



WORK SESSION

BOARD OF CLALLAM COUNTY COMMISSIONERS

Virtual on Zoom ONLY
No in person or Granicus available

February 6, 2023

Board of Commissioners Meetings for February 6-10 will be held virtually on Zoom only due to the Board Room Technology Upgrade Project. There will be no in person or Granicus available.

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

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 Contract amendment C with Salish Behavioral Health Administrative Services Organization (SBH-ASO) for substance use disorder outpatient services
- 3 Contract amendment 1 with the Health Care Authority for Medicaid Administrative Claiming Contract
- 4 Agreement amendment 1 with Department of Ecology for Pollution, Identification and Correction Programs
- 5 Resolution appointing Jeff Gingell to the Clallam County Board of Health
- 6 Letter of support for Feiro Marine Life Center
- 7 Letter of support for Foreign Trade Zone Board
- 8 Olympic National Park update – **10 a.m.**
- 9 Olympic National Forest update – **10:30 a.m.**
- 10 Discussion regarding the Variable Air Volume System Project

Board of Commissioners

- 11 Legislative Session update

Budget

- 12 Agreement with Clallam County Public Defender for Indigent Public Defense Services

General Discussion/Items for Future Agendas

- Department of Transportation Highway 101 Project discussion (March 13)
- Department of Natural Resources Meeting (March 20 at 1 p.m.)
- Marine Resources Committee project update (March 27)
- Joint Meeting with City of Sequim (March 27 at 5 p.m. at the City of Sequim)
- 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.



2
FEB 06 2023

AGENDA ITEM SUMMARY

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

Department: Juvenile Services

WORK SESSION ☒ **Meeting Date: 02/06/2023**

REGULAR AGENDA ☒ **Meeting Date: 02/14/2023**

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

Item summary:

- | | |
|---|---|
| ☐ Call for Hearing | ☒ Contract/Agreement/MOU - Contract # 851.23.001C |
| ☐ Resolution | ☐ Proclamation ☐ Budget Item |
| ☐ Draft Ordinance | ☐ Final Ordinance ☐ Other |

Documents exempt from public disclosure attached: ☐

Executive summary:

Contract amendment between Salish Behavioral Health Administrative Services Organization (SBH-ASO) and Clallam County Juvenile & Family Services True Star Behavioral Health Services related to our Criminal Justice Treatment Account (CJTA) for substance use disorder outpatient 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?** ☐

No budget change, revenue included in budget.

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

County Official signature & print name:

Jody Jacobsen Jody Jacobsen

Name of Employee/Stakeholder attending meeting:

Cynthia Hanson

Relevant Departments: _____

Date submitted: 01/27/2023.

* Work Session/Reg Meeting - Submit 2 single sided/not stapled copies + 2 AIS and 3 originals (stapled) + AIS
** Regular Meeting - Submit 1 single sided/not stapled copy and originals (1 or 3 copies)

CONTRACT AMENDMENT C

This CONTRACT AMENDMENT is made and entered into between SALISH BEHAVIORAL HEALTH ADMINISTRATIVE SERVICES ORGANIZATION, through Kitsap County, as its administrative entity, a political subdivision of the State of Washington, with its principal offices at 614 Division Street, Port Orchard, Washington 98366, hereinafter "SBHASO", and True Star Behavioral Health Services, hereinafter "CONTRACTOR."

In consideration of the mutual benefits and covenants contained herein, the parties agree that their Contract, numbered as Kitsap County Contract No. KC-486-20, and executed on January 11, 2021, amended March 8, 2022 and November 14, 2022, shall be amended as follows:

1. **Page 1: Contract Term** is amended as follows:
January 1, 2021 – December 31, 2023
2. **Page 1: Amount** is amended as follows:
\$94,189.86
3. **Attachment A: Special Terms and Conditions is amended as follows:**
The following term is added to Section 2- Quality Improvement

g. Contractor shall report Critical Incidents involving individuals receiving SBHASO funded services in accordance with SBHASO Critical Incident Reporting Policy and Procedure.
4. **Attachment B-1: Statement of Work for Criminal Justice Treatment Account** is deleted at replaced as attached.
5. **Attachment C: Budget** is deleted entirely and replaced as attached.
6. If this Contract Amendment extends the expiration date of the Contract, then the Contractor shall provide an updated certificate of insurance evidencing that any required insurance coverages are in effect through the new contract expiration date. The Contractor shall submit the certificate of insurance to:
Program Lead, Salish Behavioral Health Administrative Services Organization
Kitsap County Department of Human Services
614 Division Street, MS-23
Port Orchard, WA 98366

Upon receipt, the Human Services Department will ensure the submission of all insurance documentation to the Risk Management Division, Kitsap County Department of Administrative Services.

7. Except as expressly provided in this Contract Amendment, all other terms and conditions of the original Contract, and any subsequent amendments, addenda or modifications thereto, remain in full force and effect.

This amendment shall be effective January 1, 2023.

Dated this ____ day of _____, 2023.

**SALISH BEHAVIORAL HEALTH
ADMINISTRATIVE SERVICES
ORGANIZATION, By
KITSAP COUNTY BOARD OF
COMMISSIONERS, Its Administrative
Entity**

Charlotte Garrido, Chair

Robert Gelder, Commissioner

Katherine T. Walters, Commissioner

DATE

ATTEST

Dana Daniels, Clerk of the Board

**CONTRACTOR:
True Star Behavioral Health
Services**

Mark Ozias, Chair
Clallam County Board of
Commissioners

I attest that I have the authority to sign
this contract on behalf of True Star
Behavioral Health Services.

DATE

Approved as to form only by:

Elizabeth Stanley
Clallam County Deputy Prosecuting Attorney

ATTACHMENT B: Statement of Work- Criminal Justice Treatment Account (CJTA)

1. In RSAs where funding is provided, the Contractor shall be responsible for treatment and Recovery Support Services using specific eligibility and funding requirements for CJTA in accordance with RCW 71.24.580 and RCW 2.30.030. CJTA funds must be clearly documented and reported in accordance with section 9.3.1.8.
2. The Contractor shall implement any local CJTA plans developed by the CJTA panel and approved by HCA and/or the CJTA Panel established in 71.24.580(5)(b).
3. CJTA Funding Guidelines:
 - a. In accordance with RCW 2.30.040, if CJTA funds are managed by a Drug Court, then it is required to provide a dollar-for-dollar participation match for services to Individuals who are receiving services under the supervision of a drug court.
 - b. The provision of SUD treatments services and treatment support services for non-violent offenders within a drug court program may be continued for 180 calendar days following graduation from the drug court program.
 - c. No more than 10 percent of the total CJTA funds can be used for the following support services combined:
 - i. Transportation; and
 - ii. Child Care Services.
4. The contractor may not use more than 30 percent of their total annual allocation for providing treatment services in jail.
5. Services that can be provided using CJTA funds are:
 - a. Brief Intervention (any level, assessment not required);
 - b. Acute Withdrawal Management (ASAM Level 3.2WM);
 - c. Sub-Acute Withdrawal Management (ASAM Level 3.2WM)
 - d. Outpatient Treatment (ASAM Level 1);
 - e. Intensive Outpatient Treatment (ASAM Level 2.1);
 - f. Opiate Treatment Program (ASAM Level 1);
 - g. Case Management (ASAM Level 1.2);
 - h. Intensive Inpatient Residential Treatment (ASAM Level 3.5);
 - i. Long-term Care Residential Treatment (ASAM Level 3.3);
 - j. Recovery House Residential Treatment (ASAM Level 3.1);
 - k. Assessment (to include Assessments done while in jail);
 - l. Interim Services;

- m. Community Outreach;
- n. Involuntary Commitment Investigations and Treatment;
- o. Room and Board (Residential Treatment Only);
- p. Transportation
- q. Childcare Services;
- r. Urinalysis;
- s. Treatment in a jail may include:
 - i. Engaging individuals in SUD treatment;
 - ii. Referral to SUD services;
 - iii. Administration of Medications for the treatment of Opioid Use Disorder (MOUD) to include the following
 - a. Screening for medications for MOUD
 - b. Cost of medications for MOUD
 - c. Administration of medications for MOUD
 - iv. Coordinating care;
 - v. Continuity of care; and
 - vi. Transition planning.
- t. Employment services and job training;
- u. Relapse prevention
- v. Family/marriage education;
- w. Peer-to-peer services, mentoring and coaching;
- x. Self-help and support groups;
- y. Housing support services (rent and/or deposits);
- z. Life skills;
- aa. Spiritual and faith-based support;
- bb. Education; and
- cc. Parent education and child development.

6. The County CJTA Committee shall participate with SBHASO and with the local legislative authority for the county to facilitate the planning requirement as described in RCW 71.24.580(6).

7. MAT in Therapeutic Courts

Per RCW 71.24.580, "If a region or county uses criminal justice treatment account funds to support a therapeutic court, the therapeutic court must allow the use of all medications approved by the federal food and drug administration for the treatment of opioid use disorder as deemed medically appropriate for a participant by a medical professional. If appropriate medication-assisted treatment resources are not available or accessible within the jurisdiction, the Health Care Authority's designee for assistance must assist the court with acquiring the resource."

