475%

Asotin County

Asotin County	0.4694498386%
Asotin	
Clarkston	
County Total:	0.4694498386%

Benton County

Benton County	1.4848831892%
Benton City	
Kennewick	0.5415650564%
Prosser	
Richland	0.4756779517%
West Richland	0.0459360490%
County Total:	2.5480622463%

Chelan County

Chelan County	0.7434914485%
Cashmere	
Chelan	
Entiat	
Leavenworth	
Wenatchee	0.2968333494%
County Total:	1.0403247979%

Clallam County

Clallam County	1.3076983401%
Forks	
Port Angeles	0.4598370527%
Sequim	
County Total:	1.7675353928%

EXHIBIT B

County	Local Government	% Allocation
<u>Clark County</u>		
	Clark County	4.5149775326%
	Battle Ground	0.1384729857%
	Camas	0.2691592724%
	La Center	
	Ridgefield	
	Vancouver	1.7306605325%
	Washougal	0.1279328220%
	Woodland***	
	Yacolt	
	County Total:	6.7812031452%
<u>Columbia County</u>		
	Columbia County	0.0561699537%
	Dayton	
	Starbuck	
	County Total:	0.0561699537%
<u>Cowlitz County</u>		
	Cowlitz County	1.7226945990%
	Castle Rock	
	Kalama	
	Kelso	0.1331145270%
	Longview	0.6162736905%
	Woodland***	
	County Total:	2.4720828165%
<u>Douglas County</u>		
	Douglas County	0.3932175175%
	Bridgeport	
	Coulee Dam***	
	East Wenatchee	0.0799810865%
	Mansfield	
	Rock Island	
	Waterville	
	County Total:	0.4731986040%
<u>Ferry County</u>		
	Ferry County	0.1153487994%
	Republic	
	County Total:	0.1153487994%

*** - Local Government appears in multiple counties B-2

EXHIBIT B

County	Local Government	% Allocation
<u>Franklin County</u>		
	Franklin County	0.3361237144%
	Connell	
	Kahlotus	
	Mesa	
	Pasco	0.4278056066%
	County Total:	0.7639293210%
<u>Garfield County</u>		
	Garfield County	0.0321982209%
	Pomeroy	
	County Total:	0.0321982209%
<u>Grant County</u>		
	Grant County	0.9932572167%
	Coulee City	
	Coulee Dam***	
	Electric City	
	Ephrata	
	George	
	Grand Coulee	
	Hartline	
	Krupp	
	Mattawa	
	Moses Lake	0.2078293909%
	Quincy	
	Royal City	
	Soap Lake	
	Warden	
	Wilson Creek	
	County Total:	1.2010866076%

EXHIBIT B

County	Local Government	% Allocation
<u>Grays Harbor County</u>		
	Grays Harbor County	0.9992429138%
	Aberdeen	0.2491525333%
	Cosmopolis	
	Elma	
	Hoquiam	
	McCleary	
	Montesano	
	Oakville	
	Ocean Shores	
	Westport	
	County Total:	1.2483954471%
<u>Island County</u>		
	Island County	0.6820422610%
	Coupeville	
	Langley	
	Oak Harbor	0.2511550431%
	County Total:	0.9331973041%
<u>Jefferson County</u>		
	Jefferson County	0.4417137380%
	Port Townsend	
	County Total:	0.4417137380%

EXHIBIT B

County	Local Government	% Allocation
<u>King County</u>		
	King County	13.9743722662%
	Algona	
	Auburn***	0.2622774917%
	Beaux Arts Village	
	Bellevue	1.1300592573%
	Black Diamond	
	Bothell***	0.1821602716%
	Burien	0.0270962921%
	Carnation	
	Clyde Hill	
	Covington	0.0118134406%
	Des Moines	0.1179764526%
	Duvall	
	Enumclaw***	0.0537768326%
	Federal Way	0.3061452240%
	Hunts Point	
	Issaquah	0.1876240107%
	Kenmore	0.0204441024%
	Kent	0.5377397676%
	Kirkland	0.5453525246%
	Lake Forest Park	0.0525439124%
	Maple Valley	0.0093761587%
	Medina	
	Mercer Island	0.1751797481%
	Milton***	
	Newcastle	0.0033117880%
	Normandy Park	
	North Bend	
	Pacific***	
	Redmond	0.4839486007%
	Renton	0.7652626920%
	Sammamish	0.0224369090%
	SeaTac	0.1481551278%
	Seattle	6.6032403816%
	Shoreline	0.0435834501%
	Skykomish	
	Snoqualmie	0.0649164481%
	Tukwila	0.3032205739%
	Woodinville	0.0185516364%
	Yarrow Point	
	County Total:	26.0505653608%

*** - Local Government appears in multiple counties B-5

EXHIBIT B

County	Local Government	% Allocation
--------	------------------	--------------

Kitsap County

Kitsap County	2.6294133668%
Bainbridge Island	0.1364686014%
Bremerton	0.6193374389%
Port Orchard	0.1009497162%
Poulsbo	0.0773748246%
County Total:	3.5635439479%

Kittitas County

Kittitas County	0.3855704683%
Cle Elum	
Ellensburg	0.0955824915%
Kittitas	
Roslyn	
South Cle Elum	
County Total:	0.4811529598%

Klickitat County

Klickitat County	0.2211673457%
Bingen	
Goldendale	
White Salmon	
County Total:	0.2211673457%

Lewis County

Lewis County	1.0777377479%
Centralia	0.1909990353%
Chehalis	
Morton	
Mossyrock	
Napavine	
Pe Ell	
Toledo	
Vader	
Winlock	
County Total:	1.2687367832%

EXHIBIT B

County	Local Government	% Allocation
--------	------------------	--------------

Lincoln County

Lincoln County	0.1712669645%
Almira	
Creston	
Davenport	
Harrington	
Odessa	
Reardan	
Sprague	
Wilbur	
County Total:	0.1712669645%

Mason County

Mason County	0.8089918012%
Shelton	0.1239179888%
County Total:	0.9329097900%

Okanogan County

Okanogan County	0.6145043345%
Brewster	
Conconully	
Coulee Dam***	
Elmer City	
Nespelem	
Okanogan	
Omak	
Oroville	
Pateros	
Riverside	
Tonasket	
Twisp	
Winthrop	
County Total:	0.6145043345%

Pacific County

Pacific County	0.4895416466%
Ilwaco	
Long Beach	
Raymond	
South Bend	
County Total:	0.4895416466%

EXHIBIT B

County	Local Government	% Allocation
--------	------------------	--------------

Pend Oreille County

Pend Oreille County	0.2566374940%
Cusick	
Ione	
Metaline	
Metaline Falls	
Newport	
County Total:	0.2566374940%

Pierce County

Pierce County	7.2310164020%
Auburn***	0.0628522112%
Bonney Lake	0.1190773864%
Buckley	
Carbonado	
DuPont	
Eatonville	
Edgewood	0.0048016791%
Enumclaw***	0.0000000000%
Fife	0.1955185481%
Fircrest	
Gig Harbor	0.0859963345%
Lakewood	0.5253640894%
Milton***	
Orting	
Pacific***	
Puyallup	0.3845704814%
Roy	
Ruston	
South Prairie	
Steilacoom	
Sumner	0.1083157569%
Tacoma	3.2816374617%
University Place	0.0353733363%
Wilkeson	
County Total:	12.0345236870%

San Juan County

San Juan County	0.2101495171%
Friday Harbor	
County Total:	0.2101495171%

EXHIBIT B

County	Local Government	% Allocation
<u>Skagit County</u>		
	Skagit County	1.0526023961%
	Anacortes	0.1774962906%
	Burlington	0.1146861661%
	Concrete	
	Hamilton	
	La Conner	
	Lyman	
	Mount Vernon	0.2801063665%
	Sedro-Woolley	0.0661146351%
	County Total:	1.6910058544%
<u>Skamania County</u>		
	Skamania County	0.1631931925%
	North Bonneville	
	Stevenson	
	County Total:	0.1631931925%
<u>Snohomish County</u>		
	Snohomish County	6.9054415622%
	Arlington	0.2620524080%
	Bothell***	0.2654558588%
	Brier	
	Darrington	
	Edmonds	0.3058936009%
	Everett	1.9258363241%
	Gold Bar	
	Granite Falls	
	Index	
	Lake Stevens	0.1385202891%
	Lynnwood	0.7704629214%
	Marysville	0.3945067827%
	Mill Creek	0.1227939546%
	Monroe	0.1771621898%
	Mountlake Terrace	0.2108935805%
	Mukilteo	0.2561790702%
	Snohomish	0.0861097964%
	Stanwood	
	Sultan	
	Woodway	
	County Total:	11.8213083387%

EXHIBIT B

County	Local Government	% Allocation
<u>Spokane County</u>		
	Spokane County	5.5623859292%
	Airway Heights	
	Cheney	0.1238454349%
	Deer Park	
	Fairfield	
	Latah	
	Liberty Lake	0.0389636519%
	Medical Lake	
	Millwood	
	Rockford	
	Spangle	
	Spokane	3.0872078287%
	Spokane Valley	0.0684217500%
	Waverly	
	County Total:	8.8808245947%
<u>Stevens County</u>		
	Stevens County	0.7479240179%
	Chewelah	
	Colville	
	Kettle Falls	
	Marcus	
	Northport	
	Springdale	
	County Total:	0.7479240179%
<u>Thurston County</u>		
	Thurston County	2.3258492094%
	Bucoda	
	Lacey	0.2348627221%
	Olympia	0.6039423385%
	Rainier	
	Tenino	
	Tumwater	0.2065982350%
	Yelm	
	County Total:	3.3712525050%
<u>Wahkiakum County</u>		
	Wahkiakum County	0.0596582197%
	Cathlamet	
	County Total:	0.0596582197%

*** - Local Government appears in multiple counties B-10

EXHIBIT B

County	Local Government	% Allocation
--------	------------------	--------------

Walla Walla County

Walla Walla County	0.5543870294%
College Place	
Prescott	
Waitsburg	
Walla Walla	0.3140768654%
County Total:	0.8684638948%

Whatcom County

Whatcom County	1.3452637306%
Bellingham	0.8978614577%
Blaine	
Everson	
Ferndale	0.0646101891%
Lynden	0.0827115612%
Nooksack	
Sumas	
County Total:	2.3904469386%

Whitman County

Whitman County	0.2626805837%
Albion	
Colfax	
Colton	
Endicott	
Farmington	
Garfield	
LaCrosse	
Lamont	
Malden	
Oakesdale	
Palouse	
Pullman	0.2214837491%
Rosalia	
St. John	
Tekoa	
Uniontown	
County Total:	0.4841643328%

EXHIBIT B

County	Local Government	% Allocation
<u>Yakima County</u>		
	Yakima County	1.9388392959%
	Grandview	0.0530606109%
	Granger	
	Harrah	
	Mabton	
	Moxee	
	Naches	
	Selah	
	Sunnyside	0.1213478384%
	Tieton	
	Toppenish	
	Union Gap	
	Wapato	
	Yakima	0.6060410539%
	Zillah	
	County Total:	2.7192887991%

Exhibit C

KING COUNTY REGIONAL AGREEMENT

King County intends to explore coordination with its cities and towns to facilitate a Regional Agreement for Opioid Fund allocation. Should some cities and towns choose not to participate in a Regional Agreement, this shall not preclude coordinated allocation for programs and services between the County and those cities and towns who elect to pursue a Regional Agreement. As contemplated in C.5 of the MOU, any Regional Agreement shall comply with the terms of the MOU and any Settlement. If no Regional Agreement is achieved, the default methodology for allocation in C.4 of the MOU shall apply.



AGENDA ITEM SUMMARY

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

48
MAR 13 2023

Department: IT GIS

WORK SESSION ☒ Meeting Date: 3/13/23

REGULAR AGENDA ☐ Meeting Date:

Required originals approved and attached? ☐

Will be provided on:

Item summary:

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

Documents exempt from public disclosure attached: ☐

Executive summary:

The GIS Update contract with Earth System Research Institute (ESRI) included drafting a Clallam County Geospatial Strategy. The Strategy was compiled with input from over 41 stakeholders from 15 county departments participated and contributed. The workshops were designed to review and assess the current and future implementation of the ESRI technology platform and the County's Geographic Information System (GIS) organization support structure in support of business operations and agency objectives. The inputs and findings from the workshop have been compiled, first draft review has occurred, initial comments have been incorporated, and the 2023-2024 Geospatial Strategy and roadmap output is ready to share. The GIS Manager and ESRI Team will jointly present the Geospatial Strategy StoryMap.

To view the StoryMap with all graphics enabled, see

<https://bit.ly/clallamgeospatialstrategy> or



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?) **NONE**

County Official signature & print name: Mark Doten

Name of Employee/Stakeholder attending meeting: Mark Doten, Chad Theismann

Relevant Departments: IT

Date submitted: 3-8-23

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

Agenda Item Summary 3-13-23
Revised: 3-04-2019

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



Geospatial Strategy

A business oriented plan to define how Clallam County will utilize GIS and Spatial solutions to achieve its goals and desired outcomes

A collaborative initiative between Clallam County and Esri

History of GIS at Clallam County

Clallam County government acquired and began using geographic information system (GIS) software in the 90's to help meet state Growth Management Act requirements. The GIS maps and tools that have been developed since that time have enabled GIS to be integral to the business operations of nearly every single county department.

The continued growth and use of GIS was largely a result of individual efforts in the Assessor's Department and the Department of Community Development (DCD). This growth occurred largely in an ad hoc fashion; there was no unified and documented vision for how the spatial data and tools would be managed on a county-wide

long-term basis. This deficiency and the growing dependence on GIS for the efficient business operations of the county was recognized by Administrators and Commissioners and in 2006 invested in the development of the Clallam County GIS Assessment and Strategic Plan. The report provided a solid overview of the business issues surrounding the county's GIS activities. Conclusions from the 2006 report are still valid today including:

- The cornerstone of any successful countywide GIS program is its management structure
- Completion of county GIS data enhancements is overdue
- Smooth integration of the GIS with other business systems is a high priority
- There is a need for energetic marketing of GIS to identify high-benefit applications throughout county agencies and the community
- The county needs an innovative funding strategy for GIS
- The county's GIS relies on a solid IT infrastructure

GIS services and resources have become an indispensable tool for providing timely business functions for nearly all county departments. The increasing county GIS needs and growing demand for modern tools and solutions led to prioritizing the crafting of a current Geospatial Strategy and roadmap.

Approach

The strategic planning process was guided by a set of core principles to ensure the strategy was actionable, flexible, and consumable.

Inclusive : The strategy incorporates input from a cross-section of County stakeholders

Value-focused : The strategy prioritizes opportunities that deliver material benefits to the County

Best Practices : The strategy prioritizes industry best-practices alongside emerging trends



click image to enlarge

Aligned : The strategy aligns with the County's overall strategic priorities

Collaborative : The strategy was developed and validated via collaboration with the County's department and division stakeholders

Why Location Matters

The interests of a county are inherently geographic in nature. Without a consideration for location, the county cannot effectively manage its assets or deliver services to the public. Through robust geospatial solutions, a county empowers itself with location intelligence.

Location Intelligence

Location intelligence is the ability to derive insights from geographic information. There is increasing recognition of the value that location intelligence provides in support of public service delivery.



