



WORK SESSION AGENDA

BOARD OF CLALLAM COUNTY COMMISSIONERS

223 East 4th Street Room 160

Port Angeles, Washington

Monday, January 30, 2023 – 8:00 a.m.

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

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

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

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

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

Modification

Modification to remove item 2 

Administration – 9 a.m.

1. Calendar/Correspondence
2. Agreement with Clallam-Jefferson Pro Bono Lawyers for Family Court Facilitator services
Agreement 
3. Agreement with Olympic Peninsula Community Clinic for Clallam Respite Care Pilot Project
Agreement 
4. Agreement with University of Washington for Community Drug Checking Network
Agreement 
5. Agreement amendment 10 with Department of Health for Injury & Violence Prevention, NEP PIC NTA Program, Immunization COVID, and WIC Nutrition Program
Agreement amendment 10 
6. Agreement with Department of Commerce for STOP Violence Against Women Formula Grant Program
Agreement 

7. Sublease Agreement with City of Port Angeles shared storage facility

Sublease Agreement 

8. Agreement with State Military Department for Hazardous Material Emergency Preparedness Grant

Agreement 

9. Clallam County jail space discussion

Discussion 

Public Works

10. Carlsborg Water Supply Project update

Update 

Community Development

11. Review of draft Ordinance to amend Clallam County Code Chapter 33.57 Signs

Review 

Board of Commissioners

12. Letter of support for legislation related to manufactured mobile home parks

Letter of support 

Budget

13. Agreement with Clallam Conservation District for conservation planning and implementation

Agreement 

14. Agreement amendment 1 with Port Angeles Baseball to extend 2022 Hotel/Motel Tax Funding request

Agreement amendment 1 

15. Agreement amendment 1 with CBG Communications for franchise renewal (2i)*

Agreement amendment 1 

16. American Rescue Plan Act update

Update 

Continued Work Session - 12:30 p.m.

17. Community Health Assessment

Document 

General Discussion/Items for Future Agendas

- A. Olympic National Forest update (February 6)
- B. Olympic National Park update (February 6)
- C. Department of Natural Resources Meeting (March 20 at 1 p.m.)
- D. Marine Resources Committee project update (March 27)
- E. Joint Meeting with Port of Port Angeles (April 24 at 11 a.m. at Port)

EXECUTIVE SESSION

The Board may recess into Executive Session to consider employment or dismissal of personnel, to review the performance of a public employee, to consult with legal counsel, to consider the position to be taken in collective bargaining, to consider acquisition or sale of real estate, or other matters per RCW 42.30.110

- Other items may be added at the discretion of the Board and additional Work Sessions may be scheduled if more time is needed to allow for adequate discussion.
- Written testimony presented by members of the public during the Board meeting is considered a public document and must be submitted to the Clerk of the Board.
- Copies of public documents from Board meetings are available by contacting the Public Records Department.

MEMORANDUM

LONI GORES
Clerk of the Board

January 30, 2023



TO: Board of Commissioners, Administrator Sill

RE: Agenda Modification(s)

FILE: A14.09.18

- The following item is removed on the January 30 work session agenda:

ADMINISTRATION

2 Agreement with Clallam-Jefferson Pro Bono Lawyers for Family Court Facilitator services

2



AGENDA ITEM SUMMARY

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

JAN 30 2023

Department: Superior Court

WORK SESSION ☒ Meeting Date: 1/30/23

REGULAR AGENDA ☒ Meeting Date: 2/07/23

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

Item summary:

- | | | |
|---|---|--------------------------------------|
| ☐ Call for Hearing | ☒ Contract/Agreement/MOU - Contract #861.23.002 | |
| ☐ Resolution | ☐ Proclamation | ☐ Budget Item |
| ☐ Draft Ordinance | ☐ Final Ordinance | ☐ Other |

Documents exempt from public disclosure attached: ☐

Executive summary:

Superior Court has entered into a contract agreement with Clallam-Jefferson County Pro Bono Lawyers, a non-profit corporation, on 1/24/23 to provide professional services in support of a Family Court Facilitator to help provide services for pro se litigants involved in family law and guardianship cases.

The agreement entered into by the parties is for a period of twelve (12) months (January 1, 2023 through December 31, 2023) and will renew for a successive twelve (12) month term unless terminated or not renewed by either party with at least sixty (60) days advance written notice to the other party. Pro Bono Lawyers will provide Court Facilitator services at a dedicated office located at the courthouse and provided by Superior Court. Superior Court will pay a monthly fee of \$3,750 by the 5th of each month directly to Clallam-Jefferson Pro Bono Lawyers for a total amount of \$45,000 per year.