- a. The Contractor, under the provisions of this contractual agreement, will abide by the following guidelines related to CJTA and Therapeutic Courts:
 - i. The Contractor must have policy and procedures allowing Participants at any point in their course of treatment to seek FDA-approved medication for any substance use disorder and ensuring the agency will provide or facilitate the induction of any prescribed FDA approved medications for any substance use disorder.
 - ii. The Contractor must have policy and procedures in place ensuring they will not deny services to Enrollees who are prescribed any of the Federal Drug Administration (FDA) approved medications to treat all substance use disorders.
 - iii. The Contractor may not have policies and procedures in place that mandate titration of any prescribed FDA approved medications to treat any substance use disorder, as a condition of participants being admitted into the program, continuing in the program, or graduating from the program, with the understanding that decisions concerning medication adjustment are made solely between the participant and their prescribing provider.
 - iv. The Contractor must notify the SBHASO if it discovers that a CJTA funded Therapeutic program is practicing any of the following:
 - a) Requiring discontinuation, titration, or alteration of their medication regimen as a precluding factor in admittance into a Therapeutic Court program;
 - b) Requiring participants already in the program discontinue MOUD in order to be in compliance with program requirements;

- c) Requiring discontinuation, titration, or alteration of their MOUD medication regimen as a necessary component of meeting program requirements for graduation from a Therapeutic Court program.
- b. All decisions regarding an individual's amenability and appropriateness for MOUD will be made by the individual in concert with the Individuals medical professional.

8. CJTA Quarterly Progress Report

- a. The Contractor will submit a CJTA Quarterly Progress Report within thirty (30) calendar days of the state fiscal quarter end using the reporting template. CJTA Quarterly Progress Report must include the following program elements:
 - i. Number of Individuals served under CJTA funding for that time period;
 - ii. Barriers to providing services to the criminal justice population;
 - iii. Strategies to overcome the identified barriers;
 - iv. Training and technical assistance needs;
 - v. Success stories or narratives from Individuals receiving CJTA services; and
 - vi. If a therapeutic court provides CJTA funded services: the number of admissions of Individuals into the program who were either already on medications for opioid use disorder, referred to a prescriber of medications for opioid use disorder, or were provided information regarding medications for opioid use disorder.

ATTACHMENT C: BUDGET/RATE SHEET

Budget Summary			
Contractor: True Star Behavioral Health			
Contract No:	KC-486-20		
Contract Period:	01/01/21 - 12/31/23		
Expenditure	Previous	Changes this Contract	Current
Period 1: 01/01/21 - 12/31/21			
CJTA	\$35,061.00	\$0.00	\$35,061.00
SUD Youth Services and Supports (DMA)	\$6,850.00		\$6,850.00
Period 1 Budget Total	\$41,911.00	\$0.00	\$41,911.00
Period 2: 01/01/22 - 12/31/22			
CJTA	\$23,061.20	\$0.00	\$23,061.20
Period 2 Budget Total	\$23,061.20	\$0.00	\$23,061.20
Period 3: 01/01/23 - 12/31/23			
CJTA	\$0.00	\$29,217.66	\$29,217.66
Period 3 Budget Total	\$0.00	\$29,217.66	\$29,217.66
Contract Total	\$64,972.20	\$29,217.66	\$94,189.86

CERTIFICATE OF MEMBERSHIP IN THE WASHINGTON COUNTIES RISK POOL

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE JOINT SELF-INSURANCE LIABILITY COVERAGE AFFORDED BY THE WASHINGTON COUNTIES RISK POOL.

MEMBER COUNTY:

Clallam County, Washington
Attn: Tom Reyes, Risk Manager
223 East Fourth St, Suite 16
Port Angeles, WA 98362

Liability Coverage Afforded by the:

Washington Counties Risk Pool
2558 RW Johnson Rd SW, Suite 106
Tumwater, WA 98512-6103

Clallam County (the "County") is a member of the Washington Counties Risk Pool (the "Pool"), as authorized by RCW 48.62.031, and the County is covered by the Pool's Joint Self-Insurance Liability Program. The Pool's Joint Self-Insurance Liability Program was created by interlocal cooperative agreement amongst the Pool's member counties to share risks by "jointly, self-insuring" certain third-party liabilities. The Pool is NOT an insurance company. Claims that are covered under a Memorandum of Liability Coverage ("MLC") from the Pool and were submitted under Chapter 4.96 RCW ("Actions against political subdivisions, municipal and quasi-municipal corporations") against the County, its employees, officers, volunteers and agents and/or actions in connection with or incidental to the performance of an agreement/contract which the County and/or its officers, employees or volunteers are found to be liable for will be paid by the Pool and/or the County.

MLC NUMBER:**20222023RISKPOOL-CLCO****MLC EFFECTIVE DATE:**

10/1/2022

MLC EXPIRATION DATE:

10/1/2023

LIMITS OF LIABILITY EACH OCCURRENCE**BI AND PD COMBINED:**

\$10,000,000

TYPES OF LIABILITY**COVERAGE AFFORDED:****Including:****General Liability**

Bodily Injury
Personal Injury
Property Damage
Errors and Omissions/Professional
Advertising Injury

Automobile Liability**DESCRIPTION OF OPERATIONS/
LOCATION/VEHICLE**

Various contracts to provide services

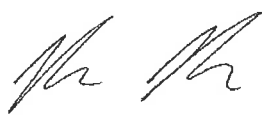
During the MLC Period 10/1/22 - 10/1/23

CANCELLATION

SHOULD THE ABOVE DESCRIBED MLC BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUER WILL ENDEAVOR TO PROVIDE THIRTY (30) DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION NOR LIABILITY OF ANY KIND UPON THE ISSUER OR ITS AGENTS OR REPRESENTATIVES.

CERTIFICATE HOLDER:

Salish Behavioral Health Administrative Services Organization
(SBHASO)
Kitsap County
614 Division ST, MS-23
Port Orchard, WA 98366

ISSUE DATE:**August 11th, 2022**
Bryden Barbee, Risk Analyst

Exclusions Search Results: Entities

No Results were found for

- True Star Behavioral Health Services

 **If no results are found, this individual or entity (if it is an entity search) is not currently excluded. Print this Web page for your documentation**

[Search Again](#)

Search conducted 12/27/2022 3:05:39 PM EST on OIG LEIE Exclusions database.

Source data updated on 12/9/2022 8:00:00 AM EST

[Return to Search](#)



3
FEB 06 2023

AGENDA ITEM SUMMARY

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

Department: Health and Human Services

WORK SESSION ☒ **Meeting Date: February 6, 2023**

REGULAR AGENDA ☒ **Meeting Date: February 14, 2023**

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

Item summary:

- | | | |
|---|--|--------------------------------------|
| ☐ Call for Hearing | ☒ Contract/Agreement/MOU - Contract # 11301-20-HCAMAC AMENDMENT #1 | |
| ☐ Resolution | ☐ Proclamation | ☐ Budget Item |
| ☐ Draft Ordinance | ☐ Final Ordinance | ☐ Other |

Documents exempt from public disclosure attached: ☐

Executive summary:

Attached is Washington State Health Care Authority Interagency Agreement for Medicaid Administrative Claiming Contract.

The purpose of this Contract is to support Medicaid related outreach and linkage activities performed by Local Health Jurisdictions (LHJ) to Washington State residents who live within its jurisdiction. These activities assist residents who have no or inadequate medical coverage, and includes explaining the benefits of the Medicaid program, assisting them in the Medicaid application and renewal processes, and linking them to Medicaid covered services. This Agreement provides a process for partially reimbursing the Contractor for allowable and reasonable expenses associated with the time its staff spend performing Medicaid Administrative Claiming (MAC) activities.

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

Recommended action: (Does the Board need to act? If so, what is the department's recommendation?)
Approve and move to regular BOCC meeting for final signatures.

County Official signature & print name:  KEVIN LoPiccolo

Name of Employee/Stakeholder attending meeting: Kevin LoPiccolo

Relevant Departments: Health and Human Services

Date submitted: February 1, 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)

11301-20-HCAM AC AMEND #1

	CONTRACT AMENDMENT	HCA Contract No.: K4641 Amendment No.: 01
THIS AMENDMENT TO THE CONTRACT is between the Washington State Health Care Authority and the party whose name appears below, and is effective as of the date set forth below.		
CONTRACTOR NAME Clallam County Health & Human Services	CONTRACTOR doing business as (DBA) <i>CLALLAM COUNTY HHS</i>	
CONTRACTOR ADDRESS 111 East 3 rd Street Port Angeles, WA 98362	WASHINGTON UNIFORM BUSINESS IDENTIFIER (UBI) <i>054-004-559</i>	

WHEREAS, HCA and Contractor previously entered into a Contract to support Medicaid related outreach and linkage activities performed by Local Health Jurisdictions to certain Washington State Residents, and;

WHEREAS, HCA and Contractor wish to amend the Contract pursuant to Section 7 to extend the term and add/remove language;

NOW THEREFORE, the parties agree the Contract is amended as follows:

1. Section 3, Period of Performance, is amended to read:

3. PERIOD OF PERFORMANCE

Subject to its other provisions, the period of performance of this Contract will commence on January 1, 2021, and be completed on December 31, 2025, unless terminated sooner or extended upon written agreement between the parties.

This Contract may be extended through December 31, 2026, at HCA's sole discretion. No change in terms and conditions will be permitted during these extensions unless specifically agreed to in writing.

2. Attachment 4, Federal Funding Accountability and Transparency Act Data Collection Form, is removed from the Contract.
3. Subsection 18.8 is removed from Section 18, Governance, and all remaining subsections within that Section are renumbered accordingly.
4. Section 26, Federal Funding Accountability & Transparency Act (FFATA), is removed from the Contract and all subsequent sections are renumbered accordingly.
5. This Amendment will be effective as of the last date of signature shown below ("Effective Date").
6. All capitalized terms not otherwise defined herein have the meaning ascribed to them in the Contract.