Where We Are

Recent Accomplishments

Modern Implementation of ArcGIS Tools and Environment :

Deployed ArcGIS Infrastructure following current best practices and industry standards. Includes federated on-premise servers and off-premise servers for public access to data, apps, and system resiliency.

Updated Public Facing Hub Site : Modern and centralized location for the public to access recently shared county applications and data via a self serve and intuitive site

Comprehensive Emergency Management Plan (CEMP) :

Approved by Fema with a score of 91/100

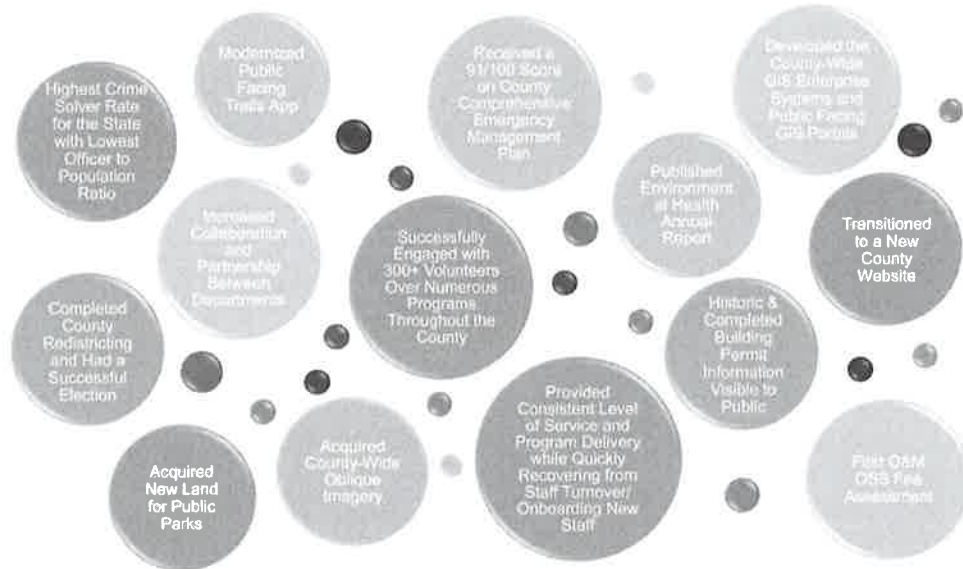
Countywide Oblique Imagery : Recently purchased from Eagle View "add link"

Redistricting Successfully Completed for the County : Series of supporting applications developed and shared via the County

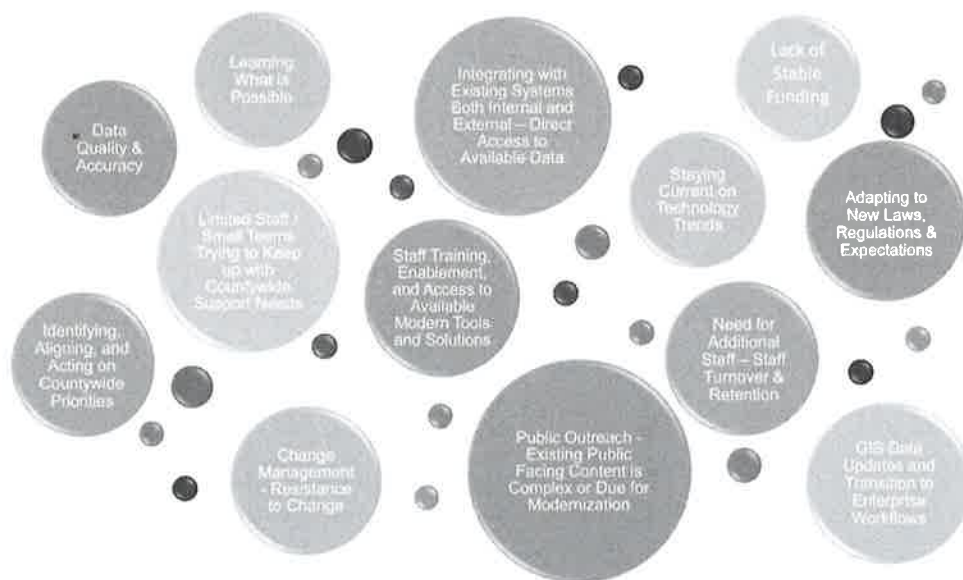
GIS Hub site including "Find My Voter Precinct," Ballot Box Drop-Off Locator," and "Voting District and Precinct Locator"

Engaged with over 300 volunteers : Engaged via multiple programs including Master Gardeners, Land Stewardship, and 4H Youth

Shared Wins



Shared Challenges



Our Vision and Strategy

Clallam County is an inclusive and collaborative community that supports one another as well as they are able, given staffing and funding challenges. The GIS community within the organization is small but mighty and has had numerous successes even in the most challenging of circumstances. Looking forward, the county strives to become a place where innovation and insights derived from location information is available throughout the departments and divisions, which will come from increasing awareness and continuing to enable staff.

Strategic Goals

The goals below represent the broad and primary outcomes targeted by our strategy.



Themes

Our strategy is organized around a set of 5 themes under which we will group our action items in order to incrementally work towards and achieve Clallam County's desired future state.



These themes and actions were based on information gathered during the breakout sessions with each group. Data collected included the current state rankings of spatial technology adoption, in each division of Clallam County that participated in the workshop series. We referenced the nine GIS patterns of practice to understand how much GIS is implemented in the department through a self-ranking exercise. We then used the patterns of practice to guide which spatial technology each division was most interested in developing for their future state.



click image to enlarge

The chart below allows you to swipe right and left to compare each group's self ranked current state, with the highlighted cells below being identified as most important to develop for their desired future state.

Current and Future State Comparison

Drag the Arrow button in the chart below to the right to see the self ranked current state, and drag the Arrow button to the left to see the patterns of use prioritized for future development, highlighted in bright blue.

	Mapping & Visualization	Data Management	Field Mobility	Monitoring	Analytics	Design & Planning	Decision Support	Constituent Engagement	Sharing & Collaboration
● None ● Aware ● Enabled ● Advantaged									
Natural Resources	●	●	●	●	●	●	●	●	●
Public Works	●	●	●	●	●	●	●	●	●
Env. Health	●	●	●	●	●	●	●	●	●
Code Enforcement	●	●	●	●	●	●	●	●	●
Building	●	●	●	●	●	●	●	●	●
Planning	●	●	●	●	●	●	●	●	●
Parks	●	●	●	●	●	●	●	●	●
Noxious Weeds	●	●	●	●	●	●	●	●	●
WSU	●	●	●	●	●	●	●	●	●
Auditors	●	●	●	●	●	●	●	●	●
Assessors	●	●	●	●	●	●	●	●	●
Emergency Operations	●	●	●	●	●	●	●	●	●
Patrol	●	●	●	●	●	●	●	●	●
SAR	●	●	●	●	●	●	●	●	●
GIS - IT	●	●	●	●	●	●	●	●	●

Theme 1 - Foundation

Build and maintain a modern enterprise geospatial system with established best practices to guide data centralization, standardization, and management.

- Grant access to representatives from each division to the recently established GIS Enterprise Portal
- Strategically utilize public facing Cloud Environment and internal facing Portal for app development
- Identify data gaps/missing data and prioritize collection methods or schema updates to begin to collect and fill in gaps (sewers, culverts, storm assets, on-site septic, Olympic Discovery Trail, critical areas)
- Revisit and realign Geospatial Strategy

Theme 2 - Enablement

Provide staff throughout the county with the access and resources they need to effectively utilize the tools now available in the county's Enterprise GIS environments.

- New Tech Demonstrations to increase awareness of what's possible –Hub Premium, Story Maps, Survey123, Citizen Problem Reporter, Agriculture Solutions, Emergency Management Tools, Insights, Business Analyst, Data Interop
- Invite users to either MyEsri or ArcGIS Online and enable access to free training
- Create and share out learning plans for various skill levels
- Pursue instruction and learning resources to accelerate staff enablement and familiarization with GIS Enterprise tools and solutions
- Begin transitioning ownership of apps in development to the divisions so they can develop/configure further with reach back support to core GIS-IT staff
- Invite staff to present during established GIS community meetings to showcase apps they have been working on and share their wins/experience

Theme 3 - Data Access and Quality

Begin to collect and migrate data to centralized spatial databases to allow for easier access. Identify key/often asked for datasets and prioritize validation and quality checks to begin to build reliable data sources.

- Begin work towards consolidating and centralizing priority data sources
- Begin work towards data validation and improved accuracy
- Begin collaboration with partner organizations and jurisdictions for potential direct access to data of shared importance
- Address data quality and workflow improvements
- Complete Redistricting
- Develop Energov GIS workflows
- Migrate legacy Access DBs to spatially enabled SQL DBs (Water Quality Data, Noxious Weeds Data)
- Migrate legacy models to ArcPro
- Work towards data driven decision making for housing strategies, buildable lands, capacity planning, and analysis

- Geo-enable elections
- One authoritative central address geocoder / data source

Theme 4 - Communication and Engagement

Ensure that decision makers, partnering organizations, and the public are aware of the services and data available.

- Establish a Quarterly GIS Users Meeting to Share Wins and Promote Ongoing Awareness
- Improve and Modernize Public Outreach Tools and Web Presence (More Intuitive)
- Increase ease of access for public data input points – Public data entry surveys/applications
- Develop a volunteer centric Hub Page to communicate upcoming volunteer events and to help organize ongoing events
- Develop public facing Hub Page for CPODs information
- Develop self serve public facing parcel information application

Theme 5 - Innovation and Modernization

Work towards harnessing innovative location intelligence technology and integrating with new and existing systems to support county-wide objectives. Modernize paper based and out of date workflows to increase efficiency and maximize staff time.

- Develop COTs Proof of Concept Applications for the Divisions
- Further Develop Field Maps Application with Trails Inventory
- Further Develop Emergency Management Applications
- Develop and disseminate prototype applications using enterprise apps
- Modernize field inspection workflows – live updates from the field for utilities, bridges, roads, trails
- Modernize noxious weed infestation tracking workflows
- Modernize field workflows for volunteers
- Transition to current version of Desktop software (ArcGIS Pro) Countywide

- Transition to Parcel Fabric workflows

Roadmap

	Q2 2023	Q3 2023	Q4 2023	Q1 2024	Q2 2024	Q3 2024
Foundation	Build Access to Information from Data Owner and Users Enterprise GIS Services Portal	Improve ability to use spatial data Enterprise and more sharing across Enterprise GIS as a whole	Verify data accuracy and data quality control Enterprise GIS as a whole	Verify data accuracy and data quality control Enterprise GIS as a whole	Verify data accuracy and data quality control Enterprise GIS as a whole	Verify data accuracy and data quality control Enterprise GIS as a whole
Enablement	Improve ability to use spatial data Enterprise and more sharing across Enterprise GIS as a whole	Improve ability to use spatial data Enterprise and more sharing across Enterprise GIS as a whole	Improve ability to use spatial data Enterprise and more sharing across Enterprise GIS as a whole	Improve ability to use spatial data Enterprise and more sharing across Enterprise GIS as a whole	Improve ability to use spatial data Enterprise and more sharing across Enterprise GIS as a whole	Improve ability to use spatial data Enterprise and more sharing across Enterprise GIS as a whole
Data Access and Quality	Improve ability to use spatial data Enterprise and more sharing across Enterprise GIS as a whole	Improve ability to use spatial data Enterprise and more sharing across Enterprise GIS as a whole	Improve ability to use spatial data Enterprise and more sharing across Enterprise GIS as a whole	Improve ability to use spatial data Enterprise and more sharing across Enterprise GIS as a whole	Improve ability to use spatial data Enterprise and more sharing across Enterprise GIS as a whole	Improve ability to use spatial data Enterprise and more sharing across Enterprise GIS as a whole
Communication and Engagement	Improve ability to use spatial data Enterprise and more sharing across Enterprise GIS as a whole	Improve ability to use spatial data Enterprise and more sharing across Enterprise GIS as a whole	Improve ability to use spatial data Enterprise and more sharing across Enterprise GIS as a whole	Improve ability to use spatial data Enterprise and more sharing across Enterprise GIS as a whole	Improve ability to use spatial data Enterprise and more sharing across Enterprise GIS as a whole	Improve ability to use spatial data Enterprise and more sharing across Enterprise GIS as a whole
Innovation and Modernization	Improve ability to use spatial data Enterprise and more sharing across Enterprise GIS as a whole	Improve ability to use spatial data Enterprise and more sharing across Enterprise GIS as a whole	Improve ability to use spatial data Enterprise and more sharing across Enterprise GIS as a whole	Improve ability to use spatial data Enterprise and more sharing across Enterprise GIS as a whole	Improve ability to use spatial data Enterprise and more sharing across Enterprise GIS as a whole	Improve ability to use spatial data Enterprise and more sharing across Enterprise GIS as a whole

click image to enlarge



Now

Focus on foundation, begin promoting new GIS Enterprise Environment and increasing access. Increase awareness of tools and resources currently available to county users through a series of demos via reoccurring user group meetings.

3 Months

Continue investing in foundation while beginning to build capabilities through staff training and enablement. Begin application and tool proof of concepts focusing on tools requested during the workshop - Public outreach, Field collection and inspection workflows and apps, Emergency management tools, Assessor's Dept. Dashboard, and Trails inventory.

6 Months

Prioritize key datasets to focus on quality improvements, centralized access, workflow efficiency and modernization efforts. Identify data gaps and begin prototyping collection methods to fill in missing information and data.

9 Months

Evaluate and adjust - re-prioritize if needed. Begin access database modernization efforts, migrating data to spatially enabled SQL databases (Noxious Weeds, Water Quality, Environmental Health OSS, Streamkeepers).



12 Months

Increase usage and capacity through self-service from newly enabled staff. Potentially transfer ownership of in-development applications to the divisions to develop further with reach back support to core GIS-IT team as needed.

Beyond

Revisit plan to discuss and identify additional business needs and challenges that could be supported through the geospatial platform.

November 10, 2022

Geospatial Strategy Kick Off

**November 14, 2022**

Breakout Sessions 1 & 2

**November 15, 2022**

Breakout Sessions 3 & 4

**December 20, 2022**

Review of Draft Geospatial Strategy Story Map

**January 2023**

Geospatial Strategy Close Out Session

If you have any questions regarding the Geospatial Strategy for Clallam County, please contact Chad Theismann at chad.theismann@clallamcountywa.gov or at 360.417.2260

Contributing Departments and Divisions:

Natural Resources, Public Works, Environmental Health, Code Enforcement, Building, Planning, Parks, Noxious Weeds, Washington State University

Extension, Auditors, Assessors, Emergency Operations, Patrol, Search and
Rescue, GIS - Information Technology

Angela LaLonde

alalonde@esri.com

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MAR 13 2023



AGENDA ITEM SUMMARY

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

Department: Public Works/Road

WORK SESSION ☐ **Meeting Date: March 13, 2023**

REGULAR AGENDA ☒ **Meeting Date: March 21, 2023**

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 | ☐ |

Documents exempt from public disclosure attached: ☐

Executive summary:

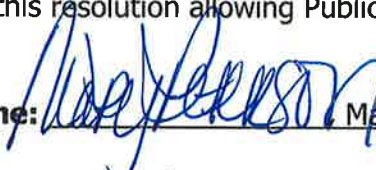
This item is a resolution required by MRSC to utilize them for advertising, building, maintaining and using their Small Works & Professional Services Roster services.