The Court Facilitator position is a valuable and much needed service helping families through the process of navigating the court system. We ask that you approve this contract 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?** ☐

This request was presented to the County as part of the 2023 Budget for Superior Court and approved as a professional service in the amount of \$45,000 under Superior Court BARS number 00100.861.51221.41.0020.

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

Please approve this contract agreement on behalf of Superior Court.

* 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)

County Official signature & print name: 

Name of Employee/Stakeholder attending meeting: Jacey Halberg

Relevant Departments: Superior Court

Date submitted: 1/25/23

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

**CLALLAM COUNTY SUPERIOR COURT & CLALLAM-JEFFERSON COUNTY PRO BONO
LAWYERS**

Family Law Court Facilitator Services Agreement

(861.23.002)

THIS FAMILY LAW COURT FACILITATOR SERVICES AGREEMENT (this “**Agreement**”), dated as of this 2^Y day of January 2023 but effective January 1, 2023 (the “**Effective Date**”), is made and entered into between Clallam County Superior Court (the “**COUNTY**”), and Clallam-Jefferson County Pro Bono Lawyers, a Washington non-profit corporation (the “**CONTRACTOR**”). COUNTY and CONTRACTOR may each also be referred to herein individually as a “**Party**” and collectively as the “**Parties.**”

RECITALS

CONTRACTOR is a non-profit corporation that provides various legal aid related services, resources and assistance to low income individuals residing in Jefferson County and Clallam County, Washington including family court facilitator services pursuant to RCW 26.12.240 and RCW 11.88.170, and specifically basic courthouse facilitator services to pro se litigants in family law and guardianship cases (the “**Services**”); and

COUNTY adjudicates family law and guardianship cases in its courts and desires to contract with the CONTRACTOR to ensure the delivery of the Services that are further defined herein; and

CONTRACTOR desires to provide the Services as stated herein, based upon the terms and conditions stated herein.

NOW, THEREFORE, in consideration of the foregoing premises, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, COUNTY and CONTRACTOR hereby covenant, stipulate, and agree as follows:

AGREEMENT

1. **Recitals.** The recitals set forth above are incorporated herein by this reference as though fully set forth.
2. **Scope of Agreement.** COUNTY hereby engages CONTRACTOR and authorizes CONTRACTOR to provide the Services as set forth herein and in Exhibit A. CONTRACTOR hereby accepts such engagement and agrees to perform the Services, through one of its facilitator employees, for pro se litigants participating in family law and guardianship cases in Clallam County Superior Court. CONTRACTOR shall, through its facilitator employee (the “**Facilitator**”) cause the Services to be performed in a professional manner using reasonable skill, care, and diligence. CONTRACTOR and its Facilitator shall not be required to provide any services other than those stated herein and in Exhibit A, which is attached and incorporated by reference. CONTRACTOR and COUNTY may mutually agree to add or amend the scope of the Services, but COUNTY understands that any changes to the scope of the Services will result in an increase in the Compensation.

- 2.1. **Contingency.** This Agreement and the start date for the Initial Term shall be contingent on the timely retention by CONTRACTOR of a Facilitator employee.
3. **Contractor Compensation.** In return for CONTRACTOR providing the Services, the COUNTY shall pay CONTRACTOR the following fees (collectively the “**Compensation**”).
 - 3.1. **Monthly Fee.** In return for CONTRACTOR providing the Services, COUNTY will pay CONTRACTOR Compensation in the amount of Three Thousand Seven Hundred Fifty and No/100 Dollars only (\$3,750.00) per month.
 - 3.2. **Payment Timing.** COUNTY will pay CONTRACTOR the Compensation on or before the fifth (5th) day of each month for the Services provided that month. The Parties agree that the timing of payment is intended to ensure that CONTRACTOR receives the Compensation in a manner that allows it to pay its Facilitator as their compensation is due.
 - 3.3. **Office Space.** COUNTY will provide CONTRACTOR’S Facilitator with dedicated office space at the Clallam County Superior Court courthouse during the Term from which to provide the Services, at no additional cost to the CONTRACTOR
4. **Term.** This Agreement shall commence on the Effective Date and, unless earlier terminated pursuant to the provisions of Section 5, shall be in effect for a period of twelve (12) months (the “**Initial Term**”). Unless terminated pursuant to Section 5 or not renewed by either Party with at least sixty (60) days advance written notice to the other Party, this Agreement will renew for successive twelve (12) month terms (each a “**Renewal Term**” and along with the Initial Term, referred to collectively as the “**Term**”). In the event of termination, the provisions of this Agreement which by their terms or their nature are intended to survive termination shall survive.
5. **Termination.**
 - 5.1. **Lack of Facilitator.** Either party may terminate this Agreement upon ten (10) days written notice if CONTRACTOR is unable to retain a Facilitator employee as required under the Agreement to provide the Services.
 - 5.2. **Funding.** Either Party may terminate this Agreement upon thirty (30) days written notice if COUNTY no longer is able to pay for the Services due to the loss of its grant that is funding this Agreement and the Services provided herein.
 - 5.3. **For Convenience.** Either party may terminate this Agreement for any reason upon (30) days written notice to the other party.
 - 5.4. **For Cause.** Either Party may terminate this Agreement for cause with twenty (20) days written notice to the Breaching Party.
 - 5.5. For purposes of this Agreement, the term “**Cause**” shall mean the occurrence of any one or more of the following:
 - 5.5.1. A material breach by a Party (“**Breaching Party**”) of this Agreement, which the Breaching Party has not cured within twenty (20) days following the Breaching Party’s receipt of written notice from the non-Breaching Party stating the particular action(s) or inaction(s) that constitute such breach.