7. All other terms and conditions of the Contract remain unchanged and in full force and effect.

The parties signing below warrant that they have read and understand this Amendment and have authority to execute the Amendment. This Amendment will be binding on HCA only upon signature by both parties.

CONTRACTOR SIGNATURE	PRINTED NAME AND TITLE	DATE SIGNED
HCA SIGNATURE DocuSigned by: <i>Rachelle Amerine</i>	PRINTED NAME AND TITLE Rachelle Amerine Contracts Administrator	DATE SIGNED 11/21/2022

71E17FEBBC774E7...

4



AGENDA ITEM SUMMARY

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

FEB 06 2023

Department: HHS-Environmental Health

WORK SESSION ☒ Meeting Date: 02/06/2023

REGULAR AGENDA ☒ Meeting Date: 02/14/2023

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

Item summary:

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

Documents exempt from public disclosure attached: ☐

Executive summary:

The Amendment between Environmental Health (EH) and Washington State Department of Ecology is a time extension of the current Pollution, Identification, and Correction (PIC) program. The contract originally expired 11/30/2022 and this amendment extends the agreement through 06/30/2023.

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

Funds are in the 2023 budget.

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

Sign Amendment No. 1 with Ecology.

County Official signature & print name:  Kevin LoPiccolo

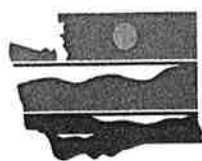
Name of Employee/Stakeholder attending meeting: Jen Garcelon

Relevant Departments: _____

Date submitted: 02/01/2023

* 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)

100511-20-DOEPIC
AMEND #1



DEPARTMENT OF
ECOLOGY
State of Washington

AMENDMENT NO. 1
TO AGREEMENT NO. WQC-2020-CICHHS-00011
BETWEEN
THE STATE OF WASHINGTON DEPARTMENT OF ECOLOGY
AND
Clallam County Health and Human Services

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

The purpose of this amendment is to extend the expiration date, amend the Scope of Work, and adjust the Budget due to setbacks related to staff turnover and higher than anticipated administrative costs. In addition, half of the property evaluations and on-the-ground surveys (Task 4) will not be completed which will result in a budget reduction from 240,000 to \$224,000.

The project is extended seven months from November 30, 2022, to June 30, 2023.

The following changes are made to the Scope of Work in Task 4:

- The RECIPIENT will complete a "high-level" analysis of approximately 200 properties within the Matriotti Creek and Bell Creek focus areas.
- The RECIPIENT will complete approximately 30 on-the-ground surveys of "high priority" properties located within the Matriotti Creek and Bell Creek focus areas.

The total amount de-obligated from this agreement is \$16,000 (\$12,000 in Ecology Share and \$4,000 in RECIPIENT Match). The budget is amended as follows.

- Task 1 - Grant and Loan administration is increased by \$11,800, from \$17,750 to \$29,370.
- Task 2 - Public Outreach and Education is reduced by \$17,800, from \$65,880 to \$48,080.
- Task 3 - Water Quality Monitoring and Analysis is increased by \$6,000 from \$92,470 to \$98,470.
- Task 4 - Technical Assistance, Correction, and Compliance is reduced by \$16,000 from \$64,080 to \$48,080.

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

Total Cost:

Original: 240,000.00 Amended: 224,000.00

Total Eligible Cost:

Original: 240,000.00 Amended: 224,000.00

Expiration Date:

Original: 11/30/2022 Amended: 06/30/2023

CHANGES TO THE BUDGET

Funding Distribution EG200142

Funding Title: Centennial Clean Water

Funding Type: Grant

Funding Effective Date: 12/01/2019

Funding Expiration Date: 06/30/2023

Funding Source:

Title: Centennial-SFY20

Fund: FD

Type: State

Funding Source %: 100%

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

Approved Indirect Costs Rate: Approved State Indirect: 30%

Recipient Match %: 25%

InKind Interlocal Allowed: Yes

InKind Other Allowed: Yes

Is this Funding Distribution used to match a federal grant? Yes

Centennial Clean Water	Task Total
Grant and Loan Administration	\$ 29,370.00
Public Outreach and Education	\$ 48,080.00
Water Quality Monitoring and Analysis	\$ 98,470.00
Technical Assistance, Correction, and Compliance	\$ 48,080.00

Total: \$ 224,000.00

CHANGES TO SCOPE OF WORK

Task Number: 1 Task Cost: \$29,370.00

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.

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	

CHANGES TO SCOPE OF WORK

Task Number: 2 Task Cost: \$48,080.00

Task Title: Public Outreach and Education

Task Description:

A. The RECIPIENT will coordinate efforts to address non-point source bacterial pollution within Clallam County's Clean Water District, a Shellfish Protection District, through adaptive management. The RECIPIENT will conduct quarterly meetings

and follow Clallam County's Pollution Identification & Correction Plan for the Sequim Bay-Dungeness Watershed in the Matriotti Creek and Bell Creek focus areas for intensive water quality sampling, pollution source investigation, and pollution control measures. The RECIPIENT will produce a map with defined boundaries of the project focus areas.

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

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

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

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

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

Task Goal Statement:

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

Task Expected Outcome:

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

Deliverables

Number	Description	Due Date
2.1	List of names and organizations participating in the Clean Water Work Group and quarterly meeting minutes. Upload to EAGL and notify ECOLOGY Project Manager upon completion.	

2.2	Map with defined boundaries of the focus areas. Upload to EAGL and notify ECOLOGY Project Manager upon completion.	
2.3	Copies of all outreach materials produced as a result of this agreement. Upload to EAGL and notify ECOLOGY Project Manager upon completion.	
2.4	Summary of each public meeting. Include date, location, number of participants and a brief description of the outcomes. Upload to EAGL and notify ECOLOGY Project Manager upon completion.	

CHANGES TO SCOPE OF WORK

Task Number: 3

Task Cost: \$98,470.00

Task Title: Water Quality Monitoring and Analysis

Task Description:

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

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

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

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

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

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

identified in this agreement or not approved by the ECOLOGY Project Manager prior to attendance will be ineligible for reimbursement.

Task Goal Statement:

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

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

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

Task Expected Outcome:

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

Deliverables

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

CHANGES TO SCOPE OF WORK

Task Number: 4

Task Cost: \$48,080.00

Task Title: Technical Assistance, Correction, and Compliance

Task Description:

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

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

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

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

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

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

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

Task Goal Statement:

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

Task Expected Outcome:

- Complete analyses on 100 high-level parcels in the project area.
- Complete 30 on-the-ground property surveys of high priority properties to identify sources of pollution and provide information of property management related to water quality.
- Pinpoint fecal coliform sources through the use of dye testing.
- Identify and correct failing OSS by providing homeowners with educational materials related to maintenance and care of OSS, financial assistance, licensed professionals for inspections, pumping and repairs.
- Refer continuing OSS problems to the Clallam County Environmental Health Onsite Program.

- Refer agricultural operations to the Clallam Conservation District.
- Refer neglected critical area ordinance to the Clallam County Department of Community Development.
- Continue to take corrective action on properties previously identified in other PIC focus areas.

Deliverables

Number	Description	Due Date
4.1	Parcel analysis results of approximately 200 properties. Upload to EAGL and notify ECOLOGY Project Manager upon completion.	
4.2	On-the-ground survey results (30) and documentation of corrections recommended. Upload to EAGL and notify ECOLOGY Project Manager upon completion.	
4.3	Information packet provided to homeowners with failing OSS (includes education about operation and maintenance, financial assistance, low-cost loan programs, and licensed professionals available). Upload to EAGL and notify ECOLOGY Project Manager upon completion.	
4.4	Documentation of OSS corrections completed. Include in the quarterly progress reports and upload complete list to EAGL.	
4.5	Documentation of properties referred to Clallam County Environmental Health and Onsite Program. Include in quarterly progress reports and upload complete list to EAGL.	
4.6	Documentation of properties referred to Clallam Conservation District for agricultural technical assistance. Include in the quarterly progress reports and upload complete list to EAGL.	
4.7	Documentation of properties referred to Clallam County Department of Community Development for assistance with critical area ordinance compliance. Include in the quarterly progress reports and upload complete list to EAGL.	

Funding Distribution Summary

Recipient / Ecology Share

Funding Distribution Name	Recipient Match %	Recipient Share	Ecology Share	Total
Centennial Clean Water	25 %	\$ 56,000.00	\$ 168,000.00	\$ 224,000.00
Total		\$ 56,000.00	\$ 168,000.00	\$ 224,000.00

SPECIAL TERMS AND CONDITIONS:

SECTION 1: DEFINITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(Centennial) Loan made pursuant to this loan agreement.

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

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

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

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

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

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

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

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

“Project” means the project described in this agreement.

“Project Completion Date” means the date specified in the agreement on which the Scope of Work will be fully completed.