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?** ☐

With the savings of staff time, publication & exposure to a broader market of contractors (including local contractors), there should be no significant increase in cost.

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

That the Commissioners review and sign this resolution allowing Public Works to utilize MRSC's roster services.

County Official signature & print name:  Mary Peterson for Joe Donisi, P.E.

Name of Employee/Stakeholder attending meeting: Joe Donisi & Mary Peterson

Relevant Departments: Public Works

Date submitted: 03/08/2023

* 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)



CR RESOLUTION ____, 2023

ESTABLISHING A SMALL WORKS AND PROFESSIONAL/ENGINEERING SERVICES
ROSTER
PROCESS FOR PUBLIC WORKS CONTRACTS

THE BOARD OF CLALLAM COUNTY COMMISSIONERS finds as follows:

1. WHEREAS, RCW 39.04.155, CCC 3.12 and other laws regarding contracting for public works by municipalities, allow certain contracts to be awarded by a small works roster process; and
2. WHEREAS, RCW 39.80, CCC 3.12 and other laws regarding contracting for consulting services by municipalities allow certain contracts to be awarded by a consultant roster process;

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

Section 1. MRSC Rosters. Clallam County Public Works wishes to contract with the Municipal Research and Services Center of Washington (MRSC) to have their official rosters hosted in the online database for Clallam County's use for small public works contracts and professional consulting services, developed and maintained by MRSC through MRSC Rosters and authorizes the Clallam County Engineer to sign that contract.

Section 2. Small Public Works Roster. The following small works roster procedures are established for use by Clallam County Public Works pursuant to RCW 39.04.155, Clallam County Code 3.12, and Clallam County Administrative Policy 560:

1. **Cost.** Clallam County Public Works need not comply with formal sealed bidding procedures for the construction, building, renovation, remodeling, alteration, repair, or improvement of real property where the estimated cost does not exceed the limit established for the small works roster process in RCW 39.04.155, CCC 3.12, or other authorizing agency statute, which includes the costs of labor, material, equipment, sales, or use taxes as applicable. Instead, Clallam County Public Works may use the Small Public Works Roster procedures for public works projects as set forth in this resolution. The breaking of any project into units or accomplishing any projects by phases is prohibited if it is done for the purpose of avoiding the maximum dollar amount of a contract that may be let using the small works roster process.
2. **Publication.** At least once a year, MRSC shall, on behalf of Clallam County Public Works, publish in a newspaper of general circulation within the municipality's jurisdiction a notice of the existence of the small works roster and solicit the names of contractors for the small works roster. MRSC shall add responsible contractors to the small works roster at any time that a contractor completes the online application provided by MRSC and meets minimum State requirements for roster listing.
3. **Quotations.** Clallam County Public Works shall obtain written or electronic quotations for public works contracts from contractors on the appropriate small works roster to assure that a competitive price is established and to award contracts to a contractor who meets the mandatory bidder responsibility criteria in RCW 39.04.350(1). Clallam County Public Works may establish supplementary bidder criteria under RCW 39.04.350 (2) to be considered in the process of awarding a contract.
 - a) A contract awarded from a small works roster will not be advertised. Invitations for quotations shall include an estimate of the scope and nature of the work to be performed as well as materials and equipment to be furnished. However, detailed plans and specifications need not be included in the invitation.
 - b) Quotations may be invited from all appropriate contractors on the appropriate small works roster. As an alternative, quotations may be invited from at least five contractors on the appropriate small works roster who have indicated the capability of performing

the kind of work being contracted, in a manner that will equitably distribute the opportunity among the contractors on the appropriate roster. "Equitably distribute" means that Clallam County Public Works may not favor certain contractors on the appropriate small works roster over other contractors on the appropriate small works roster who perform similar services.

If the estimated cost of the work is from one hundred and fifty thousand dollars (\$150,000) up to the authorized threshold for use of the small works roster process in RCW 39.04.155 or other authorizing agency statute, Clallam County Public Works may choose to solicit bids from less than all the appropriate contractors on the appropriate small works roster but must notify the remaining contractors on the appropriate small works roster that quotations on the work are being sought. Clallam County Public Works has the sole option of determining whether this notice to the remaining contractors is made by:

- (I) publishing notice in a legal newspaper in general circulation in the area where the work is to be done;
 - (II) mailing a notice to these contractors; or
 - (III) sending a notice to these contractors by facsimile or email.
- c) At the time bids are solicited, Clallam County Public Works representative shall not inform a contractor of the terms or amount of any other contractor's bid for the same project;
 - d) A written record shall be made by Clallam County Public Works representative of each contractor's bid on the project and of any conditions imposed on the bid. Immediately after an award is made, the bid quotations obtained shall be recorded, open to public inspection, and available by telephone inquiry.
4. **Limited Public Works Process.** Clallam County Public Works may award a contract for work, construction, alteration, repair, or improvement projects using the limited public works process if the project cost is equal to or less than the amount established in RCW 39.04.155 (3). For a limited public works project, Clallam County Public Works will solicit electronic or written quotations from a minimum of three contractors from the appropriate small works roster and shall award the contract to the lowest responsible bidder as defined under RCW 39.04.010. After an award is made, the quotations shall be open to public inspection and available by electronic request.

For limited public works projects, the Clallam County Public Works may waive the payment and performance bond requirements of chapter 39.08 RCW and the retainage requirements of chapter 60.28 RCW, thereby assuming the liability for the contractor's nonpayment of laborers, mechanics, subcontractors, material men, suppliers, and taxes imposed under Title 82 RCW that may be due from the contractor for the limited public works project. However, Clallam County Public Works shall have the right of recovery against the contractor for any payments made on the contractor's behalf.

Clallam County Public Works shall maintain a list of the contractors contacted and the contracts awarded during the previous 24 months under the limited public works process, including the name of the contractor, the contractor's registration number, the amount of the contract, a brief description of the type of work performed, and the date the contract was awarded.

5. **Determining Lowest Responsible Bidder.** The Board of Clallam County Commissioners shall award the contract for the public works project to the lowest responsible bidder provided that, whenever there is a reason to believe that the lowest acceptable bid is not the best price obtainable, all bids may be rejected, and the Board of Clallam County Commissioners may call for new bids. A responsible bidder shall be a registered or licensed contractor who meets the mandatory bidder responsibility criteria established by Chapter 133, Laws of 2007 (SHB 2010) and who meets any supplementary bidder responsibility criteria established by Clallam County.

6. **Award.** All bids or quotations received shall be collected by the Clallam County Engineer/Public Works Director or his designee, reviewed, tabulated, and awarded in accordance with CCC 3.12, Clallam County Administrative Policy 560 as it exists or amended, and RCW 39.04.155.

Section 3. Consulting Services Roster. The following consulting services roster procedures are established for use by Clallam County Public Works pursuant to RCW 39.80.030, CCC 3.12 and Clallam County Administrative Policy 560 :

1. **Consulting Services.** Consulting services are professional services that have a primarily intellectual output or product and include architectural and engineering services as defined in RCW 39.80.020.
2. **Publication.** At least once a year, MRSC shall, on behalf of Clallam County Public Works, publish in a newspaper of general circulation within the municipality's jurisdiction a notice of the existence of the consulting services roster and solicit the names of consultants for the consulting services roster. MRSC shall add responsible consultants to the consulting services roster at any time that a consultant completes the online application provided by MRSC, upload a Statement of Qualifications, and meets minimum State requirements for roster listing.
3. **Review and Selection of the Statement of Qualifications Proposals.** Clallam County Public Works shall use the following process to select the most highly qualified Architectural or Engineering firm off the Consulting Services Roster to provide the required services:
 - a) The Board of Clallam County Commissioners shall establish criteria that the County Engineer/Public Works Director, or their designee, must consider in evaluating Architectural or Engineering firms for a given project. Such criteria shall include a plan to ensure that minority and women-owned firms and veteran-owned firms are afforded the maximum practicable opportunity to compete for and obtain public contracts for architectural or engineering services. The level of participation by minority and women-owned firms and veteran-owned firms shall be consistent with their general availability within the jurisdiction of Clallam County.
 - b) The County Engineer/Public Works Director, or their designee, shall evaluate the written statements of qualifications and performance data on file with Clallam County Public Works at the time that architectural or engineering services are required;
 - c) Such evaluations shall be based on the criteria established by the Board of Clallam County Commissioners; and
 - d) The County Engineer/Public Works Director, or their designee, shall conduct discussions with one or more firms regarding anticipated concepts and the relative utility of alternative methods of approach for furnishing the required services.
 - e) The firm deemed most highly qualified by the agency to do the project will be selected.
4. **Award.** The Board of Clallam County Commissioners or their designee, will award in accordance with CCC 3.12, Clallam County Administrative Policy 560 as it exists or amended, and RCW 39.04.155.

PASSED AND ADOPTED this _____ day of _____ 2023

BOARD OF CLALLAM COUNTY COMMISSIONERS

Mark Ozias, Chair

ATTEST:

Randy Johnson

Loni Gores, CMC, Clerk of the Board

Mike French



AGENDA ITEM SUMMARY

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

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MAR 13 2023

Department: Public Works

WORK SESSION ☒ Meeting Date: 3-13-23

REGULAR AGENDA ☒ Meeting Date: 3-21-23

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

Item summary:

- ☐ Call for Hearing ☒ Contract/Agreement/MOU - Contract # **WQNEP-2020-CICoCD-00047** *304.21.001C*
- ☐ Resolution ☐ Proclamation ☐ Budget Item
- ☐ Draft Ordinance ☐ Final Ordinance ☐ Other

Documents exempt from public disclosure attached: ☐

Executive summary:

Clallam County has requested a no cost time extension from Ecology for the LID for Stormwater Discharge in Clallam County - Phase 1 project. Ecology has agreed to the extend our contract from to January 31, 2023 to March 31, 2024 in order to accomplish all the deliverables and complete final reporting. The time extension was needed since the consultant's report required revisions.

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

This is a no cost time extension.

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

Please approve the extension and sign the Ecology amended contract. Ecology has recently instituted a new process where all agreements and amendments are signed with DocuSign because staff is working remotely. Ecology is no longer accepting wet signatures. A hardcopy of the draft amendment is provided for your review.

County Official signature & print name: Steve Gray

Name of Employee/Stakeholder attending meeting: Carol Creasey

Relevant Departments: Public Works

Date submitted: March 7, 2023

* Work Session Meeting - Submit 1 single sided/not stapled copy Agenda Item Summary Stormwater Discharge Extension(3-7-23)
** Regular Meeting - Submit 1 single sided/not stapled copy and originals (1 or 3 copies) Revised: 3-04-2019



DEPARTMENT OF
ECOLOGY
State of Washington

304.21.001C

AMENDMENT NO. 3

TO AGREEMENT NO. WQNEP-2020-CICoCD-00047

BETWEEN

THE STATE OF WASHINGTON DEPARTMENT OF ECOLOGY

AND

CLALLAM COUNTY

PURPOSE: To amend the above-referenced agreement (AGREEMENT) between the state of Washington Department of Ecology (ECOLOGY) and Clallam County (RECIPIENT) for the LID for Stormwater Discharge in Clallam County – Phase I (PROJECT).

This amendment is needed to extend the expiration date from 01/31/2023 to 03/31/2023 to allow the RECIPIENT adequate time to finish the project and complete final reporting. Due to work slowdown as a result of sudden and unforeseen staffing challenges, the RECIPIENT requests a time extension to complete remaining agreement deliverables and final reporting.

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

Expiration Date:

Original: 01/31/2023 Amended: 03/31/2023

CHANGES TO THE BUDGET

Funding Distribution EG210038

Funding Title: NEP Stormwater Strategic Initiative

Funding Type: Grant

Funding Effective Date: 07/01/2020

Funding Expiration Date: 03/31/2023

Funding Source:

Title: Puget Sound Action Agenda-Implementation Strategies and Actions for Vital Sign Recovery Assistance

Fund: FD

Type: Federal

Funding Source %: 100%

Description: Stormwater Strategic Initiative

Federal Awarding Agency: U.S. Environmental Protection Agency

Federal Awarding Agency Contact: Michael Rylko

Federal Awarding Agency Phone: 206-553-4014

Federal Awarding Agency Email: rylko.michael@epa.gov

Federal Awarding Agency Address: 1200 Sixth Avenue, Suite 900, OWW-193 Seattle, WA 98101

CFDA Catalog Name: Puget Sound Action Agenda: Technical Investigations and

CFDA Number: 66.123

FAIN: 01J18101

Research Grant: No

Federal Award Date: 6/1/2016

Total Federal Award Amount: \$66,000,000.00

Federal Funds Obligated To Recipient: \$88,000.00

Approved Indirect Costs Rate: De Minimis Rate per 2 CFR §200.414

Recipient Match %: 0%

InKind Interlocal Allowed: No

InKind Other Allowed: No

Is this Funding Distribution used to match a federal grant? No

NEP Stormwater Strategic Initiative	Task Total
Project Development	\$ 750.00
Project Administration and Development	\$ 1,750.00
Stormwater Discharge Work Group	\$ 3,000.00
Field Work to Document Discharging Points	\$ 22,000.00
Hiring a Stormwater Engineering Firm	\$ 5,000.00
Engineering Design	\$ 50,000.00
Funding for Phase 2	\$ 5,000.00
Broader Impacts and Communication	\$ 500.00

Total: \$ 88,000.00

Funding Distribution Summary

Recipient / Ecology Share

Funding Distribution Name	Recipient Match %	Recipient Share	Ecology Share	Total
NEP Stormwater Strategic Initiative	0 %	\$ 0.00	\$ 88,000.00	\$ 88,000.00
Total		\$ 0.00	\$ 88,000.00	\$ 88,000.00

SPECIAL TERMS AND CONDITIONS:

NEP EPA Administrative Conditions

1. EPA General Terms and Conditions

The RECIPIENT agrees to comply with the current EPA general terms and conditions. These terms and conditions are in addition to 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. EPA General Terms and Conditions - Consultant Cap - Additional Information

In addition to the EPA General Terms and Conditions #6 "Consultant Cap", as of August 2January 1, 2018, the limit is \$629.42 per day \$78.6778.68 per hour.

NOTE: For future years' limits, the RECIPIENT 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/2018/executive-senior-level>.
<http://www.opm.gov/oca>.
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. EPA General Terms and Conditions – Cybersecurity

The RECIPIENT 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 STATE: http://www2.epa.gov/sites/production/files/2015-07/documents/state_grant_cyber_security_condition.pdf.

For TRIBE: http://www2.epa.gov/sites/production/files/2015-07/documents/tribal_grant_cyber_security_condition.pdf.

For Other Recipients:

http://www2.epa.gov/sites/production/files/2015-07/documents/cyber_security_grant_condition_for_other_recipients.pdf.

4. EPA 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 award.

In addition to the EPA General Terms and Conditions "Indirect Cost Rate Agreements", if the RECIPIENT 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 RECIPIENT 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 RECIPIENT 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 RECIPIENT does not have a previously established indirect cost rate, the RECIPIENT 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 RECIPIENT agrees to comply with the audit requirements in accordance with 2 CFR 200 Subpart F.

5. Utilization of small, minority and women's business enterprises (MBE/WBE)

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

The RECIPIENT agrees to make the following good faith efforts whenever procuring construction, equipment, services, and supplies under this agreement. Records documenting compliance with the following six good faith efforts shall be retained:
1) Ensure Disadvantaged Business Enterprises are made aware of contracting opportunities to the fullest extent practicable through outreach and recruitment activities. For Indian Tribal, State and Local and Government RECIPIENTS, this shall include placing Disadvantaged Business Enterprises on solicitation lists and soliciting them whenever they are potential sources.

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

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

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

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

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

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

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

available remedies.

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

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

The RECIPIENT shall include the following terms and conditions in contracts with all contractors, subcontractors, engineers, vendors, and any other entity for work or services pertaining to this agreement. "The Contractor will not discriminate on the basis of race, color, sex, or national origin, in the performance of this Contract. The Contractor will carry out applicable requirements of 40 CFR Part 33 in the award and administration of contracts awarded under Environmental Protection Agency financial agreements. Failure by the Contractor to carry out these requirements is a material breach of this Contract which may result in termination of this Contract or other legally available remedies."

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

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

NEP EPA Programmatic Conditions

The RECIPIENT and any sub-recipient must comply with the applicable EPA general terms and conditions outlined below. These terms and conditions are in addition to the assurances and certifications made as part of the award and terms, conditions or restrictions reflected on the official assistance award document.

Puget Sound Scientific Studies and Technical Investigations Assistance Program

Programmatic Terms and Conditions

1. Semi-Annual Performance Reports

The RECIPIENT shall submit performance reports every six (6) months during the life of the project. Reports are due 30 calendar days after the end of each reporting period. Reports shall be submitted to the EPA Project Officer and may be provided electronically.

In accordance with 2 CFR 200.328, as appropriate, the RECIPIENT 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 RECIPIENT shall immediately notify the EPA Project Officer of developments that have a significant impact on the award-supported activities. As appropriate, the RECIPIENT agrees to inform the EPA Project Officer 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.

The RECIPIENT will submit performance reports through EPA's Puget Sound Financial and Ecosystem Accounting Tracking System (FEATS). 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 shall be submitted to the EPA Project Officer on the FEATS form provided by the Project Officer and shall be submitted by electronic mail. The RECIPIENT 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 for slippages if established outputs/outcomes were not met;
- (c) Additional pertinent information, including when appropriate, analysis and information of cost overruns or high unit costs.

2. Program Income - Addition

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

3. 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 (number) to (RECIPIENT). 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."

4. Annual Conferences

The RECIPIENT may attend one or more appropriate conferences each year, which may be within the Puget Sound region. The specific conferences will be determined in consultation with the EPA Project Officer. The purpose of this requirement is to provide RECIPIENTS with opportunities to learn about and benefit from other relevant initiatives and programs that relate to the funded work; to exchange information about their funded work with organizations that may benefit from their experience; and generally to raise awareness within the Puget Sound, Salish Sea, and large aquatic ecosystem protection and restoration communities of the funded work. Example of potentially relevant conferences include, but are not limited to, the biennial Puget Sound-Georgia Basin Ecosystem Conference (<http://depts.washington.edu/uwconf/psgb/>); and local or regional meetings of Tribal, professional, scientific, or other relevant associations. Specific conferences will depend on the nature of the work proposed. Recipient will be allowed to use award funds to pay for travel and lodging. Recipient should include anticipated costs for attending conferences in their proposed budget.

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

The RECIPIENT is responsible for any subgrantees or subrecipients. This policy is between EPA and the grantee, and it is the grantee's choice as to how the policy is carried out with any subrecipients. EPA did not include subrecipients' criteria in the policy. The burden is on the RECIPIENT of the EPA award to ensure that it has confidence in the information being provided to EPA, regardless of the source of that information. The RECIPIENT can apply the checks and balances it chooses to its subrecipients. EPA relies on its awardees to ensure that they are supplying EPA with data of the best known and documented quality that they can.

7. STORET Requirement

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 as a result of this assistance agreement, either directly or by subaward, will be required to be transmitted into the Agency's Storage and Retrieval (STORET) data warehouse using either WQX or WQX web. Water quality data appropriate for STORET 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 WQX/STORET structure. WQX web is a web based tool to convert data into the STORET format for smaller data generators that are not direct partners on the Exchange Network. More information about WQX, WQX web, and the STORET warehouse, including tutorials, can be found at <http://www.epa.gov/storet/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 STORET or some other database). Recipients are encouraged to develop a cross walk between any non-STORET 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 EPA Project Officer 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 EPA Project Officer listed on the front 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 - Restated from Administrative Condition #1, General Terms and Conditions, Effective 10/3/2016 (#29. Lobbying and Litigation)

- a. All Recipients. i. The chief executive officer of this recipient 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 recipient 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 recipient agrees to comply with Title 40 CFR Part 34, New Restrictions on Lobbying. The recipient 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 recipient 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 recipient 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 recipient 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.

DRAFT



MAR 13 2023

AGENDA ITEM SUMMARY

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

Department: Public Works

WORK SESSION ☒ Meeting Date: March 13, 2023

REGULAR AGENDA ☒ Meeting Date: March 21, 2023

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

Item summary:

☐ Call for Hearing

☒ Contract/Agreement/MOU - Contract # WQPSNR-2021-ClaCPW-00026 414-23-001

☐ Resolution

☐ Proclamation

☐ Budget Item

☐ Draft Ordinance

☐ Final Ordinance

☐ Other

Documents exempt from public disclosure attached: ☐

Executive summary:

Attached is the WA DOE Water Quality Puget Sound Nutrient Reduction Agreement regarding the Clallam Bay and Sekiu Wastewater Treatment Plants. This is a 100% WA DOE funded grant in the amount of \$367,770.00 with no matching funds required. The purpose of this grant is to assist Puget Sound Nutrient Permittees (Clallam County) in planning, implementation and management of nutrient discharge reduction required in the Puget Sound Nutrient General Permit. This includes staff training, testing and related equipment. The grant also covers planning for related nutrient reduction plans and evaluations. County legal has reviewed and approved the contract via Docusign.

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 grant provides \$367,770.00 in funding for the time period of July 1, 2021 through December 31, 2025. No matching funds or additional staff required. Grant related expenses beginning 07/01/2021 have been tracked and may be back billed to approved grant.

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

Public Works recommends BOCC approval and move to regular meeting for final signature.

County Official signature & print name: Ronald Garcelon

Name of Employee/Stakeholder attending meeting: Steve Gray, Ron Garcelon

Relevant Departments: Public Works

Date submitted: March 8, 2023

* 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)



DEPARTMENT OF
ECOLOGY

State of Washington

414-23-001

Agreement No. WQPSNR-2021-ClaCPW-00026

WATER QUALITY PUGET SOUND NUTRIENT REDUCTION AGREEMENT

BETWEEN

THE STATE OF WASHINGTON DEPARTMENT OF ECOLOGY

AND

CLALLAM COUNTY - PUBLIC WORKS

This is a binding Agreement entered into by and between the state of Washington, Department of Ecology, hereinafter referred to as "ECOLOGY," and Clallam County - Public Works, hereinafter referred to as the "RECIPIENT," to carry out with the provided funds activities described herein.

GENERAL INFORMATION

Project Title:	Puget Sound Nutrient Reduction Grant
Total Cost:	\$367,770.00
Total Eligible Cost:	\$367,770.00
Ecology Share:	\$367,770.00
Recipient Share:	\$0.00
The Effective Date of this Agreement is:	07/01/2021
The Expiration Date of this Agreement is no later than:	12/31/2025
Project Type:	Wastewater Facility

Project Short Description:

This project will assist Puget Sound Nutrient Permittees in planning, implementation or management of nutrient discharge reduction identified in the Puget Sound Nutrient General Permit.

Project Long Description:

N/A

Overall Goal:

This project will improve water quality in the State of Washington by reducing nutrients discharged to Washington waters of the Salish Sea.

Agreement No: WQPSNR-2021-ClaCPW-00026
Project Title: Puget Sound Nutrient Reduction Grant
Recipient Name: Clallam County - Public Works

RECIPIENT INFORMATION

Organization Name: Clallam County - Public Works

Federal Tax ID: 91-6001298

Mailing Address: 223 E 4th St., Ste 6
Port Angeles, WA 98362

Physical Address: 223 E 4th St., Ste 6
Port Angeles, Washington 98362

Organization Email: steve.gray@clallamcountywa.gov

Contacts

Agreement No: WQPSNR-2021-ClaCPW-00026
Project Title: Puget Sound Nutrient Reduction Grant
Recipient Name: Clallam County - Public Works

Project Manager	Ronald Garcelon Utilities Program Manager 223 E 4th St., Ste 6 Port Angeles, Washington 98362 Email: ron.garcelon@clallamcountywa.gov Phone: (360) 417-2441
Billing Contact	Hilary Steeby Fiscal Specialist 223 E 4th St., Ste 6 Port Angeles, Washington 98362 Email: hilary.steeby@clallamcountywa.gov Phone: (360) 417-2370
Authorized Signatory	Mark Ozias Commissioner 223 East 4th Street Port Angeles, Washington 98362 Email: mark.ozias@clallamcountywa.gov Phone: (360) 417-2000

Agreement No: WQPSNR-2021-ClaCPW-00026
Project Title: Puget Sound Nutrient Reduction Grant
Recipient Name: Clallam County - Public Works

ECOLOGY INFORMATION

Mailing Address: Department of Ecology
Water Quality
PO BOX 47600
Olympia, WA 98504-7600

Physical Address: Water Quality
300 Desmond Drive SE
Lacey, WA 98503

Contacts

Project Manager	Veronica Bridges PO Box 47600 Olympia, Washington 98504-7600 Email: VEBR461@ecy.wa.gov Phone: (564) 669-3842
Financial Manager	Veronica Bridges PO Box 47600 Olympia, Washington 98504-7600 Email: VEBR461@ecy.wa.gov Phone: (564) 669-3842
Technical Advisor	Adrien Carroll-Perkins PO Box 47600 Olympia, Washington 98504-7600 Email: ADCA461@ecy.wa.gov Phone: (360) 870-7424

Agreement No: WQPSNR-2021-ClaCPW-00026

Project Title: Puget Sound Nutrient Reduction Grant

Recipient Name: Clallam County - Public Works

AUTHORIZING SIGNATURES

RECIPIENT agrees to furnish the necessary personnel, equipment, materials, services, and otherwise do all things necessary for or incidental to the performance of work as set forth in this Agreement.

RECIPIENT acknowledges that they had the opportunity to review the entire Agreement, including all the terms and conditions of this Agreement, Scope of Work, attachments, and incorporated or referenced documents, as well as all applicable laws, statutes, rules, regulations, and guidelines mentioned in this Agreement. Furthermore, the RECIPIENT has read, understood, and accepts all requirements contained within this Agreement.

This Agreement contains the entire understanding between the parties, and there are no other understandings or representations other than as set forth, or incorporated by reference, herein.

No subsequent modifications or amendments to this agreement will be of any force or effect unless in writing, signed by authorized representatives of the RECIPIENT and ECOLOGY and made a part of this agreement. ECOLOGY and RECIPIENT may change their respective staff contacts without the concurrence of either party.

This Agreement shall be subject to the written approval of Ecology's authorized representative and shall not be binding until so approved.

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

Washington State
Department of Ecology

Clallam County - Public Works

By: _____

By: _____

Vincent McGowan, P.E.

Date

Mark Ozias

Date

Water Quality

Commissioner

Program Manager

Template Approved to Form by
Attorney General's Office

Agreement No: WQPSNR-2021-ClaCPW-00026

Project Title: Puget Sound Nutrient Reduction Grant

Recipient Name: Clallam County - Public Works

Dee Boughton

Deputy Prosecuting Attorney, Clallam
County

Date

Agreement No: WQPSNR-2021-ClaCPW-00026
Project Title: Puget Sound Nutrient Reduction Grant
Recipient Name: Clallam County - Public Works

SCOPE OF WORK

Task Number: 1 Task Cost: \$36,777.00

Task Title: Grant and Loan Administration

Task Description:

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

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

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

Task Goal Statement:

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

Task Expected Outcome:

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

Grant and Loan Administration

Deliverables

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

Agreement No: WQPSNR-2021-ClaCPW-00026
Project Title: Puget Sound Nutrient Reduction Grant
Recipient Name: Clallam County - Public Works

SCOPE OF WORK

Task Number: 2

Task Cost: \$330,993.00

Task Title: Nutrient General Permit Implementation

Task Description:

The RECIPIENT will conduct work related to implementation of the Puget Sound Nutrient General Permit.

Work funded under this task may include:

- Staff time, equipment, supplies, training, or other expenses related to meeting permit requirements and reducing nutrient discharges.
- Monitoring and laboratory analysis.
- Preparation of the Nitrogen Optimization Plan, the Nutrient Reduction Evaluation, or the AKART analysis.
- Implementation of an optimization strategy.
- Equipment purchases over \$10,000 must be pre-approved by ECOLOGY.

If the RECIPIENT is out of compliance with the Puget Sound Nutrient General Permit, the RECIPIENT will ensure funds are used to attain compliance where applicable.

Task Goal Statement:

This task will improve water quality in the State of Washington by reducing the nutrients delivered to the Puget Sound by implementing measures required by the Puget Sound Nutrient General Permit.

Task Expected Outcome:

The RECIPIENT will implement measures required by the Puget Sound Nutrient General Permit.

Nutrient General Permit Implementation

Deliverables

Number	Description	Due Date
2.1	Documentation of tasks completed	

Agreement No: WQPSNR-2021-ClaCPW-00026
Project Title: Puget Sound Nutrient Reduction Grant
Recipient Name: Clallam County - Public Works

SCOPE OF WORK

Task Number: 3 Task Cost: \$0.00

Task Title: Cultural Resource Review

Task Description:

If any optimization strategies implemented from Task 2 include above and below ground disturbance activities, such as but not limited to, ground disturbing BMP installations, site prep work, geotechnical work, the RECIPIENT will ensure the following items are completed and provide the associated deliverables to ECOLOGY.

A. The RECIPIENT will submit the documents listed below to initiate ECOLOGY's cultural resources review.

The RECIPIENT must receive written notice from ECOLOGY prior to proceeding with work. Work done prior to written notice to proceed shall not be eligible for reimbursement.

To initiate cultural resources review:

1. The RECIPIENT will submit the Cultural Resources Review Form to ECOLOGY, using the ECOLOGY template. Any supporting materials must conform to the Department of Archeology and Historic Preservation's (DAHP) Washington State Standards for Cultural Resource Reporting. The Cultural Resources Review Form template may be found on the ECOLOGY website.
2. The RECIPIENT will submit an Inadvertent Discovery Plan (IDP) to ECOLOGY, using the ECOLOGY template. The RECIPIENT will ensure that all contractors and subcontractors have a copy of the completed IDP prior to and while working on-site. The IDP template may be found on the ECOLOGY website.

Task Goal Statement:

If needed based on optimization strategies implemented from Task 2, the RECIPIENT will complete all cultural reviews in a timely manner.