This term is only used in loan agreements.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Documentation Options:

1. Deed of Right. The Deed of Right conveys to the people of the state of Washington the right to preserve, protect, and/or use the property for public purposes consistent with the fund source. RECIPIENTS shall use this document when acquiring real property rights that include the underlying land. This document may also be applicable for those easements where the RECIPIENT has acquired a perpetual easement for public purposes. The RECIPIENT must obtain ECOLOGY approval on the draft language prior to executing the deed of right.
2. Assignment of Rights. The Assignment of Rights document transfers certain rights such as access and enforcement to ECOLOGY. The RECIPIENT shall use this document when an easement or lease is being acquired for water quality and habitat conservation. The Assignment of Rights requires the signature of the underlying landowner and must be incorporated by reference in the easement document.
3. Easements and Leases. The RECIPIENT may incorporate required language from the Deed of Right or Assignment of Rights directly into the easement or lease document, thereby eliminating the requirement for a separate document. Language will depend on the situation; therefore, the RECIPIENT must obtain ECOLOGY approval on the draft language prior to executing the easement or lease.
- d. Real Property Acquisition and Relocation Assistance.

1. Federal Acquisition Policies. See Section 4 of this agreement for requirements specific to Section 319 and SRF funded projects.
2. State Acquisition Policies. When state funds are part of this agreement, the RECIPIENT agrees to comply with the terms and conditions of the Uniform Relocation Assistance and Real Property Acquisition Policy of the State of Washington, Chapter 8.26 RCW, and Chapter 468-100 WAC.
3. Housing and Relocation. In the event that housing and relocation costs, as required by federal law set out in subsection (1) above and/or state law set out in subsection (2) above, are involved in the execution of this project, the RECIPIENT agrees to provide any housing and relocation assistance required.

e. Hazardous Substances.

1. Certification. The RECIPIENT shall inspect, investigate, and conduct an environmental audit of the proposed acquisition site for the presence of hazardous substances, as defined in RCW 70.105D.020(10), and certify:
 - i. No hazardous substances were found on the site, or
 - ii. Any hazardous substances found have been treated and/or disposed of in compliance with applicable state and federal laws, and the site is deemed "clean."
2. Responsibility. Nothing in this provision alters the RECIPIENT's duties and liabilities regarding hazardous substances as set forth in RCW 70.105D.
3. Hold Harmless. The RECIPIENT will defend, protect and hold harmless ECOLOGY and any and all of its employees and/or agents, from and against any and all liability, cost (including but not limited to all costs of defense and attorneys' fees) and any and all loss of any nature from any and all claims or suits resulting from the presence of, or the release or threatened release of, hazardous substances on the property the RECIPIENT is acquiring.
- f. Restriction On Conversion Of Real Property And/Or Facilities To Other Uses
The RECIPIENT shall not at any time convert any real property (including any interest therein) or facility acquired, developed, maintained, renovated, and/or restored pursuant to this agreement to uses other than those purposes for which funds were approved without prior approval of ECOLOGY. For acquisition projects that are term limited, such as one involving a lease or a term-limited restoration, renovation or development project or easement, this restriction on conversion shall apply only for the length of the term, unless otherwise provided in written documents or required by applicable state or

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

F. Funding Recognition and Outreach: In addition to Section 2.F of these Terms and Conditions, the RECIPIENT agrees to comply with the EPA SRF Signage Guidance in order to enhance public awareness of EPA assistance agreements nationwide. The signage guidance can be found at:

<http://www.ecy.wa.gov/programs/wq/funding/FundPrgms/CWSRF/SignageGuidanceJune2015.pdf>.

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

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

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

(iii) the levy and collection of the taxes pledged to pay the principal of and interest on the loan (for general obligation-secured loans and general obligation payable from special-assessment-secured loans); or

(iv) in any manner questioning the proceedings and authority under which the agreement, the loan, or the project are authorized. Neither the corporate existence, or boundaries of the RECIPIENT nor the title of its present officers to their respective offices is being contested. No authority or proceeding for the execution of this agreement has been repealed, revoked, or rescinded.

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

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

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

J. Loan Repayment:

Sources of Loan Repayment

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

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

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

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

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

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

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

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

(i) The Loan Amount with interest

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

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

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

Method and Conditions on Repayments

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

Thereafter, equal payments shall be due every six months.

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

Payments shall be mailed to:

Department of Ecology
Cashiering Unit

P.O. Box 47611
Olympia WA 98504-7611

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

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

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

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

K. Loan Security

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

1. The facilities or property transferred are not material to the operation of the funded Utility, or have become unserviceable, inadequate, obsolete, or unfit to be used in the operation of the funded Utility or are no longer necessary, material, or useful to the operation of the funded Utility; or
2. The aggregate depreciated cost value of the facilities or property being transferred in any fiscal year comprises no more than three percent of the total assets of the funded Utility; or
3. The RECIPIENT receives from the transferee an amount equal to an amount which will be in the same proportion to the net amount of Senior Lien Obligations and this LOAN then outstanding (defined as the total amount outstanding less the amount of cash and investments in the bond and loan funds securing such debt) as the Gross Revenue of the funded Utility from the portion of the funded Utility sold or disposed of for the preceding year bears to the total Gross Revenue for that period.
4. Expressed written agreement by the ECOLOGY-.

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

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

The sewer use ordinance must include provisions to:

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

S. Termination and Default:

Termination and Default Events

1. For Insufficient ECOLOGY or RECIPIENT Funds. ECOLOGY may terminate this loan agreement for insufficient ECOLOGY or RECIPIENT funds.
2. For Failure to Commence Work. ECOLOGY may terminate this loan agreement for failure of the RECIPIENT to commence project work.

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

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

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

Termination and Default Remedies

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

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

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

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

Repayments not made immediately upon such acceleration will incur Late Charges.

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

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

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

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

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

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

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

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

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

AUTHORIZING SIGNATURES

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

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

This amendment will be effective 11/30/2022.

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

Washington State
Department of Ecology

Clallam County Health and Human Services

By: _____

Vincent McGowan, P.E.
Water Quality
Program Manager

Date

By: _____

Mark Ozias
Commissioner

Date

Template Approved to Form by
Attorney General's Office



5

AGENDA ITEM SUMMARY

FEB 06 2023

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

Department: BOCC

WORK SESSION ☒ **Meeting Date: 2-6-23**

REGULAR AGENDA ☒ **Meeting Date: 2-14-23**

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 |

Documents exempt from public disclosure attached: ☐

Executive summary:

A vacancy exists on the Clallam County Board of Health for the City Council Member expired term.

A notice of vacancy was issued to the press in January 2023 to solicit applications.

The City of Forks identified Jeff Gingell as the City Council Member representative to fulfill the expired term.

City of Port Angeles, City of Forks and City of Sequim unanimously support Jeff Gingell.

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

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

Approval of Resolution.

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

Name of Employee/Stakeholder attending meeting: Board of Commissioners, HHS

Relevant Departments: Board of Commissioners and HHS

Date submitted: 2-1-23

- * 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)

Board of Health Gingell 2-14-23
Revised: 3-04-2019

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



RESOLUTION _____, 2023

APPOINTING A MEMBER TO THE
CLALLAM COUNTY BOARD OF HEALTH

THE BOARD OF CLALLAM COUNTY COMMISSIONERS finds as follows:

1. A vacancy exists on the Clallam County Board of Health for the City Council Member expired term.
2. A notice of vacancy was issued to the press in January 2023 to solicit applications.
3. The City of Forks identified Jeff Gingell as the City Council Member representative to fulfill the expired term.
4. City of Port Angeles, City of Forks and City of Sequim unanimously support Jeff Gingell.

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

1. **Jeff Gingell** is appointed as the City Council Member representative for a term ending December 31, 2025.

PASSED AND ADOPTED this 14th day of February 2023

BOARD OF CLALLAM COUNTY COMMISSIONERS

Mark Ozias, Chair

Randy Johnson

ATTEST:

Loni Gores, CMC, Clerk of the Board

Mike French

C: A22.176
Appointee
HHS



6

AGENDA ITEM SUMMARY

FEB 06 2023

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

Department: BOCC

WORK SESSION ☒ **Meeting Date: 2-6-23**

REGULAR AGENDA ☒ **Meeting Date: 2-14-23**

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 – Letter of Support |

Documents exempt from public disclosure attached: ☐

Executive summary:

Letter of support for Feiro Marine Life Center for the building of the new Marine Discovery Center.

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?)
Requesting approval of a letter of support.

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

Name of Employee/Stakeholder attending meeting: Board of Commissioners, Damie Rodriguez
– Feiro Marine Life Center Capital Campaign Coordinator

Relevant Departments: Board of Commissioners

Date submitted: 2-1-23

* 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

February 14, 2023

Board of Directors
Feiro Marine Life Center
PO Box 625
Port Angeles, WA 98362

Directors,

Please accept this letter of support for the Marine Discovery Center project, a public/private collaboration between Feiro Marine Life Center and NOAA's Olympic Coast National Marine Sanctuary. Both Feiro and the Sanctuary have a long history in the community (since 1981 and 1994, respectively) of science education and fostering ocean stewardship.

The Marine Discovery Center (working title) will be a joint education and visitor center located on the Port Angeles Waterfront Center campus. Inspired by the waters that unite us, this new facility will also be a new point of confluence – drawing people together in community with each other and the natural environment that connects us all, from Port Angeles and the outer coast to our neighbors across the waters. The new center will increase educational capacity on the Olympic Peninsula for marine science education, drive regional economic development and tourism, and provide much needed new public exhibits for the Feiro Marine Life Center and Olympic Coast National Marine Sanctuary, as well as galvanize the community to participate in marine stewardship. Conceptual design and feasibility studies are complete, suggesting a conservative visitation of over 75,000 people annually, in a 13,000 sq ft facility.