Task Expected Outcome:

The project will meet the requirements set forth by the cultural resource protection requirements, rules, and regulations for state funded projects.

Agreement No: WQPSNR-2021-ClaCPW-00026

Project Title: Puget Sound Nutrient Reduction Grant

Recipient Name: Clallam County - Public Works

Cultural Resource Review**Deliverables**

Number	Description	Due Date
3.1	ECOLOGY Cultural Resources Review Form. Email the form and any supplemental cultural resources documentation directly to the ECOLOGY Project Manager. DO NOT upload the cultural resources form or documentation to EAGL.	
3.2	Inadvertent Discovery Plan (IDP). Email the form directly to the ECOLOGY Project Manager for review. Upload to EAGL once review is complete.	

Agreement No: WQPSNR-2021-ClaCPW-00026
 Project Title: Puget Sound Nutrient Reduction Grant
 Recipient Name: Clallam County - Public Works

BUDGET**Funding Distribution EG230133**

NOTE: *The above funding distribution number is used to identify this specific agreement and budget on payment remittances and may be referenced on other communications from ECOLOGY. Your agreement may have multiple funding distribution numbers to identify each budget.*

Funding Title: Puget Sound Nutrient Reduction Grant 2021 Funding Type: Grant
 Funding Effective Date: 07/01/2021 Funding Expiration Date: 12/31/2025
 Funding Source:

Title: Puget Sound Nutrient Reduction

Fund: FD

Type: State

Funding Source %: 100%

Description: The Puget Sound Nutrient Reduction Grant Program provides grants to specific wastewater treatment facilities that discharge to Puget Sound. The grants are provided for planning and/or process efficiencies for meeting requirements of the Puget Sound Nutrient General Permit.

Approved Indirect Costs Rate: Approved State Indirect Rate: 30%

Recipient Match %: 0%

InKind Interlocal Allowed: No

InKind Other Allowed: No

Is this Funding Distribution used to match a federal grant? No

Puget Sound Nutrient Reduction Grant 2021	Task Total
Grant and Loan Administration	\$ 36,777.00
Nutrient General Permit Implementation	\$ 330,993.00
Cultural Resource Review	\$ 0.00

Total: \$ 367,770.00

Funding Distribution Summary**Recipient / Ecology Share**

Funding Distribution Name	Recipient Match %	Recipient Share	Ecology Share	Total
Puget Sound Nutrient Reduction Grant 2021	0.00 %	\$ 0.00	\$ 367,770.00	\$ 367,770.00
Total		\$ 0.00	\$ 367,770.00	\$ 367,770.00

AGREEMENT SPECIFIC TERMS AND CONDITIONS

N/A

SPECIAL TERMS AND CONDITIONS~~Water Quality Puget Sound Nutrient Reduction Grant Special Terms and Conditions~~

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

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

C. Funding Recognition: The RECIPIENT must inform the public about ECOLOGY funding participation in this project through the use of project signs, acknowledgement in published materials, reports, the news media, websites, or other public announcements. Projects addressing site-specific locations must utilize appropriately sized and weather-resistant signs. Sign logos are available from ECOLOGY's Financial Manager upon request.

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

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

F. Project Status Evaluation: ECOLOGY may evaluate the status of this project 18 months from the effective date of this

Agreement No: WQPSNR-2021-ClaCPW-00026
Project Title: Puget Sound Nutrient Reduction Grant
Recipient Name: Clallam County - Public Works

agreement. ECOLOGY's Project Manager and Financial Manager will meet with the RECIPIENT to review spending trends, completion of outcome measures, and overall project administration and performance. If the RECIPIENT fails to make satisfactory progress toward achieving project outcomes, ECOLOGY may change the scope of work, reduce grant funds, or increase oversight measures.

GENERAL FEDERAL CONDITIONS

If a portion or all of the funds for this agreement are provided through federal funding sources or this agreement is used to match a federal grant award, the following terms and conditions apply to you.

A. CERTIFICATION REGARDING SUSPENSION, DEBARMENT, INELIGIBILITY OR VOLUNTARY EXCLUSION:

1. The RECIPIENT/CONTRACTOR, by signing this agreement, certifies that it is not suspended, debarred, proposed for debarment, declared ineligible or otherwise excluded from contracting with the federal government, or from receiving contracts paid for with federal funds. If the RECIPIENT/CONTRACTOR is unable to certify to the statements contained in the certification, they must provide an explanation as to why they cannot.
2. The RECIPIENT/CONTRACTOR shall provide immediate written notice to ECOLOGY if at any time the RECIPIENT/CONTRACTOR learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.
3. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact ECOLOGY for assistance in obtaining a copy of those regulations.
4. The RECIPIENT/CONTRACTOR agrees it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under the applicable Code of Federal Regulations, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction.
5. The RECIPIENT/CONTRACTOR further agrees by signing this agreement, that it will include this clause titled "CERTIFICATION REGARDING SUSPENSION, DEBARMENT, INELIGIBILITY OR VOLUNTARY EXCLUSION" without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
6. Pursuant to 2CFR180.330, the RECIPIENT/CONTRACTOR is responsible for ensuring that any lower tier covered transaction complies with certification of suspension and debarment requirements.
7. RECIPIENT/CONTRACTOR acknowledges that failing to disclose the information required in the Code of Federal Regulations may result in the delay or negation of this funding agreement, or pursuance of legal remedies, including suspension and debarment.
8. RECIPIENT/CONTRACTOR agrees to keep proof in its agreement file, that it, and all lower tier recipients or contractors, are not suspended or debarred, and will make this proof available to ECOLOGY before requests for reimbursements will be approved for payment. RECIPIENT/CONTRACTOR must run a search in <<http://www.sam.gov>> and print a copy of completed searches to document proof of compliance.

B. FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA) REPORTING REQUIREMENTS:

CONTRACTOR/RECIPIENT must complete the FFATA Data Collection Form (ECY 070-395) and return it with the signed agreement to ECOLOGY.

Agreement No: WQPSNR-2021-ClaCPW-00026

Project Title: Puget Sound Nutrient Reduction Grant

Recipient Name: Clallam County - Public Works

Any CONTRACTOR/RECIPIENT that meets each of the criteria below must report compensation for its five top executives using the FFATA Data Collection Form.

- Receives more than \$30,000 in federal funds under this award.
- Receives more than 80 percent of its annual gross revenues from federal funds.
- Receives more than \$25,000,000 in annual federal funds.

Ecology will not pay any invoices until it has received a completed and signed FFATA Data Collection Form. Ecology is required to report the FFATA information for federally funded agreements, including the required Unique Entity Identifier in www.sam.gov <<http://www.sam.gov/>> within 30 days of agreement signature. The FFATA information will be available to the public at www.usaspending.gov <<http://www.usaspending.gov/>>.

For more details on FFATA requirements, see www.fsrc.gov <<http://www.fsrc.gov/>>.

C. FEDERAL FUNDING PROHIBITION ON CERTAIN TELECOMMUNICATIONS OR VIDEO SURVEILLANCE SERVICES OR EQUIPMENT:

As required by 2 CFR 200.216, federal grant or loan recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:

1. Procure or obtain;
2. Extend or renew a contract to procure or obtain; or
3. Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that use covered telecommunications equipment, video surveillance services or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in [Public Law 115-232](https://www.govinfo.gov/content/pkg/PLAW-115publ232/pdf/PLAW-115publ232.pdf) <<https://www.govinfo.gov/content/pkg/PLAW-115publ232/pdf/PLAW-115publ232.pdf>>, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

Recipients, subrecipients, and borrowers also may not use federal funds to purchase certain prohibited equipment, systems, or services, including equipment, systems, or services produced or provided by entities identified in section 889, are recorded in the [System for Award Management \(SAM\)](https://sam.gov/SAM) <<https://sam.gov/SAM/>> exclusion list.

Agreement No: WQPSNR-2021-ClaCPW-00026
Project Title: Puget Sound Nutrient Reduction Grant
Recipient Name: Clallam County - Public Works

GENERAL TERMS AND CONDITIONS

Pertaining to Grant and Loan Agreements With the state of Washington, Department of Ecology

GENERAL TERMS AND CONDITIONS

For DEPARTMENT OF ECOLOGY GRANTS and LOANS

06/24/2021 Version

1. ADMINISTRATIVE REQUIREMENTS

- a) RECIPIENT shall follow the "Administrative Requirements for Recipients of Ecology Grants and Loans – EAGL Edition." (<https://fortress.wa.gov/ecy/publications/SummaryPages/1701004.html>)
- b) RECIPIENT shall complete all activities funded by this Agreement and be fully responsible for the proper management of all funds and resources made available under this Agreement.
- c) RECIPIENT agrees to take complete responsibility for all actions taken under this Agreement, including ensuring all subgrantees and contractors comply with the terms and conditions of this Agreement. ECOLOGY reserves the right to request proof of compliance by subgrantees and contractors.
- d) RECIPIENT's activities under this Agreement shall be subject to the review and approval by ECOLOGY for the extent and character of all work and services.

2. AMENDMENTS AND MODIFICATIONS

This Agreement may be altered, amended, or waived only by a written amendment executed by both parties. No subsequent modification(s) or amendment(s) of this Agreement will be of any force or effect unless in writing and signed by authorized representatives of both parties. ECOLOGY and the RECIPIENT may change their respective staff contacts and administrative information without the concurrence of either party.

3. ACCESSIBILITY REQUIREMENTS FOR COVERED TECHNOLOGY

The RECIPIENT must comply with the Washington State Office of the Chief Information Officer, OCIO Policy no. 188, Accessibility (<https://ocio.wa.gov/policy/accessibility>) as it relates to "covered technology." This requirement applies to all products supplied under the Agreement, providing equal access to information technology by individuals with disabilities, including and not limited to web sites/pages, web-based applications, software systems, video and audio content, and electronic documents intended for publishing on Ecology's public web site.

4. ARCHAEOLOGICAL AND CULTURAL RESOURCES

RECIPIENT shall take all reasonable action to avoid, minimize, or mitigate adverse effects to archaeological and historic archaeological sites, historic buildings/structures, traditional cultural places, sacred sites, or other cultural resources, hereby referred to as Cultural Resources.

The RECIPIENT must agree to hold harmless ECOLOGY in relation to any claim related to Cultural Resources discovered, disturbed, or damaged due to the RECIPIENT's project funded under this Agreement.

RECIPIENT shall:

- a) Contact the ECOLOGY Program issuing the grant or loan to discuss any Cultural Resources requirements for their project:
 - Cultural Resource Consultation and Review should be initiated early in the project planning process and must be completed prior to expenditure of Agreement funds as required by applicable State and Federal requirements.

* For state funded construction, demolition, or land acquisitions, comply with Governor Executive Order 21-02, Archaeological and Cultural Resources.

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- For projects with any federal involvement, comply with the National Historic Preservation Act of 1966 (Section 106).
- b) If required by the ECOLOGY Program, submit an Inadvertent Discovery Plan (IDP) to ECOLOGY prior to implementing any project that involves field activities. ECOLOGY will provide the IDP form.

RECIPIENT 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, volunteers, 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 Cultural Resources are found while conducting work under this Agreement, follow the protocol outlined in the project IDP.
- Immediately stop work and notify the ECOLOGY Program, who will notify the Department of Archaeology and Historic Preservation at (360) 586-3065, any affected Tribe, and the local government.
- d) If any human remains are found while conducting work under this Agreement, follow the protocol outlined in the project IDP.
- Immediately stop work and notify the local Law Enforcement Agency or Medical Examiner/Coroner's Office, the Department of Archaeology and Historic Preservation at (360) 790-1633, and then the ECOLOGY Program.
- ~~e) Comply with RCW 27.53, RCW 27.44, and RCW 68.50.645, and all other applicable local, state, and federal laws~~
protecting Cultural Resources and human remains.

5. ASSIGNMENT

No right or claim of the RECIPIENT arising under this Agreement shall be transferred or assigned by the RECIPIENT.

6. COMMUNICATION

RECIPIENT shall make every effort to maintain effective communications with the RECIPIENT's designees, ECOLOGY, all affected local, state, or federal jurisdictions, and any interested individuals or groups.

7. COMPENSATION

- a) Any work performed prior to effective date of this Agreement will be at the sole expense and risk of the RECIPIENT. ECOLOGY must sign the Agreement before any payment requests can be submitted.
- b) Payments will be made on a reimbursable basis for approved and completed work as specified in this Agreement.
- c) RECIPIENT is responsible to determine if costs are eligible. Any questions regarding eligibility should be clarified with ECOLOGY prior to incurring costs. Costs that are conditionally eligible require approval by ECOLOGY prior to expenditure.
- d) RECIPIENT shall not invoice more than once per month unless agreed on by ECOLOGY.
- e) ECOLOGY will not process payment requests without the proper reimbursement forms, Progress Report and supporting documentation. ECOLOGY will provide instructions for submitting payment requests.
- f) ECOLOGY will pay the RECIPIENT thirty (30) days after receipt of a properly completed request for payment.
- g) RECIPIENT will receive payment through Washington State's Office of Financial Management's Statewide Payee Desk. To receive payment you must register as a statewide vendor by submitting a statewide vendor registration form and an IRS W-9 form at website, <https://ofm.wa.gov/it-systems/statewide-vendorpayee-services>. If you have questions about the vendor registration process, you can contact Statewide Payee Help Desk at (360) 407-8180 or email PayeeRegistration@ofm.wa.gov.
- h) ECOLOGY may, at its sole discretion, withhold payments claimed by the RECIPIENT if the RECIPIENT fails to satisfactorily comply with any term or condition of this Agreement.
- i) Monies withheld by ECOLOGY may be paid to the RECIPIENT when the work described herein, or a portion thereof, has been completed if, at ECOLOGY's sole discretion, such payment is reasonable and approved according to this Agreement, as appropriate, or upon completion of an audit as specified herein.

Agreement No: WQPSNR-2021-ClaCPW-00026
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j) RECIPIENT must submit within thirty (30) days after the expiration date of this Agreement, all financial, performance, and other reports required by this Agreement. Failure to comply may result in delayed reimbursement.

8. COMPLIANCE WITH ALL LAWS

RECIPIENT agrees to comply fully with all applicable federal, state and local laws, orders, regulations, and permits related to this Agreement, including but not limited to:

- a) RECIPIENT agrees to comply with all applicable laws, regulations, and policies of the United States and the State of Washington which affect wages and job safety.
- b) RECIPIENT agrees to be bound by all applicable federal and state laws, regulations, and policies against discrimination.
- c) RECIPIENT certifies full compliance with all applicable state industrial insurance requirements.
- d) RECIPIENT agrees to secure and provide assurance to ECOLOGY that all the necessary approvals and permits required by authorities having jurisdiction over the project are obtained. RECIPIENT must include time in their project timeline for the permit and approval processes.

ECOLOGY shall have the right to immediately terminate for cause this Agreement as provided herein if the RECIPIENT fails to comply with above requirements.

If any provision of this Agreement violates any statute or rule of law of the state of Washington, it is considered modified to conform to that statute or rule of law.

9. CONFLICT OF INTEREST

RECIPIENT and ECOLOGY agree that any officer, member, agent, or employee, who exercises any function or responsibility in the review, approval, or carrying out of this Agreement, shall not have any personal or financial interest, direct or indirect, nor affect the interest of any corporation, partnership, or association in which he/she is a part, in this Agreement or the proceeds thereof.