We are proud to be Community Champions for the Marine Discovery Center and are excited for this new amenity for our region to take shape on the waterfront.

Sincerely,
BOARD OF CLALLAM COUNTY COMMISSIONERS

Mark Ozias, Chair

Randy Johnson

Mike French



Water Connects Us All Community Champions

Thank you for your willingness to help us energize and develop strong community support to fund and construct the Marine Discovery Center (MDC) on the Port Angeles Waterfront. The MDC will increase educational capacity on the Olympic Peninsula for marine science education, drive regional economic development and tourism, and provide much needed new public exhibits for the Feiro Marine Life Center and Olympic Coast National Marine Sanctuary.

What does it mean to be a Community Champion?

- Your primary role will be to advocate on the project's behalf and share information about the progress of our project. To help keep your family, friends, neighbors, and colleagues informed, you will receive monthly email updates.
- You will be first to be notified and invited to any public campaign events.
- You will be listed as a Community Champion in information distributed by the MDC regarding our project.

What can I do to help?

Ideally, we would like all Community Champions to write a letter of support that we will be able to use in our grant writing and government funding applications. We have sample letters available as a starting point.

Other ways to help include, but are not limited to:

- With our support, speak at (or set us up to speak to) your service club or group.
- Host an event or house party.
- Assist with invitations and thank yous via phone or email.
- Lead a tour based on your expertise.

Yes! I agree with the above description of my role as a Community Champion.

Name: (Please Print) _____ Signature: _____

Email Address: _____ Phone Number: _____

Descriptor: How do you prefer to be identified? (business owner/profession; affiliation; pronouns; etc.)

Thank you again for being a part of our team! We look forward to working with you.



AGENDA ITEM SUMMARY

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

7
FEB 06 2023

Department: BOCC

WORK SESSION ☒ Meeting Date: 2-6-23

REGULAR AGENDA ☒ Meeting Date: 2-14-23

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 – Letter of Support |

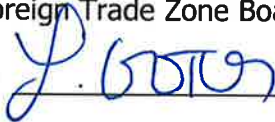
Executive summary:

Caleb McMahon – Port of Port Angeles has requested a letter of support for the Foreign Trade Zone Board for inclusion within the service area of the Port of Port Angeles Foreign-Trade Zone.

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

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

Request approval of a letter of support for Foreign Trade Zone Board.

County Official signature & print name:  Loni Gores, Clerk

Name of Employee/Stakeholder attending meeting: Board of Commissioners, Caleb McMahon
– Port of Port Angeles

Relevant Departments: Board of Commissioners

Date submitted: 2-1-23

* 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



February 14, 2023

Foreign Trade Zone Board
U.S. Department of Commerce
1401 Constitutional Ave., NW, Room 21013
Washington, DC 20230

Dear Foreign Trade Zone Board:

The purpose of this letter is to document the support of Clallam County Board of Commissioners for inclusion within the Service Area of the Port of Port Angeles, Washington Foreign-Trade Zone. We understand that this means that the grantee, the Port of Port Angeles, will be able to apply to the Foreign-Trade Zones Board for authority to serve sites located within this county based on businesses' trade-related needs. We also note that the zone will be made available on a uniform basis to companies within this county, in a manner consistent with the legal requirement that each FTZ be operated as a public utility.

The FTZ designation can provide our community with customs duty savings and logistical benefits. As such, access to FTZ benefits would be an important tool in economic development efforts. If the FTZ Board approves the Port of Port Angeles application, we will be able to bring FTZ designation to our community.



Sincerely,

BOARD OF CLALLAM COUNTY COMMISSIONERS

Mark Ozias, Chair

Randy Johnson

Mike French



AGENDA ITEM SUMMARY

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

FEB 06 2023
@
10am

Department: BOCC

WORK SESSION ☒ Meeting Date: 2-6-23@ 10 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 - update |

Documents exempt from public disclosure attached: ☐

Executive summary:

Olympic National Park Update:

The Olympic National Park is a vital resource and asset for residents of, and visitors to, Clallam County. The Board of Commissioners has invited ONP manager Sula Jacobs for updates, information-sharing and conversation.

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

None

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

The Board of Commissioners has invited ONP manager Sula Jacobs for updates, information-sharing and conversation.

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

Name of Employee/Stakeholder attending meeting: Board of Commissioners and Olympic National Park

Relevant Departments: Board of Commissioners

Date submitted: 2-1-23

* 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

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

9
FEB 06 2023
@ 1030am

Department: BOCC

WORK SESSION ☒ Meeting Date: 2-6-23@ 10:30 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 - update |

Documents exempt from public disclosure attached: ☐

Executive summary:

Olympic National Forest Update:

The Olympic National Forest is a vital resource and asset for residents of, and visitors to, Clallam County - both as a source of outdoor recreation, and as a source of revenue including serving as a substantial component of the county's annual PILT (Payment In Lieu of Taxes) revenue.

To better foster communication, the Board of Commissioners has invited ONF managers for updates, information-sharing and conversation.

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?)

To better foster communication, the Board of Commissioners has invited ONF managers for updates, information-sharing and conversation.

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

Name of Employee/Stakeholder attending meeting: Board of Commissioners and Olympic National Forest

Relevant Departments: Board of Commissioners

Date submitted: 2-1-23

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

Department: Parks, Fair, & Facilities

WORK SESSION ☒ **Meeting Date:** 2.6.2023

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 are attached: ☐

Executive summary: *Discussion of the importance and status of the VAV Capital Project*

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

None

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

Continue to fund project according to the capital plan consistently.

County Official signature & print name:  Don Crawford, Director

Name of Employee/Stakeholder attending meeting:

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

Date submitted: 2. 1.2023



Parks, Fair, & Facilities Department
223 East Fourth Street, Suite 7
Port Angeles, WA 98362-3000

12/1/23
OK
1.31.2023

Variable Air Volume System (VAV)

EXECUTIVE SUMMARY

January 31, 2023

Overview -

The Courthouse Variable Air Volume System (VAV) is a critical component of the facility's building automation system. VAVs regulate airflow from the facility air handler based on the requirements of local demand (*individual offices and/or office suites*).

Benefits of the VAV-

- Precise temperature control for specific offices and suites.
- Reduced compressor wear associated with accommodating complex personnel preferences.
- Lower energy consumption related to the ability to provide variable air flows.
- Additional passive dehumidification.

The Problem-

The entire building automation system is 50 years old. Components such as VAVs have exceeded their planned obsolescence. The VAV components are failing more rapidly than their planned replacement. Further delay will lead to increased costs and the potential for catastrophic failure.

Specific Challenges

- An ever-increasing percentage of the facility is without automation (*the ability to control the temperature of specific offices and suites*).
- VAV inoperability is accelerating the undue wear on other aged automation systems and contributing to increased energy consumption.

The Solution-

Facility-wide VAV replacement at or exceeding the established capital budget timeline.

Why?

- Timely replacing the building VAV components reduces the likelihood of catastrophic failure of the aged building automation system at a higher cost than just replacing the VAVs.
- Consistent funding of the VAV replacement project will allow and improve the ability to effectively provide facility occupants with environmental control.

FEB 06 2023



AGENDA ITEM SUMMARY

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

Department: BOCC

WORK SESSION ☒ **Meeting Date:** 2/6/23

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 – Update only |

Documents exempt from public disclosure attached: ☐

Executive summary:

Legislative Session Update:

The purpose of this discussion will be to regularly review Clallam County's priorities, projects and programs that require support from the Washington State Legislature and to plan and coordinate our individual and collective outreach efforts. We envision this to be a standing weekly agenda item throughout the term of this current Legislative session.

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

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

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: 1/24/23

* 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)



12

AGENDA ITEM SUMMARY

FEB 06 2023

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

Department: Finance, Human Resources

WORK SESSION ☒ **Meeting Date:** **2/6/2023**

REGULAR AGENDA ☒ **Meeting Date:** **2/13/2023**

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

Item summary:

- | | | |
|---|--|--|
| ☐ Call for Hearing | ☒ Contract/Agreement/MOU - Contract # 831.23.002 | |
| ☐ Resolution | ☐ Proclamation | ☐ Budget Item |
| ☐ Draft Ordinance | ☐ Final Ordinance | ☒ Other Monthly Review |

Documents exempt from public disclosure attached: ☐

PERSONAL SERVICES AGREEMENT WITH CLALLAM PUBLIC DEFENDER FOR PROVISION OF INDIGENT PUBLIC DEFENSE SERVICES

Attached for discussion and approval is the proposed services agreement with Clallam Public Defender ("CPD") for provision of indigent public defense services for the 18-month period January 1, 2023 through June 30, 2024. The term of the agreement was set to coincide with the scheduled termination date of the Deputy Prosecuting Attorney collective bargaining agreement, to provide the County the ability to be more timely in addressing and aligning compensation changes negotiated within both contracts.

This proposed contract calls for total compensation to be paid to CPD of \$1,770,992 in calendar year 2023 and \$919,292.50 for the six month period January 1, 2024 through June 30, 2024. These represent year-over-year increases of 10.33% in 2023 and 3.82% in 2024 (when annualized). These increases are consistent with the approximate 7.5% increase in overall compensation resulting from the DPA collective bargaining agreement entered into in July 2022, plus the 2.5% COLAs provided for in the CBA effective January 1, 2023 and again on January 1, 2024.