10. CONTRACTING FOR GOODS AND SERVICES

RECIPIENT may contract to buy goods or services related to its performance under this Agreement. RECIPIENT shall award all contracts for construction, purchase of goods, equipment, services, and professional architectural and engineering services through a competitive process, if required by State law. RECIPIENT is required to follow procurement procedures that ensure legal, fair, and open competition.

RECIPIENT must have a standard procurement process or follow current state procurement procedures. RECIPIENT may be required to provide written certification that they have followed their standard procurement procedures and applicable state law in awarding contracts under this Agreement.

ECOLOGY reserves the right to inspect and request copies of all procurement documentation, and review procurement practices related to this Agreement. Any costs incurred as a result of procurement practices not in compliance with state procurement law or the RECIPIENT's normal procedures may be disallowed at ECOLOGY's sole discretion.

11. DISPUTES

When there is a dispute with regard to the extent and character of the work, or any other matter related to this Agreement the determination of ECOLOGY will govern, although the RECIPIENT shall have the right to appeal decisions as provided for below:

- a) RECIPIENT notifies the funding program of an appeal request.
- b) Appeal request must be in writing and state the disputed issue(s).
- c) RECIPIENT has the opportunity to be heard and offer evidence in support of its appeal.
- d) ECOLOGY reviews the RECIPIENT's appeal.
- e) ECOLOGY sends a written answer within ten (10) business days, unless more time is needed, after concluding the review.

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The decision of ECOLOGY from an appeal will be final and conclusive, unless within thirty (30) days from the date of such decision, the RECIPIENT furnishes to the Director of ECOLOGY a written appeal. The decision of the Director or duly authorized representative will be final and conclusive.

The parties agree that this dispute process will precede any action in a judicial or quasi-judicial tribunal.

Appeals of the Director's decision will be brought in the Superior Court of Thurston County. Review of the Director's decision will not be taken to Environmental and Land Use Hearings Office.

Pending final decision of a dispute, the RECIPIENT agrees to proceed diligently with the performance of this Agreement and in accordance with the decision rendered.

Nothing in this Agreement will be construed to limit the parties' choice of another mutually acceptable method, in addition to the dispute resolution procedure outlined above.

12. ENVIRONMENTAL DATA STANDARDS

a) RECIPIENT shall prepare a Quality Assurance Project Plan (QAPP) for a project that collects or uses environmental measurement data. RECIPIENTS unsure about whether a QAPP is required for their project shall contact the ECOLOGY Program issuing the grant or loan. If a QAPP is required, the RECIPIENT shall:

- Use ECOLOGY's QAPP Template/Checklist provided by the ECOLOGY, unless ECOLOGY Quality Assurance (QA) officer or the Program QA coordinator instructs otherwise.

- Follow ECOLOGY's Guidelines for Preparing Quality Assurance Project Plans for Environmental Studies, July 2004 (Ecology Publication No. 04-03-030).

- Submit the QAPP to ECOLOGY for review and approval before the start of the work.

b) RECIPIENT shall submit environmental data that was collected on a project to ECOLOGY using the Environmental Information Management system (EIM), unless the ECOLOGY Program instructs otherwise. The RECIPIENT must confirm with ECOLOGY that complete and correct data was successfully loaded into EIM, find instructions at:

<http://www.ecy.wa.gov/eim>.

c) RECIPIENT shall follow ECOLOGY's data standards when Geographic Information System (GIS) data is collected and processed. Guidelines for Creating and Accessing GIS Data are available at:

<https://ecology.wa.gov/Research-Data/Data-resources/Geographic-Information-Systems-GIS/Standards>. RECIPIENT, when requested by ECOLOGY, shall provide copies to ECOLOGY of all final GIS data layers, imagery, related tables, raw data collection files, map products, and all metadata and project documentation.

13. GOVERNING LAW

This Agreement will be governed by the laws of the State of Washington, and the venue of any action brought hereunder will be in the Superior Court of Thurston County.

14. INDEMNIFICATION

ECOLOGY will in no way be held responsible for payment of salaries, consultant's fees, and other costs related to the project described herein, except as provided in the Scope of Work.

To the extent that the Constitution and laws of the State of Washington permit, each party will indemnify and hold the other harmless from and against any liability for any or all injuries to persons or property arising from the negligent act or omission of that party or that party's agents or employees arising out of this Agreement.

15. INDEPENDENT STATUS

The employees, volunteers, or agents of each party who are engaged in the performance of this Agreement will continue to be employees, volunteers, or agents of that party and will not for any purpose be employees, volunteers, or agents of the other party.

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16. KICKBACKS

RECIPIENT is prohibited from inducing by any means any person employed or otherwise involved in this Agreement to give up any part of the compensation to which he/she is otherwise entitled to or receive any fee, commission, or gift in return for award of a subcontract hereunder.

17. MINORITY AND WOMEN'S BUSINESS ENTERPRISES (MWBE)

RECIPIENT is encouraged to solicit and recruit, to the extent possible, certified minority-owned (MBE) and women-owned (WBE) businesses in purchases and contracts initiated under this Agreement.

Contract awards or rejections cannot be made based on MWBE participation; however, the RECIPIENT is encouraged to take the following actions, when possible, in any procurement under this Agreement:

- a) Include qualified minority and women's businesses on solicitation lists whenever they are potential sources of goods or services.
- b) Divide the total requirements, when economically feasible, into smaller tasks or quantities, to permit maximum participation by qualified minority and women's businesses.
- c) Establish delivery schedules, where work requirements permit, which will encourage participation of qualified minority and women's businesses.
- d) Use the services and assistance of the Washington State Office of Minority and Women's Business Enterprises (OMWBE) (866-208-1064) and the Office of Minority Business Enterprises of the U.S. Department of Commerce, as appropriate.

18. ORDER OF PRECEDENCE

In the event of inconsistency in this Agreement, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence in the following order: (a) applicable federal and state statutes and regulations; (b) The Agreement; (c) Scope of Work; (d) Special Terms and Conditions; (e) Any provisions or terms incorporated herein by reference, including the "Administrative Requirements for Recipients of Ecology Grants and Loans"; (f) Ecology Funding Program Guidelines; and (g) General Terms and Conditions.

19. PRESENTATION AND PROMOTIONAL MATERIALS

ECOLOGY reserves the right to approve RECIPIENT's communication documents and materials related to the fulfillment of this Agreement:

- a) If requested, RECIPIENT shall provide a draft copy to ECOLOGY for review and approval ten (10) business days prior to production and distribution.
- b) RECIPIENT shall include time for ECOLOGY's review and approval process in their project timeline.
- c) If requested, RECIPIENT shall provide ECOLOGY two (2) final copies and an electronic copy of any tangible products developed.

Copies include any printed materials, and all tangible products developed such as brochures, manuals, pamphlets, videos, audio tapes, CDs, curriculum, posters, media announcements, or gadgets with a message, such as a refrigerator magnet, and any online communications, such as web pages, blogs, and twitter campaigns. If it is not practical to provide a copy, then the RECIPIENT shall provide a description (photographs, drawings, printouts, etc.) that best represents the item.

Any communications intended for public distribution that uses ECOLOGY's logo shall comply with ECOLOGY's graphic requirements and any additional requirements specified in this Agreement. Before the use of ECOLOGY's logo contact ECOLOGY for guidelines.

RECIPIENT shall acknowledge in the communications that funding was provided by ECOLOGY.

20. PROGRESS REPORTING

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- a) RECIPIENT must satisfactorily demonstrate the timely use of funds by submitting payment requests and progress reports to ECOLOGY. ECOLOGY reserves the right to amend or terminate this Agreement if the RECIPIENT does not document timely use of funds.
- b) RECIPIENT must submit a progress report with each payment request. Payment requests will not be processed without a progress report. ECOLOGY will define the elements and frequency of progress reports.
- c) RECIPIENT shall use ECOLOGY's provided progress report format.
- d) Quarterly progress reports will cover the periods from January 1 through March 31, April 1 through June 30, July 1 through September 30, and October 1 through December 31. Reports shall be submitted within thirty (30) days after the end of the quarter being reported.
- e) RECIPIENT must submit within thirty (30) days of the expiration date of the project, unless an extension has been approved by ECOLOGY, all financial, performance, and other reports required by the Agreement and funding program guidelines. RECIPIENT shall use the ECOLOGY provided closeout report format.

21. PROPERTY RIGHTS

- a) Copyrights and Patents. When the RECIPIENT creates any copyrightable materials or invents any patentable property under this Agreement, the RECIPIENT may copyright or patent the same but ECOLOGY retains a royalty free, nonexclusive, and irrevocable license to reproduce, publish, recover, or otherwise use the material(s) or property, and to authorize others to ~~use the same for federal, state, or local government purposes~~
- b) Publications. When the RECIPIENT or persons employed by the RECIPIENT use or publish ECOLOGY information; present papers, lectures, or seminars involving information supplied by ECOLOGY; or use logos, reports, maps, or other data in printed reports, signs, brochures, pamphlets, etc., appropriate credit shall be given to ECOLOGY.
- c) Presentation and Promotional Materials. ECOLOGY shall have the right to use or reproduce any printed or graphic materials produced in fulfillment of this Agreement, in any manner ECOLOGY deems appropriate. ECOLOGY shall acknowledge the RECIPIENT as the sole copyright owner in every use or reproduction of the materials.
- d) Tangible Property Rights. ECOLOGY's current edition of "Administrative Requirements for Recipients of Ecology Grants and Loans," shall control the use and disposition of all real and personal property purchased wholly or in part with funds furnished by ECOLOGY in the absence of state and federal statutes, regulations, or policies to the contrary, or upon specific instructions with respect thereto in this Agreement.
- e) Personal Property Furnished by ECOLOGY. When ECOLOGY provides personal property directly to the RECIPIENT for use in performance of the project, it shall be returned to ECOLOGY prior to final payment by ECOLOGY. If said property is lost, stolen, or damaged while in the RECIPIENT's possession, then ECOLOGY shall be reimbursed in cash or by setoff by the RECIPIENT for the fair market value of such property.
- f) Acquisition Projects. The following provisions shall apply if the project covered by this Agreement includes funds for the acquisition of land or facilities:
 - 1. RECIPIENT shall establish that the cost is fair value and reasonable prior to disbursement of funds provided for in this Agreement.
 - 2. RECIPIENT shall provide satisfactory evidence of title or ability to acquire title for each parcel prior to disbursement of funds provided by this Agreement. Such evidence may include title insurance policies, Torrens certificates, or abstracts, and attorney's opinions establishing that the land is free from any impediment, lien, or claim which would impair the uses intended by this Agreement.
- g) Conversions. Regardless of the Agreement expiration date, the RECIPIENT shall not at any time convert any equipment, property, or facility acquired or developed under this Agreement to uses other than those for which assistance was originally approved without prior written approval of ECOLOGY. Such approval may be conditioned upon payment to ECOLOGY of that portion of the proceeds of the sale, lease, or other conversion or encumbrance which monies granted pursuant to this Agreement bear to the total acquisition, purchase, or construction costs of such property.

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22. RECORDS, AUDITS, AND INSPECTIONS

RECIPIENT shall maintain complete program and financial records relating to this Agreement, including any engineering documentation and field inspection reports of all construction work accomplished.

All records shall:

- a) Be kept in a manner which provides an audit trail for all expenditures.
 - b) Be kept in a common file to facilitate audits and inspections.
 - c) Clearly indicate total receipts and expenditures related to this Agreement.
 - d) Be open for audit or inspection by ECOLOGY, or by any duly authorized audit representative of the State of Washington, for a period of at least three (3) years after the final grant payment or loan repayment, or any dispute resolution hereunder.
- RECIPIENT shall provide clarification and make necessary adjustments if any audits or inspections identify discrepancies in the records.

ECOLOGY reserves the right to audit, or have a designated third party audit, applicable records to ensure that the state has been properly invoiced. Any remedies and penalties allowed by law to recover monies determined owed will be enforced. Repetitive instances of incorrect invoicing or inadequate records may be considered cause for termination.

All work performed under this Agreement and any property and equipment purchased shall be made available to ECOLOGY and to any authorized state, federal or local representative for inspection at any time during the course of this Agreement and for at least three (3) years following grant or loan termination or dispute resolution hereunder.

RECIPIENT shall provide right of access to ECOLOGY, or any other authorized representative, at all reasonable times, in order to monitor and evaluate performance, compliance, and any other conditions under this Agreement.

23. RECOVERY OF FUNDS

The right of the RECIPIENT to retain monies received as reimbursement payments is contingent upon satisfactory performance of this Agreement and completion of the work described in the Scope of Work.

All payments to the RECIPIENT are subject to approval and audit by ECOLOGY, and any unauthorized expenditure(s) or unallowable cost charged to this Agreement shall be refunded to ECOLOGY by the RECIPIENT.

RECIPIENT shall refund to ECOLOGY the full amount of any erroneous payment or overpayment under this Agreement. RECIPIENT shall refund by check payable to ECOLOGY the amount of any such reduction of payments or repayments within thirty (30) days of a written notice. Interest will accrue at the rate of twelve percent (12%) per year from the time ECOLOGY demands repayment of funds.

Any property acquired under this Agreement, at the option of ECOLOGY, may become ECOLOGY's property and the RECIPIENT's liability to repay monies will be reduced by an amount reflecting the fair value of such property.

24. SEVERABILITY

If any provision of this Agreement or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Agreement which can be given effect without the invalid provision, and to this end the provisions of this Agreement are declared to be severable.

25. STATE ENVIRONMENTAL POLICY ACT (SEPA)

RECIPIENT must demonstrate to ECOLOGY's satisfaction that compliance with the requirements of the State Environmental Policy Act (Chapter 43.21C RCW and Chapter 197-11 WAC) have been or will be met. Any reimbursements are subject to this provision.

26. SUSPENSION

When in the best interest of ECOLOGY, ECOLOGY may at any time, and without cause, suspend this Agreement or any portion thereof for a temporary period by written notice from ECOLOGY to the RECIPIENT. RECIPIENT shall resume performance on the next business day following the suspension period unless another day is specified by ECOLOGY.

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27. SUSTAINABLE PRACTICES

In order to sustain Washington's natural resources and ecosystems, the RECIPIENT is fully encouraged to implement sustainable practices and to purchase environmentally preferable products under this Agreement.

- a) Sustainable practices may include such activities as: use of clean energy, use of double-sided printing, hosting low impact meetings, and setting up recycling and composting programs.
- b) Purchasing may include such items as: sustainably produced products and services, EPEAT registered computers and imaging equipment, independently certified green cleaning products, remanufactured toner cartridges, products with reduced packaging, office products that are refillable, rechargeable, and recyclable, 100% post-consumer recycled paper, and toxic free products.

For more suggestions visit ECOLOGY's web page, Green Purchasing,
<https://ecology.wa.gov/Regulations-Permits/Guidance-technical-assistance/Sustainable-purchasing>.

28. TERMINATION

a) For Cause

ECOLOGY may terminate for cause this Agreement with a seven (7) calendar days prior written notification to the RECIPIENT, ~~at the sole discretion of ECOLOGY, for failing to perform an Agreement requirement or for a material breach of~~ any term or condition. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.