In determining proposed compensation levels for CPD in this contract based on the number of attorneys required to service the caseloads within Superior Court and our two district courts, the following assumptions were utilized:

- For purposes of determining the number of CPD attorneys required to service district court caseloads based on standards set in WA State Bar Association's "Standards for Indigent Defense Services", the agreement reflects an assumed caseload for district court cases of 1,200, a reduction from the 1,600 previously set in the prior agreement and reflective of the actual caseloads observed during the term of the prior agreement. Based on an assumed 400

* Work Session Meeting - Submit 1 single sided/not stapled copy
02062023

Agenda Item Summary --Clallam Public Defender Renewal 2023

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

Revised: 3-04-2019

caseload limit per attorney, this equates to 3 supervised attorneys needed to support district court cases. The agreement provides for additional compensation of \$300 per case up to an additional 100 cases if the 1,200 case load is exceeded.

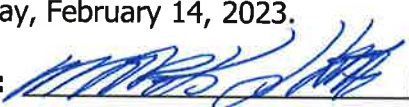
- Superior court and juvenile court caseloads call for attorney staffing levels of 4.5 supervised attorneys, with a provision to allow one such attorney to be designated as a senior supervised attorney (similar provision provided for in the DPA CBA).
- Agreement makes for provision for administrative staff needs to support the attorney staff size, including legal assistants (based on a ratio of 4 attorneys per legal assistant standard), up to one office manager, and a combined chief public defender deputy/supervisor role.
- Provision included to cover CPD's overhead costs of \$150,000 in 2023, with a 2.5% escalator to be applied in 2024.
- Investigative fees compensation was increased to \$40,000 (previously \$30k) with 2.5% escalator applied in 2024).
- Once adopted, this agreement will be retroactively applied to January 1, 2023 and will require a true-up of monies paid to CPD thus far in 2023 to reflect terms of this agreement.

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

Approval of this contract will require a debatable emergency in the amount \$45,354 (a 2.6% increase) over the 2023 budgeted appropriation for this contract which was based on an estimate pending negotiation of a new CPD contract.

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

We request the Commissioner's approval to proceed in submitting this agreement for approval during the next BOCC meeting scheduled on Tuesday, February 14, 2023.

County Official signature & print name:  Mark Lane _____

Name of Employee/Stakeholder attending meeting: _____ Mark Lane, Tom Reyes _____

Relevant Departments: _____ Finance, BOCC, HR _____

Date submitted:

February 1, 2023

PERSONAL SERVICES AGREEMENT

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

Name: Clallam Public Defender
 Address: 516 East Front Street
 Port Angeles, WA 98362
 Telephone: 360.452.3307
 (hereinafter called "Contractor").

This Agreement is comprised of:

- ☒ Attachment "A" – Scope of Work.
- ☒ Attachment "B" – Compensation.
- ☒ Attachment "C" – General Conditions.
- ☒ Attachment "D" – Special Terms and Conditions.

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

The term of this Agreement shall commence on the first day of January 2023 and shall, unless terminated as provided elsewhere in the Agreement, terminate on the thirtieth day of June 2024.

IN WITNESS WHEREOF, the parties have executed this Agreement on the _____ day of _____, 2023.

CLALLAM PUBLIC DEFENDER


 Harry D. Gasnick, Director

Date: 2/1, 2023

BOARD OF CLALLAM COUNTY COMMISSIONERS

 Mark Ozias, Chair

ATTEST:

 Loni Gores, Clerk of the Board

SCOPE OF WORK

The Clallam Public Defender shall provide primary (non-conflict) criminal defense and related services for indigent criminal defendants and certain other persons facing commitment or incarceration in Clallam County. Among those matters that are not included within the scope of this contract are: capital cases, sexually violent predator proceedings under RCW 71.09 et. seq., family court contempt proceedings, truancy proceedings, and dependency proceedings.

The Contractor's obligation to provide services under this Agreement shall be limited to cases or matters in which the Judge or Commissioner of the Court having jurisdiction over the case or matter makes a specific determination of indigence, based on a fair study of need, and appoints Contractor to the case or matter by Court order. Contractor shall also provide services for mental health and substance addiction Involuntary Treatment Alternatives (commitment) proceedings upon designation as counsel by the initiating authority/designated mental health professional.

The Contractor has the right, for good cause shown and with the Court's permission, to decline to represent, or discontinue representing any individual, who by his request, action, conduct or financial ability, waives the right to the assistance of counsel at public expense, or under other circumstances which the court finds to constitute just cause for declination or withdrawal by the Contractor from such representation.

In the event of conflict of interest arising and precluding Contractor from representing a client, and upon a finding by the Court having jurisdiction over the case or matter that such conflict exists and precludes Contractor from representing the defendant, and the Court designates another attorney to represent the client, it shall be at the expense and under the supervision of the Court.

The Contractor will continue active representation and will complete cases which were assigned in the calendar years covered by the term of this contract faithfully and with due diligence; and, further, in the event that the Contractor is not awarded the full contract for the following calendar year(s), or the contract is terminated hereunder, Contractor shall then be compensated at an hourly rate of \$10 less than the hourly rate paid by the court to "conflict attorneys" for those defense services that are not renewed or otherwise terminated for which Contractor had been assigned prior to termination. For those cases that were in warrant status at the time of the expiration of the current contract or go to warrant status during this "winding down" period of the contract, the Contractor shall be permitted to withdraw from such cases in the event there is continuous warrant status for ninety (90) or more days. In the event that work is necessary on carry-over cases and defender is not awarded the contract, Contractor will be responsible for keeping a record of time worked after the term of this contract on cases for the County and must submit a monthly, itemized statement of hours worked in support of payment to the Board of Clallam County Commissioners.

Nothing in this agreement shall be construed to impair or inhibit the exercise of independent professional judgment when an attorney-client relationship has been established, nor shall this Agreement require or authorize any attorney to engage in conduct prohibited by the Rules of Professional Conduct.

The Contractor will also provide in a manner and quality consistent with the Rules of Professional Conduct applicable to attorneys in Washington State the following legal representation:

- Representation of indigent persons who are the subject of a judicial proceeding in which the indigent person may be subject to an Order of Quarantine (or a similar form of relief) as a result of or caused by the corona virus, commonly known as COVID-19. This may include an indigent person a) infected with COVID-19 or b) residing in the same household as a person infected with COVID-19; and

- Matters in Superior Court related to *Blake v. State* may be handled by Contractor's attorneys who are regularly assigned to District Court. Each Blake-related matter handled by a District Court attorney will be counted to the District Court caseload as 1.36 of a District Court case.

None of Contractor's attorneys may engage in the private practice of law except that part-time attorneys may engage in the private practice of law with the written consent of the Public Defender Board (the term "private practice" in this section does not include pro bono nor personal/family legal matters). In the discretion of the Director, Contractor may also provide post-conviction assistance to former clients and assist accused persons in obtaining court appointed counsel, including the Contractor, to represent them in matters otherwise within the scope of this contract.

The Contractor shall be responsible for investigative services up to forty thousand dollars (\$40,000) for calendar year 2023, and twenty thousand five hundred dollars (\$20,500) for the period January 1, 2024 through June 30, 2024.

This contract is based upon the need for Contractor to staff up to 4.5 supervised attorney caseloads for adult Superior Court and Juvenile Court (of which, up to one attorney may be designated as a senior supervised attorney), and sufficient attorneys to staff up to one thousand one hundred (1,100) case appointments for District Court 1 and one hundred (100) case appointments for District Court 2. The Contractor reserves the right to re-direct its attorney resources designated in support of Superior Court, District Courts 1 & 2, and juvenile court cases as needed to address caseload demands within each court. Additionally, the Director shall personally staff up to 0.25 of an assigned attorney caseload. Contractor shall provide sufficient administrative staff, including legal assistants and up to 1 office manager, to support appointed counsel. All attorneys providing services under this contract shall annually attend at least 7 hours of training approved by the Washington State Office of Public Defense (OPD).

Attorney Qualifications: Contractor acknowledges and agrees that the County has an obligation to provide competent counsel to indigent persons subject to proceedings in Clallam County District, Superior, and Juvenile Courts. Contractor, and Contractor's attorney's shall perform all services in strict accordance with the usual skills and professional ethical standards exercised by attorneys engaged in the defense of persons accused of misdemeanor and/or felony crimes in the state of Washington and generally exercised by the members of the Washington State Bar Association (WSBA) and as governed by Washington State Court Rules – Rules of Professional Standards. Without limitation in that regard, Contractor acknowledges and agrees, that contractor, and Contractor's attorneys, have a fundamental duty and responsibility to promote and protect the best interests and rights of all persons whom the Contractor, or Contractor's attorneys, are appointed to represent under this Agreement. Further, Contractor agrees to notify the County in writing within three (3) business days in any event where the Contractor, or Contractor's attorneys, license to practice law in Washington is revoked, or is found by a court of competent jurisdiction to have rendered ineffective assistance of counsel to any person, or attorney is censured, admonished, or otherwise formally disciplined for conduct or behavior that negatively reflects on Attorney's duty and ability to effectively and competently render legal services, or in the event Attorney is suspended or disbarred from practice of law in any other state or jurisdiction.

COMPENSATION

Based upon anticipated caseloads specified in this agreement, payment from County to Contractor for the 2023 calendar year shall be \$1,770,992. Payment from County to Contractor for the six month period beginning January 1, 2024 and ending June 30, 2024 shall total \$919,292.50. Payments are to be made on a quarterly basis, with each payment in the 2023 calendar year equal to one-quarter (1/4) of the total amount as herein stated for such period, and each payment in the six month period ended June 30, 2024 equal to one-half (1/2) of the total amount as herein stated for such period. Payments will be made by the 14th day of the start of each quarter during the term of this agreement. This amount includes all of the grant monies from RCW 10.101.050, .060, and .070, received by the county.