Failure to Commence Work. ECOLOGY reserves the right to terminate this Agreement if RECIPIENT fails to commence work on the project funded within four (4) months after the effective date of this Agreement, or by any date mutually agreed upon in writing for commencement of work, or the time period defined within the Scope of Work.

Non-Performance. The obligation of ECOLOGY to the RECIPIENT is contingent upon satisfactory performance by the RECIPIENT of all of its obligations under this Agreement. In the event the RECIPIENT unjustifiably fails, in the opinion of ECOLOGY, to perform any obligation required of it by this Agreement, ECOLOGY may refuse to pay any further funds, terminate in whole or in part this Agreement, and exercise any other rights under this Agreement.

Despite the above, the RECIPIENT shall not be relieved of any liability to ECOLOGY for damages sustained by ECOLOGY and the State of Washington because of any breach of this Agreement by the RECIPIENT. ECOLOGY may withhold payments for the purpose of setoff until such time as the exact amount of damages due ECOLOGY from the RECIPIENT is determined.

b) For Convenience

ECOLOGY may terminate for convenience this Agreement, in whole or in part, for any reason when it is the best interest of ECOLOGY, with a thirty (30) calendar days prior written notification to the RECIPIENT, except as noted below. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.

Non-Allocation of Funds. ECOLOGY's ability to make payments is contingent on availability of funding. In the event funding from state, federal or other sources is withdrawn, reduced, or limited in any way after the effective date and prior to the completion or expiration date of this Agreement, ECOLOGY, at its sole discretion, may elect to terminate the Agreement, in whole or part, or renegotiate the Agreement, subject to new funding limitations or conditions. ECOLOGY may also elect to suspend performance of the Agreement until ECOLOGY determines the funding insufficiency is resolved. ECOLOGY may exercise any of these options with no notification or restrictions, although ECOLOGY will make a reasonable attempt to provide notice.

In the event of termination or suspension, ECOLOGY will reimburse eligible costs incurred by the RECIPIENT through the effective date of termination or suspension. Reimbursed costs must be agreed to by ECOLOGY and the RECIPIENT. In no

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event shall ECOLOGY's reimbursement exceed ECOLOGY's total responsibility under the Agreement and any amendments. If payments have been discontinued by ECOLOGY due to unavailable funds, the RECIPIENT shall not be obligated to repay monies which had been paid to the RECIPIENT prior to such termination.

RECIPIENT's obligation to continue or complete the work described in this Agreement shall be contingent upon availability of funds by the RECIPIENT's governing body.

c) By Mutual Agreement

ECOLOGY and the RECIPIENT may terminate this Agreement, in whole or in part, at any time, by mutual written agreement.

d) In Event of Termination

All finished or unfinished documents, data studies, surveys, drawings, maps, models, photographs, reports or other materials prepared by the RECIPIENT under this Agreement, at the option of ECOLOGY, will become property of ECOLOGY and the RECIPIENT shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials.

Nothing contained herein shall preclude ECOLOGY from demanding repayment of all funds paid to the RECIPIENT in accordance with Recovery of Funds, identified herein.

29. THIRD PARTY BENEFICIARY

RECIPIENT shall ensure that in all subcontracts entered into by the RECIPIENT pursuant to this Agreement, the state of Washington is named as an express third party beneficiary of such subcontracts with full rights as such.

30. WAIVER

Waiver of a default or breach of any provision of this Agreement is not a waiver of any subsequent default or breach, and will not be construed as a modification of the terms of this Agreement unless stated as such in writing by the authorized representative of ECOLOGY.

End of General Terms and Conditions



AGENDA ITEM SUMMARY

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

12
MAR 13 2023

Department: Public Works

WORK SESSION ☒ **Meeting Date: March 13, 2023**

REGULAR AGENDA ☒ **Meeting Date: March 21, 2023**

Required originals approved and attached? ☐

Will be provided on:

Item summary:

☐ Call for Hearing

☐ Contract/Agreement/MOU - Contract #

☐ Resolution

☐ Proclamation

☐ Budget Item

☐ Draft Ordinance

☐ Final Ordinance

☒ Other Request for Proposal

Documents exempt from public disclosure attached: ☐

Executive summary:

In October 2020, the court appointed Clallam County as the receiver for the Bullman Beach Water System (BBWS). The Court tasked the county with bringing the system into compliance with state laws.

The Washington State Department of Health-Office of Drinking Water (ODW) conducted a sanitary survey of the BBWS on September 1, 2022. The resulting sanitary survey report lists deficiencies and findings that included:

"Install filtration for source that meets Part 6 of Chapter 246-290 WAC and the federal Surface Water Treatment Rule. Submit design of filtration to ODW for review and approval prior to construction. Provide a modified CT calculation as part of any revised treatment plant design to verify sufficient contact time in the pipelines and the reservoirs to achieve 3-log Giardia inactivation, if S01 is to remain in use...."

To address the above deficiency, the Department requests Board approval to solicit the attached Request for Proposals (RFP) for the final design and construction of a bag filtration water treatment plant for the BBWS that meets the approval of the ODW under state health requirements and standards. A conceptual plan design for the bag filtration water treatment system has been completed and is included in the RFP documents.

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?** ☐

Final design and construction of the bag filtration water treatment plan to be funded by approved \$160,000 ARPA funds and 2023 Bullman Beach Water System budget fund, as needed.

* 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)

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

The Department recommends the Board approve proceeding with the notice to solicit RFP's for the final design and construction of a bag filtration water treatment plan for the BBWS.

County Official signature & print name:  _____

Name of Employee/Stakeholder attending meeting: Steve Gray & Kevin LoPiccolo

Relevant Departments: Public Works, Health and Human Services

Date submitted: March 8, 2023

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

BOCC_Agenda Item (03-13-23)
Revised: 3-04-2019

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

**CLALLAM COUNTY PUBLIC WORKS DEPARTMENT
NOTICE OF REQUEST FOR PROPOSALS (RFP)**

SEALED proposals 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 25, 2023**, at which time they will be publicly opened and read aloud for:

The final design and construction of a bag filtration water treatment plant for the Bullman Beach Water System that meets the approval of the Washington State Department of Health—Office of Drinking Water (ODW) under state health requirements and standards. A conceptual plan design for the bag filtration water treatment system has been completed.

The complete proposal informational packet including water system information, scope of work, timeline and deliverables, proposal content, submittal requirements, evaluation criteria, and general terms and conditions may be obtained from the Clallam County Public Works Department, 223 East 4th Street, Suite 6, Port Angeles, Washington 98362, (360) 417-2319. Questions shall be directed to Steve Gray, Deputy Director, at (360) 417-2290.

The sealed proposals must be clearly marked on the outside of the envelope, **“RFP PROPOSAL – WATER TREATMENT PLANT FOR THE BULLMAN BEACH WATER SYSTEM PROJECT, RFP 2023-001.** Address proposals to: Board of Clallam County Commissioners, 223 E. 4th Street, Suite 4, Port Angeles, Washington 98362 or hand-deliver to 223 E. 4th Street, Room 150, Port Angeles, Washington. Proposals received late by the Commissioners’ Office, delivered to other offices, received by fax or email or by any other means will not be considered.

Clallam County In accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 USC 2000d to 2000d-4 and Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-Assisted Programs of the Department of Transportation issued pursuant to such Act, hereby notifies that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises as defined at 49 CFR Part 26 will be afforded full opportunity to submit proposals in response to this invitation and will not be discriminated against on the grounds of race, color, national origin, or sex in consideration for an award. Clallam County is an Equal Opportunity and Affirmative Action Employer. Minority and women-owned firms are strongly encouraged to submit proposals.

Pre-Proposal Walk-Through: The bag filtration water treatment plant conceptual plan design is based on County operation of this type of system at its Camp David Junior facility. A pre-proposal walk-through at both the Camp David Junior facility and the Bullman Beach Water System (project site) will be held on Tuesday April 11, 2023. The Camp David Junior facility walk-through will be held from 9:00–11:00 a.m. at 1452 Camp David Junior Rd. (on Lake Crescent), Port Angeles, WA. The Bullman Beach Water System walk-through will be held from 1:00–3:00 p.m. at 1592 Highway 112, Sekiu, WA. All interested applicants are to meet at each site during the scheduled time. This will be the only opportunity for applicants to review these water systems.

APPROVED THIS _____ DAY OF _____, 2023.

BOARD OF CLALLAM COUNTY COMMISSIONERS:

ATTEST:

Mark Ozias, Chair

Loni Gores, Clerk of the Board

Publish: Peninsula Daily News
Seattle Daily Journal of Commerce

March 24, March 31, and April 7
March 24, March 31, and April 7



13

AGENDA ITEM SUMMARY

MAR 13 2023

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

Department: BOCC

WORK SESSION ☒ **Meeting Date: 3-13-23**

REGULAR AGENDA ☒ **Meeting Date: 3-14-23**

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 - Notice |

Documents exempt from public disclosure attached: ☐

Executive summary:

Board of Clallam County Commissioner will consider adopting by Resolution the attached budget revisions on March 28, 2023.

Budget revisions – Transfer or reallocations between departments within the same fund, or anytime a reallocation within the same budget would authorize a new permanent position or a new capital purchase.

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?** ☐
See attached form(s).

Recommended action: (Does the Board need to act? If so, what is the department's recommendation?)
Approve the attached notice – Budget revisions.

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

Name of Employee/Stakeholder attending meeting: Board of Commissioners

Relevant Departments: All Departments

* 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)



NOTICE OF BUDGET REVISION MEETING

Notice is hereby given Clallam County will adopt by Resolution of the Board the budget revision shown below on March 28, 2023 at 10 a.m. in the Commissioners' Meeting Room (160), Clallam County Courthouse.

Sheriff – Jail – Contracted costs for Norpoint Services to provide courthouse security for the month of February 2023/\$19,140

Parks & Facilities – Capital Projects – Reallocation of funds for the repair project at Lake Pleasant/\$50,000

A copy of the budget change forms may be reviewed at the office of the Board of County Commissioners from 8 a.m. to 4:30 p.m., Monday through Friday.

BOARD OF CLALLAM COUNTY COMMISSIONERS

Date: March 14, 2023

Mark Ozias, Chair

Publish: March 18

Bill: Commissioners' Office

c: Budget Director
Department(s)
Treasurer

FEB 24 2023



CLALLAM COUNTY BUDGET CHANGE FORM

Date Submitted: 2/23/23

Budget Hearing/Meeting Date: 3/28/23 ✓

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

Budget Number xxxxx.xxx.	00100.815	Budget Name	Sheriff – Jail
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REVENUE/SOURCE

BUDGET NUMBER xxxxx.xxx.	DEPT NAME	BARS NUMBER xxxxx.xx.xxxx	ACCOUNT DESCRIPTION	AMOUNT
00100.815	Sheriff - Jail	52360.10.0010 ✓	Regular Time	19,140
Total				19,140

EXPENDITURES

BUDGET NUMBER xxxxx.xxx.	DEPT NAME	BARS NUMBER xxxxx.xx.xxxx	ACCOUNT DESCRIPTION	AMOUNT
00100.815	Sheriff - Jail	52360.41.1030 ✓	Personnel Services	19,140
Total				19,140

Revenue/Source and Expenditure totals must agree.

REASON FOR BUDGET ACTION:

Contracted costs for Norpoint Services to provide Courthouse security for the month of February 2023 total \$19,140. These costs are not budgeted, so we need to transfer budget from our staff salary lines into the professional services line. The staff salary lines have extra budget based on open positions that we are currently in the process of filling.

County Official Approval: _____

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

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MAR 02 2023

CLALLAM COUNTY BUDGET CHANGE FORM



Date Submitted: 3/02/2023 ✓

Budget Hearing/Meeting Date: 3/28/2023 ✓

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

Budget Number xxxxx.xxx.	30501.911 ✓	Budget Name	Parks & Facilities – Capital Projects ✓
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REVENUE/SOURCE

BUDGET NUMBER xxxxx.xxx.	DEPT NAME	BARS NUMBER xxxxx.xx.xxxx	ACCOUNT DESCRIPTION	AMOUNT
30501.911 ✓	Parks & Facilities – Capital Projects ✓	59419.62.2250 ✓	Camp David Repair/Improvements	50,000 ✓
Total				50,000 ✓

EXPENDITURES

BUDGET NUMBER xxxxx.xxx.	DEPT NAME	BARS NUMBER xxxxx.xx.xxxx	ACCOUNT DESCRIPTION	AMOUNT
30501.911 ✓	Parks & Facilities – Capital Projects ✓	59419.62.2245 ✓	Lake Pleasant Repair/Improvements	50,000
Total				50,000

Revenue/Source and Expenditure totals must agree.

REASON FOR BUDGET ACTION:

Did not receive piling repair grant for Lake Pleasant, which necessitated a consolidation of budgets to provide for the completion of the higher priority project at Lake Pleasant. The camp David Piling repairs will be completed in future budget year(s).

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

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AGENDA ITEM SUMMARY

MAR 13 2023

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

Department: BOCC

WORK SESSION ☒ **Meeting Date:** 3/13/23

REGULAR AGENDA ☒ **Meeting Date:** 3/14/23

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 - Notice |

Executive summary:

Board of Clallam County Commissioner will consider adopting by Resolution the attached supplemental appropriations on March 28, 2023.
Supplemental appropriations – increased expenditures due to unanticipated federal, state, and local funds.

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?** ☐
See attached form(s).

Recommended action: (Does the Board need to act? If so, what is the department's recommendation?)
Approve the attached notice of supplemental appropriations.

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

Name of Employee/Stakeholder attending meeting: Board of Commissioners

Relevant Departments: All Departments

* 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)



NOTICE OF SUPPLEMENTAL APPROPRIATIONS BUDGET MEETING

Notice is hereby given Clallam County will adopt by Resolution of the Board, the supplemental budget appropriations in the following funds pursuant to RCW 36.40.100, at 10 a.m. on March 28, 2023 in the Commissioners' Meeting Room (160) of the Clallam County Courthouse.

Sheriff – Emergency Services – Expenditures and reimbursement revenue received from state contract E23-186 Emergency Management Preparedness Grant FY22/\$46,132

Sheriff – Jail – Funds made available by the Washington State Legislature to assist law enforcement agencies with training costs/\$7,191

Sheriff – Operations - Funds made available by the Washington State Legislature to assist law enforcement agencies with training costs/\$14,381

Superior Court – Funding from Health Resources & Services Administration (HRSA) grant to for a full-time Early Childhood Court Coordinator position/\$85,000

Copies of the budget change forms may be viewed at the office of the Board of Clallam County Commissioners from 8 a.m. to 4:30 p.m., Monday through Friday.