Contractor shall be responsible for all recordkeeping and reporting requirements under RCW 10.101.050, .060, and .070, and shall provide contemporaneous copies to the County. Services provided by the Contractor that fall under RCW 72.72 et seq., may be billed separately by the Contractor to the State of Washington.

This Agreement may be reviewed periodically and renegotiated as necessary by either party with respect to caseload. In the event that as of September 30, 2023, Contractor's annual adult Superior Court assignments/appointments exceed the Washington Defender Association caseload standards, or are predicted to be less than 80 percent of those standards, or are otherwise out of compliance with Washington State Supreme Court Rules CrR 3.1, CrRJ 3.1, and JuCR 9.2 (including case weighting standards adopted by county ordinance as authorized by those rules) as they read now or are modified hereafter, the contract shall be renegotiated unless the parties waive the rights of renegotiations, in which case Contractor has the option of providing representation in such excess appointments and to be compensated at a reasonable rate established by the Court in each case or matter. Contractor shall provide written notice to County within two business days of determining that the annual court assignments/appointments exceed or are predicted to exceed the Washington Defender Association caseload standards based on the previously stated minimum staffing requirement.

In the event District Court 1 and District Court 2 case assignments in total exceed one thousand two hundred (1,200) cases for the year, Contractor shall accept up to one hundred (100) additional case assignments at an additional rate of \$300.00 per case. In the event that as of September 30, of each year of this contract, Contractor's annual District Court 1 and District Court 2 assignments/appointments in total exceed 1,300 cases, or are predicted to be less than 900 cases, the contract shall be renegotiated unless the parties waive the rights of renegotiations, in which case Contractor has the option of providing representation in such excess appointments and to be compensated at a reasonable rate established by the Court in each case or matter. Contractor shall provide written notice to County within two business days of determining that the annual court assignments/appointments exceed or are predicted to exceed the Washington Defender Association caseload standards based on the previously stated minimum staffing requirement.

In the event of appointment involving a gravely serious offense, including but not limited to aggravated murder, especially complex litigation, or an unusually large number of charges, victims or defendants, as from a massive drug arrest, any of which might necessitate a disproportionately large expenditure of attorney time or costs, not contemplated within this Agreement, then Contractor reserves the right to first attempt to renegotiate the Agreement with the Board of Clallam County Commissioners, to be handled on an emergency basis, and then, in the event such negotiation is unsuccessful, to request that the Court appoint special counsel at Court expense and administration.

Compensation herein shall cover, but not be limited to salaries, office rent, supplies & other office-related overhead costs, investigative fees up to \$40,000.00 in calendar year 2023 and \$20,500.00 for the six month period ended June 30, 2024, travel, training, library, telephones, etc.

GENERAL CONDITIONS

1. Scope of Contractor's Services. The Contractor agrees to provide to the County services and any materials set forth in the project narrative identified as Exhibit "A" during the agreement period. No material, labor, or facilities will be furnished by the County, unless otherwise provided for in the Agreement.
2. Accounting and Payment for Contractor Services. Payment to the Contractor for services rendered under this Agreement shall be as set forth in Exhibit "B."
Where required, the County shall, upon receipt of appropriate documentation, compensate the Contractor, no more often than monthly, through the county voucher system for the Contractor's service pursuant to the fee schedule set forth in Exhibit "B."
3. Delegation and Subcontracting. Contractor's services are deemed personal and no portion of this contract may be delegated or subcontracted to any other individual, firm, or entity to the express and prior written approval of the County which approval will not be unreasonably withheld.
4. Independent Contractor. The Contractor's services shall be furnished by the Contractor as an independent contractor and nothing herein contained shall be construed to create a relationship of employer/employee or master/servant, but all payments made hereunder and all services performed shall be made and performed pursuant to this Agreement by the Contractor as an independent contractor.

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

Contractor will defend, indemnify, and hold harmless the County, its officers, agents or employees from any loss or expense, including but not limited to settlements, judgments, setoffs, attorneys' fees or costs incurred by reason of claims or demands because of breach of the provisions of this paragraph.

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

$$\frac{\text{Total amount to be reimbursed}}{\text{Number of payments remaining}} = \text{Deduction from payment}$$

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

5. No Guarantee of Employment. The performance of all or part of this contract by the Contractor shall not operate to vest any employment rights whatsoever and shall not be deemed to guarantee any employment of the Contractor or any employee of the Contractor or any subcontractor or any employee of any subcontractor by the County at the present time or in the future.
6. Regulations and Requirement. This Agreement shall be subject to all federal, state, and local laws, rules, and regulations.
7. Right to Review. This contract is subject to review by any federal or state auditor. The County shall have the right to review and monitor the financial and service components of this program by whatever means are deemed expedient. Such review may occur with or without notice, and may include, but is not limited to, on-site inspection by County agents or employees, inspection of all records or other materials which the County deems pertinent to the Agreement and its performance, and any and all communications with or evaluations by service recipients under this Agreement. The Contractor shall preserve and maintain all financial records and records relating to the performance of work under this Agreement for three (3) years after contract termination, and shall make them available for such review, within Clallam County, State of Washington, upon request, during reasonable business hours.
8. Modifications. Either party may request changes in the Agreement. Any and all agreed modifications shall be in writing, signed by each of the parties.
9. Termination for Default. If the Contractor defaults by failing to perform any of the obligations of the contract or becomes insolvent or is declared bankrupt or makes an assignment for the benefit of creditors, the County may, by depositing written notice to the Contractor in the U.S. Mail, postage prepaid, terminate the contract, and at the County's option, obtain performance of the work elsewhere. If the contract is terminated for default, the Contractor shall not be entitled to receive any further payments under the contract until all work called for has been fully performed. Any extra cost or damage to the County resulting from such default(s) shall be deducted from any money due or coming due to the Contractor. The Contractor shall bear any extra expenses incurred by the County in completing the work, including all increased costs for completing the work and all damage sustained, or which may be sustained by the County by reason of such default.

If a notice of termination for default has been issued and it is later determined for any reason that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to the Termination for Public Convenience paragraph hereof, subject to the right of Contractor to be compensated for all work performed.
10. Termination for Public Convenience. The County may terminate the contract in whole or in part whenever the County determines, in its sole discretion that such termination is in the interests of the County but may only do so upon not less than 180 days' notice to the Contractor in writing. Such notice may not be given prior to September 1, 2023. Whenever the contract is terminated in accordance with this paragraph, the Contractor shall be entitled to payment for actual work performed at unit contract prices for completed items of work. An equitable adjustment in the contract price for partially completed items of work will be made, but such adjustment shall not include provision for loss of anticipated profit on deleted or uncompleted work. Termination of this contract by the County at any time during the term, whether for default or convenience, shall not constitute a breach of contract by the County.

11. Termination Due to Insufficient Funds. The parties acknowledge that during the term of this Agreement there may be amendments to the "Interlocal Agreements Regarding Criminal Justice," agreements also referred to as the "Consolidation Agreement(s)." Those future amendments may decrease the revenue coming to the County to compensate the County for the costs it incurs undertaking the prosecution and indigent defense of misdemeanor charges pursuant to the Consolidation Agreement. Should one or more of the cities that is a party to a Consolidation Agreement decide to exit that Agreement and instead choose to be solely responsible for all costs associated with the prosecution and indigent defense of misdemeanors occurring within its boundaries, then the County may terminate this agreement after providing 180 days' notice in writing to the Contractor. Such notice may not be given until after September 1, 2023.
12. Termination Procedure. The following provisions apply in the event that this Agreement is terminated:
 - (a) The Contractor shall cease to accept new court assignments as of the effective date of the termination and shall comply with all reasonable instructions contained in the notice of termination, if any.
 - (b) The Contractor shall provide the County with an accounting of authorized services provided through the effective date of termination.
 - (c) If the Agreement has been terminated for default, the County may withhold a sum from the final payment to the Contractor that the County determines necessary to protect itself against loss or liability.
13. Defense and Indemnity Agreement. The Contractor agrees to defend, indemnify and save harmless the County, its appointed and elected officers and employees, from and against all loss or expense, including but not limited to judgments, settlements, attorneys' fees and costs by reason of any and all claims and demands upon the County, its elected or appointed officials or employees for damages because of personal or bodily injury, including death at any time resulting therefrom, sustained by any person or persons and on account of damage to property including loss of use thereof, whether such injury to persons or damage to property is due to the negligence of the Contractor, his/her subcontractors, its successor or assigns, or its or their agent, servants, or employees, the County, its appointed or elected officers, employees or their agents, except only such injury or damage as shall have been occasioned by the sole negligence of the County, its appointed or elected officials or employees. It is further provided that no liability shall attach to the County by reason of entering into this contract, except as expressly provided herein.
14. Industrial Insurance Waiver. With respect to the performance of this Agreement and as to claims against the County, its appointed and elected officers, agents and employees, the Contractor expressly waives its immunity under Title 51 of the Revised Code of Washington, the Industrial Insurance Act, as now or hereafter amended, for injuries to its employees and agrees that the obligations to indemnify, defend and hold harmless provided in this Agreement extend to any claim brought by or on behalf of any employee of the Contractor. This waiver is mutually negotiated by the parties to this Agreement.
15. Venue and Choice of Law. In the event that any litigation should arise concerning the construction or interpretation of any of the terms of this Agreement, the venue of such action shall be in the courts of the State of Washington in and for the County of Clallam. This Agreement shall be governed by the law of the State of Washington.
16. Withholding Payment. In the event the County determines that the Contractor has failed to perform any obligation under this Agreement within the times set forth in this Agreement, then the County may withhold from amounts otherwise due and payable to Contractor the amount determined by the County as necessary to cure the default, until the County determines that such failure to perform has been cured. Withholding under this clause shall not be deemed a breach entitling Contractor to termination or damages, provided that the County promptly gives notice in writing to the Contractor of the nature of the default or failure to perform, and in no case more than ten (10) days after it determines to withhold amounts otherwise due. A determination by the County set forth in a notice