BOARD OF CLALLAM COUNTY COMMISSIONERS

Date: March 14, 2023

Mark Ozias, Chair

Publish: March 18
Bill: Commissioners

c: Budget Director
Treasurer
Department(s)

FEB 24 2023

CLALLAM COUNTY BUDGET CHANGE FORM



Date Submitted: 2/24/2023

Budget Hearing/Meeting Date: 3/28/2023

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

Budget Number xxxxx.xxx.	00100.817 ✓	Budget Name	Sheriff – Emergency Services
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REVENUE/SOURCE

BUDGET NUMBER xxxxx.xxx.	DEPT NAME	BARS NUMBER xxxxx.xx.xxxx	ACCOUNT DESCRIPTION	AMOUNT
00100.817	Sheriff – Emergency Services	33397.04.2010 ✓	Homeland Security Emergency Management	46,132
Total				46,132 ✓

EXPENDITURES

BUDGET NUMBER xxxxx.xxx.	DEPT NAME	BARS NUMBER xxxxx.xx.xxxx	ACCOUNT DESCRIPTION	AMOUNT
00100.817 ✓	Sheriff – Emergency Services	52510.31.0020 ✓	Operating Supplies	16,069
00100.817 ✓	Sheriff – Emergency Services	52510.41.0020 ✓	Professional Services	7,000
00100.817 ✓	Sheriff – Emergency Services	52510.41.5130 ✓	Sheriff	1,600
00100.817 ✓	Sheriff – Emergency Services	52510.42.0015 ✓	Cellular Phones	2,500
00100.817 ✓	Sheriff – Emergency Services	52510.47.0090 ✓	Utilities	1,000
00100.817 ✓	Sheriff – Emergency Services	52510.43.0020 ✓	Travel – Training	6,500
00100.817 ✓	Sheriff – Emergency Services	52510.35.0010 ✓	Small Tools/Minor Equipment	5,460
00100.817 ✓	Sheriff – Emergency Services	59425.64.0010	Capital Outlay Machinery and Equipment	5,540
00100.293 ✓	General Fund Reserves	50800.00.0000 ✓	Ending Fund Balance	463
Total				46,132 ✓

Revenue/Source and Expenditure totals must agree.

REASON FOR BUDGET ACTION:

Expenditures and reimbursement revenue received from state contract E23-186 Emergency Management Preparedness Grant FY22.

County Official Approval: _____

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

CLALLAM COUNTY BUDGET CHANGE FORM

RECEIVED
CLALLAM CO. FINANCE

FEB 24 2023



Date Submitted: 2/23/23

Budget Hearing/Meeting Date: 3/28/23

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

Budget Number xxxxx.xxx.	00100.815 ✓	Budget Name	Sheriff's Office - Jail
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REVENUE/SOURCE

BUDGET NUMBER xxxxx.xxx.	DEPT NAME	BARS NUMBER xxxxx.xx.xxxx	ACCOUNT DESCRIPTION	AMOUNT
00100.815 ✓	Sheriff's Office - Jail	36991.00.0010 ✓	Other Miscellaneous	7,191
Total				7,191 ✓

EXPENDITURES

BUDGET NUMBER xxxxx.xxx.	DEPT NAME	BARS NUMBER xxxxx.xx.xxxx	ACCOUNT DESCRIPTION	AMOUNT
00100.815 ✓	Sheriff's Office - Jail	52360.43.0023 0020	Travel/Training	7,191
Total				7,191 ✓

Revenue/Source and Expenditure totals must agree.

REASON FOR BUDGET ACTION:

WASPC is disbursing funding made available by the Washington State Legislature to assist law enforcement agencies with training costs. Clallam County received a total of \$21,571.62, which has been divided between Corrections and Patrol training budgets.

County Official Approval:

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

[Signature]

[Signature]

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FEB 24 2023



CLALLAM COUNTY BUDGET CHANGE FORM

Date Submitted: 2/23/23

Budget Hearing/Meeting Date: 3/28/23 ✓

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

Budget Number xxxxx.xxx.	00100.811 ✓	Budget Name	Sheriff's Office - Operations
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REVENUE/SOURCE

BUDGET NUMBER xxxxx.xxx.	DEPT NAME	BARS NUMBER xxxxx.xx.xxxx	ACCOUNT DESCRIPTION	AMOUNT
00100.811 ✓	Sheriff's Office - Operations	36991.00.0010 ✓	Other Miscellaneous	14,381
Total				14,381 ✓

EXPENDITURES

BUDGET NUMBER xxxxx.xxx.	DEPT NAME	BARS NUMBER xxxxx.xx.xxxx	ACCOUNT DESCRIPTION	AMOUNT
00100.811 ✓	Sheriff's Office - Operations	52122.43.0023 ✓	Travel/Training Patrol	14,381
Total				14,381 ✓

Revenue/Source and Expenditure totals must agree.

REASON FOR BUDGET ACTION:

WASPC is disbursing funding made available by the Washington State Legislature to assist law enforcement agencies with training costs. Clallam County received a total of \$21,571.62, which has been divided between Corrections and Patrol training budgets.

County Official Approval: _____

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

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CLALLAM COUNTY BUDGET CHANGE FORM

RECEIVED
CLALLAM CO. FINANCE

MAR 08 2023



Date Submitted: 3/03/2023

Budget Hearing/Meeting Date: 3/28/23

- X **Supplemental Appropriation** – increased expenditures due to unanticipated federal, state, or local funds
- **Debatable Emergency** – public emergency other than a non-debatable emergency which could not reasonably have been foreseen at the time of making the budget, requiring the expenditure of money not provided for in the budget.
- **Non-debatable Emergency** – for the relief of a stricken community requiring immediate address; to meet mandatory expenditures required by law
- **Budget Revision** – transfers or reallocations between departments within the same fund, or anytime a reallocation within the same budget would authorize a new permanent position or a new capital purchase
- **Budget Reduction** – a reduction in revenues and/or expenditures

Budget Number xxxxx.xxx.	00100.861 ✓	Budget Name	Superior Court ✓
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REVENUE/SOURCE

BUDGET NUMBER xxxxx.xxx.	DEPT NAME	BARS NUMBER xxxxx.xx.xxxx	ACCOUNT DESCRIPTION	AMOUNT
00100.861 ✓	Superior Court ✓	33393.11.0000 ✓	HRSA-Infant Toddler Court Program	\$85,000
Total				\$85,000 ✓

EXPENDITURES

BUDGET NUMBER xxxxx.xxx.	DEPT NAME	BARS NUMBER xxxxx.xx.xxxx	ACCOUNT DESCRIPTION	AMOUNT
00100.861 ✓	Superior Court ✓	51221.10.0010 ✓	Regular Time	47,997
00100.861 ✓	Superior Court ✓	51221.20.0020 ✓	Benefits	25,003
00100.861 ✓	Superior Court ✓	51221.31.0101 ✓	Supplies – Grant	1,500
00100.861 ✓	Superior Court ✓	51221.43.0104 ✓	Travel/Training – Grant	1,000
00100.861 ✓	Superior Court ✓	51221.31.0103 ✓	Food – Grant	500
00100.861 ✓	Superior Court ✓	51221.31.0102 ✓	Furnishings – Grant	500
00100.293 ✓	General Fund Reserves	50800.00.0000 ✓	Ending Fund Balance	8,500
Total				\$85,000 ✓

Revenue/Source and Expenditure totals must agree.

REASON FOR BUDGET ACTION:

Superior Court subaward agreement with The Center for Children & Youth Justices (CCYJ) for a 5-year Federal grant from Health Resources & Services Administration (HRSA) 1U2ZMC46634-01-00 (CFDA #93.110) to fund a full-time Early Childhood Court Coordinator position in the amount of \$85,000 annually, for a total amount of \$425,000 for the period of 9/30/22 thru 9/30/27.

County Official Approval: [Signature]
(Obtain Budget Office Approval Prior to Submission to Clerk of the Board)

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MAR 13 2023

AGENDA ITEM SUMMARY

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

Department: BOCC

WORK SESSION ☒ Meeting Date: 3/13/23

REGULAR AGENDA ☒ Meeting Date: 3/14/23

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 - Notice

Executive summary:

Board of Clallam County Commissioner will consider adopting by Resolution the attached debatable emergencies on March 28, 2023

Debatable emergency – Public emergency other than a non-debatable emergency which could not reasonably have been foreseen at the time of making the budget, requiring the expenditure of money not provided for in the budget.

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?** ☐
See attached form(s).

Recommended action: (Does the Board need to act? If so, what is the department's recommendation?)
Approve the attached notice of debatable emergencies.

County Official signature & print name: Loni Gores Loni Gores

Name of Employee/Stakeholder attending meeting: Board of Commissioners

Relevant Departments: All Departments

* 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)



BUDGET RESOLUTION _____, 2023

CALL FOR HEARING FOR DEBATABLE EMERGENCIES IN THE FUNDS LISTED BELOW

THE BOARD OF CLALLAM COUNTY COMMISSIONERS finds as follows:

1. Pursuant to RCW 36.40.140, the following facts constitute a public emergency that could not reasonably have been foreseen at the time of making the budget:

DCD Administration – Additional funding for a full-time Administrative Assistant II to Code Enforcement, ER&R vehicle lease/rent for additional employees, and training/\$44,127

Prosecuting Attorney – Coroner – Funding approved in 2022 budget for a copier dedicated to the Coroner Division/\$13,370

NonDepartmental – Funding for Greenhous Gas Inventory/\$25,717

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

1. A public hearing on the debatable emergencies listed above will be held March 28, 2023 at 10:30 a.m. in Room 160 of the Clallam County Courthouse.
2. A copy of the budget change forms may be viewed at the office of the Board of Clallam County Commissioners from 8 a.m. to 4:30 p.m., Monday through Friday.

PASSED AND ADOPTED this 14th day of March 2023

BOARD OF CLALLAM COUNTY COMMISSIONERS

Mark Ozias

Randy Johnson

Mike French

ATTEST:

Loni Gores, CMC, Clerk of the Board

Publish: March 18, 2023

Bill: Commissioners

c: Budget Director
Treasurer
Department(s)

MAR 03 2023

CLALLAM COUNTY BUDGET CHANGE FORM



Date Submitted: 3-2-23

Budget Hearing/Meeting Date: 3-28-23

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

Budget Number xxxxx.xxx.	00100.331	Budget Name	DCD Administration
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REVENUE/SOURCE

BUDGET NUMBER xxxxx.xxx.	DEPT NAME	BARS NUMBER xxxxx.xx.xxxx	ACCOUNT DESCRIPTION	AMOUNT
00100.293	General Fund Reserve	50800.00.0000	Ending Fund Balance	44,127
Total				44,127

EXPENDITURES

BUDGET NUMBER xxxxx.xxx.	DEPT NAME	BARS NUMBER xxxxx.xx.xxxx	ACCOUNT DESCRIPTION	AMOUNT
00100.331	DCD Admin	55866.10.0010	Regular Time	29,127
00100.331	DCD Admin	55866.43.0020	Travel – Training	8,000
00100.331	DCD Admin	55866.45.0015	Vehicle Rental/Lease	4,500
00100.331	DCD Admin	55866.49.0060	Registration	2,500
Total				44,127

Revenue/Source and Expenditure totals must agree.

REASON FOR BUDGET ACTION:

Add a full-time Administrative Assistant II to Code Enforcement, increasing the total labor force FTE to 3.6. Add funding for ER&R vehicle lease/rent for additional employees. Add funding for training. Salary & Benefits are pro-rated from May-mid December since they are not yet hired. Amount of request is approximately \$20,000 lower than previously discussed with BOCC due to positions not being filled for the full year in 2023.

County Official Approval: Brian Smith
(Obtain Budget Office Approval Prior to Submission to Clerk of the Board)

MARCH 1 2023

CLALLAM COUNTY BUDGET CHANGE FORM



Date Submitted: 02/27/2023

Budget Hearing/Meeting Date: 03/28/2023

- **Supplemental Appropriation** – increased expenditures due to unanticipated federal, state, or local funds
- ✓ **Debatable Emergency** – public emergency other than a non-debatable emergency which could not reasonably have been foreseen at the time of making the budget, requiring the expenditure of money not provided for in the budget.
- **Non-debatable Emergency** – for the relief of a stricken community requiring immediate address; to meet mandatory expenditures required by law
- **Budget Revision** – transfers or reallocations between departments within the same fund, or anytime a reallocation within the same budget would authorize a new permanent position or a new capital purchase
- **Budget Reduction** – a reduction in revenues and/or expenditures

Budget Number xxxxx.xxx.	00100.843 ✓	Budget Name	Prosecuting Attorney - Coroner ✓
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REVENUE/SOURCE

BUDGET NUMBER xxxxx.xxx.	DEPT NAME	BARS NUMBER xxxxx.xx.xxxx	ACCOUNT DESCRIPTION	AMOUNT
00100.293 ✓	General Fund Reserve ✓	50800.00.0000 ✓	Ending Fund Balance	13,370.
Total				13,370. ✓

EXPENDITURES

BUDGET NUMBER xxxxx.xxx.	DEPT NAME	BARS NUMBER xxxxx.xx.xxxx	ACCOUNT DESCRIPTION	AMOUNT
00100.843 ✓	Prosecuting Attorney – Coroner ✓	56320.35.5500 ✓	Information Technology Equipment	3,370.
00100.843 ✓	Prosecuting Attorney – Coroner ✓	59463.64.5500 ✓	Information Technology Capital	10,000.
Total				13,370. ✓

Revenue/Source and Expenditure totals must agree.

REASON FOR BUDGET ACTION:

The above funds we are requesting were approved in last year's budget (2022) but were unspent. The IT Capital funds were to be used for a copier dedicated to the Coroner Division – a ticket was submitted to IT but the purchase was not completed. The IT equipment funds were to be used for tech for an additional staff member but the purchase was delayed until we could post the position.

County Official Approval: Mark Nish
(Obtain Budget Office Approval Prior to Submission to Clerk of the Board)

CLALLAM COUNTY BUDGET CHANGE FORM



Date Submitted: 3/02/2023 ✓

Budget Hearing/Meeting Date: 3/28/2023 ✓

- **Supplemental Appropriation** – increased expenditures due to unanticipated federal, state, or local funds
- X ✓ **Debatable Emergency** – public emergency other than a non-debatable emergency which could not reasonably have been foreseen at the time of making the budget, requiring the expenditure of money not provided for in the budget.
- **Non-debatable Emergency** – for the relief of a stricken community requiring immediate address; to meet mandatory expenditures required by law
- **Budget Revision** – transfers or reallocations between departments within the same fund, or anytime a reallocation within the same budget would authorize a new permanent position or a new capital purchase
- **Budget Reduction** – a reduction in revenues and/or expenditures

Budget Number xxxxx.xxx.	00100.291 ✓	Budget Name	NonDepartmental ✓
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REVENUE/SOURCE

BUDGET NUMBER xxxxx.xxx.	DEPT NAME	BARS NUMBER xxxxx.xx.xxxx	ACCOUNT DESCRIPTION	AMOUNT
00100.293 ✓	General Fund Reserves ✓	50800.00.0000 ✓	Ending Fund Balance	25,717
Total				25,717 ✓

EXPENDITURES

BUDGET NUMBER xxxxx.xxx.	DEPT NAME	BARS NUMBER xxxxx.xx.xxxx	ACCOUNT DESCRIPTION	AMOUNT
00100.291 ✓	NonDepartmental ✓	55370.41.0137 ✓	Greenhouse Gas Inventory	25,717
Total				25,717 ✓

Revenue/Source and Expenditure totals must agree.

REASON FOR BUDGET ACTION:

Unused funding from 2022 for the Cascadia Consulting Group, Inc. in the amount of \$16,718 for expenses carried over into 2023. Additional funding of \$8,999 is needed for the contract amendment. These funds are used to provide the County with a Greenhouse Gas Inventory.

County Official Approval: _____

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