to the Contractor of the action required and/or the amount required to cure any alleged failure to perform shall be deemed conclusive, except to the extent that the Contractor acts within the times and in strict accord with the provision of the Disputes clause of this Agreement. The County may act in accordance with any determination of the County which has become conclusive under this clause, without prejudice to any other remedy under the Agreement, to take all or any of the following actions: (1) cure any failure or default, (2) to pay any amount so required to be paid and to charge the same to the account of the Contractor, (3) to set off any amount of paid or incurred from amounts due or to become due the Contractor. In the event the Contractor obtains relief upon a claim under the disputes clause, no penalty or damages shall accrue to the Contractor by reason of good faith withholding by the County under this clause.

17. Rights and Remedies. The duties and obligations imposed by this Agreement and the rights and remedies available hereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law.
18. Contractor Commitments, Warranties and Representations. Any written commitment received from the Contractor concerning this Agreement shall be binding upon the Contractor, unless otherwise specifically provided herein with reference to this paragraph. Failure of the Contractor to fulfill such a commitment shall render the Contractor liable for damages to the County. A commitment includes, but is not limited to any representation made prior to execution of this Agreement, whether or not incorporated elsewhere herein by reference, as to performance of services or equipment, prices, or options for future acquisition to remain in effect for a fixed period, or warranties
19. Patent/Copyright Infringement. Contractor will defend, indemnify and save harmless County, its appointed and elected officers and employees from any claimed action, cause or demand brought against the County, its appointed and elected officers and employees, to the extent such action is based on the claim that information supplied by the Contractor infringes any patent or copyright. The Contractor will pay those costs and damages attributable to any such claims that are finally awarded against the County, its appointed and elected officers and employees in any action. Such defense and payments are conditioned upon the following:
 - (a) That Contractor shall be notified promptly in writing by County of any notice of such claim.
 - (b) Contractor shall have the right, hereunder, at its option and expense, to obtain for the County the right to continue using the information, in the event such claim of infringement, is made, provided no reduction in performance or loss results to the County.
20. Disputes:
 - (a) General. Differences between the Contractor and the County, arising under and by virtue of the contract documents shall be brought to the attention of the County at the earliest possible time in order that such matters may be settled or other appropriate action promptly taken. The records, orders, rulings, instructions, and decision of the County shall be final and conclusive 30-days from the date of mailing unless the Contractor mails or otherwise furnishes to the county administrator a written notice of appeal. The notice of appeal shall include facts, law, and argument as to why the conclusions of the County are in error.

In connection with appeal of any proceeding under this clause, the Contractor shall have the opportunity to be heard and to offer evidence in support of the appeal. The decision of the county administrator for the determination of such appeals shall be final and conclusive. Reviews of the appellate determination shall be brought in the Superior Court of Clallam County within 15-days of mailing of the written appellate determination. Pending final decision of the dispute, the Contractor shall proceed diligently with the performance of this Agreement and in accordance with the decision rendered.
 - (b) Notice of Potential Claims. The Contractor shall not be entitled to additional compensation or to extension of time for (1) any act or failure to act by the Project Manager or the County, or

(2) the happening of any event or occurrence, unless the Contractor has given the County a written Notice of Potential Claim within 10-days of the commencement of the act, failure, or event giving rise to the claim, and before final payment by the County. The written Notice of Potential Claim shall set forth the reasons for which the Contractor believes additional compensation or extension of time is due, the nature of the cost involved, and insofar as possible, the amount of the potential claim. Contractor shall keep full and complete daily records of the work performed, labor and material used, and all costs and additional time claimed to be additional.

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

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

Interest shall accrue at the rate of 12 percent per annum from the time the County demands repayment of funds.

22. Project Approval. The extent and character of all work and services to be performed under this Agreement by the Contractor shall be subject to the review and approval of the County. In the event there is a dispute with regard to the extent and character of the work to be done, the determination of the County as to the extent and character of the work to be done shall govern subject to the Contractor's right to appeal that decision as provided herein.
23. Non-Discrimination. The Contractor shall not discriminate against any person on the basis of race, creed, political ideology, color, national origin, sex, marital status, sexual orientation, age, or the presence of any sensory, mental, or physical handicap.
24. Subcontractors. In the event that the Contractor employs the use of any subcontractors, the contract between the Contractor and the subcontractor shall provide that the subcontractor is bound by the terms of this Agreement between the County and the Contractor. The Contractor shall insure that in all subcontracts entered into, Clallam County is named as an express third-party beneficiary of such contracts with full rights as such.
25. Standard of Care. The Contractor shall perform its duties hereunder in a manner consistent with the degree of care and skill ordinarily exercised by members of the same profession as Contractor currently practicing under similar circumstances. The Contractor shall, without additional compensation, correct those services not meeting such a standard.
26. Time is of the Essence. Time is of the essence in the performance of this contract unless a more specific time period is set forth in either the Special Terms and Conditions or Scope of Work.
27. Notice. Except as set forth elsewhere in the Agreement, for all purposes under this Agreement, except service of process, any notices shall be given in writing by the Contractor to the County as follows:

Clallam County
Attn: Mark Lane, Chief Financial Officer
223 E 4th St, Suite 4

Port Angeles, WA 98362-3015

Notice to the Contractor for all purposes under this Agreement shall be given to the person executing the Agreement on behalf of the Contractor at the address identified on the signature page.

28. Severability. If any term or condition of this contract or the application thereof to any person(s) or circumstances is held invalid, such invalidity shall not affect other terms, conditions, or applications which can be given effect without the invalid term, condition or application. To this end, the terms and conditions of this contract are declared severable.
29. 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 statutes and regulations;
 - (b) Scope of Work (Attachment "A") and Compensation (Attachment "B");
 - (c) Special Terms and Conditions (Attachment "D"); and
 - (d) General Conditions.
30. Waiver. Waiver of any breach or condition of this contract shall not be deemed a waiver of any prior to subsequent breach. No term or condition of this contract shall be held to be waived, modified, or deleted except by an instrument, in writing, signed by the parties hereto.
31. Attorney Fees. In the event that litigation must be brought to enforce the terms of this agreement, the prevailing party shall be entitled to be paid reasonable attorney fees.
32. Construction. This agreement has been mutually reviewed and negotiated by the parties and should be given fair and reasonable interpretation and should not be construed less favorably against either party.
33. Survival. The provision of Paragraphs 4, 7, 11, 13-19, 21 and 29-33 of these General Conditions shall survive any termination, expiration or determination of invalidity of this Agreement in whole or in part. Any paragraphs of this Agreement which, by their sense and context, are intended to survive shall also survive.
34. Entire Agreement. This written contract represents the entire Agreement between the parties and supersedes any prior statements, discussions or understandings between the parties except as provided herein.

SPECIAL TERMS AND CONDITIONS

- 1. Reporting. The Contractor shall submit written progress reports to the County as set forth below:
 - With each request for payment
 - ☐ Monthly
 - ☒ Quarterly
 - ☐ Semi-annually
 - ☒ Annually
 - ☐ Project completion
 - ☐ Other(specify)

— A copy of such written progress reports shall be provided to the County Administrator, County Chief Financial Officer, and the Administrators of the Superior Court, District Court 1 and District Court 2 within 30 days after the applicable reporting period.

The written Quarterly and Annual Reports shall include, at a minimum, the following:

- a) Number of cases handled by offices;
- b) Jurisdiction and court of cases prosecuted, e.g., city, state, county, tribal; District Court, Juvenile Court, Superior Court. In addition, for Superior Court and Juvenile Court, Case Weighting data shall be provided, to include current case status (open or closed).
- c) Nature of cases, e.g., misdemeanors, gross misdemeanors, felonies, juvenile, appeals, probation violations;
- d) Supplementary reports consistent with OPD Public Defense Improvement Program Training Requirements and Contract Attorney Time Reporting Requirement

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

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

- ☐ COMPREHENSIVE GENERAL LIABILITY:
 - Bodily injury, including death. \$ _____ per occurrence
 - Property damage \$ _____ per occurrence
- ☒ ERRORS AND OMISSIONS: \$ 1,000,000 per occurrence
- ☐ WORKERS COMPENSATION: Statutory amount

☐ AUTOMOBILE: coverage on owned, non-owned, rented, and hired vehicles
\$ _____ bodily injury, liability, including death, per occurrence
\$ _____ property damage liability, per occurrence

Any such insurance carried by the Contractor is primary over any insurance carried by Clallam County. The County shall have no obligation to report occurrences unless a claim or lawsuit is filed with it and the County has no obligation to pay any insurance premiums.

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

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

☐ 4. Other (specify):