6. **Effect of Termination.** Upon expiration or termination of this Agreement: neither Party shall have any other obligations to the other Party except as stated herein, including payment of all Compensation owed through the effective date of termination.
7. **Independent Contractor.** In performing the Services under this Agreement, CONTRACTOR shall operate as, and have the status of, an independent contractor and shall not act as agent or be an agent of COUNTY. CONTRACTOR shall be solely responsible for determining the means and methods of performing the Services and shall have complete charge and responsibility for CONTRACTOR's personnel engaged in the performance of the Services, provided that the CONTRACTOR and Facilitator shall be required to abide by (i) GR 27 as it relates to Courthouse facilitators, (ii) COUNTY rules and regulations, generally, and (iii) all local, state, and federal laws, regulations, and statutes. CONTRACTOR and its Facilitator will maintain the proper permits and licenses to legally perform its obligations under this Agreement, and such permits and licenses shall be maintained at CONTRACTOR's sole expense during the term of the Agreement. CONTRACTOR shall be solely responsible for all FICA (Social Security and Medicare taxes) federal, state, department of revenue, and municipal taxes related to Compensation received for the Services performed under this Agreement.
8. **Warranty.** CONTRACTOR warrants that it and its Facilitator shall provide the Services in a competent and professional manner, consistent with reasonable industry standards.
9. **Indemnification.** COUNTY agrees to indemnify and hold harmless CONTRACTOR and CONTRACTOR's Facilitator, shareholders, directors, officers and employees from any losses or expenses incurred due to (i) COUNTY's breach and failure to timely cure any obligation in this Agreement; and (ii) any losses incurred due to the sole negligence, fraud, bad faith or willful misconduct of COUNTY's employees. CONTRACTOR agrees to indemnify and hold harmless the COUNTY and COUNTY's directors, officers, administrators, managers, employees, and contractors from any losses or expenses incurred due to (i) CONTRACTOR's breach and failure to timely cure any obligation in this Agreement; and (ii) any legal action by any third party that relates to Facilitator's negligence, fraud, bad faith or willful misconduct in providing the Services.
 - 9.1. Upon the occurrence of an event giving rise to any indemnification obligation hereunder, the Party seeking indemnification ("**Indemnified Party**") shall promptly notify the other Party ("**Indemnifying Party**") and provide them with copies of any documents reflecting the claim for which such indemnification is sought. The Indemnified Party shall cooperate with Indemnifying Party in the defense of any claim on the condition the Indemnifying Party shall reimburse the Indemnified Party for any out-of-pocket costs and expenses incurred in connection therewith. Indemnifying Party, in its sole discretion, shall be entitled to settle, compromise, discharge or otherwise completely contest any claim or occurrence for which indemnification hereunder is sought, provided that the terms of any settlement, compromise or discharge do not impose any additional liability or potential liability on the Indemnified Party. If Indemnifying Party fails to do so, the Indemnified Party is entitled to engage such attorneys and other persons to defend against the claim, as it may choose. The Indemnifying Party shall pay the reasonable charges and expenses of such attorneys and other persons on a current basis within thirty (30) days of submission of invoices or bills.

10. **Default Remedies.** In the event of a default of a Party's obligations under this Agreement, the non-breaching party may avail itself of any or all the following remedies against the breaching party.

10.1. The non-breaching party may terminate this Agreement and pursue legal action against the breaching party. In the event of such legal action, the non-breaching party may recover from the breaching party, any and all damages caused by the breaching party's default. Recoverable damages will also include reasonable attorney fees. A breaching party's liability to non-breaching party for damages under this Agreement will survive termination of this Agreement; and

10.2. A non-breaching party's remedies hereunder are cumulative and are in addition to any other remedy available to that party under applicable law, in equity, or otherwise. Except as may be prohibited by applicable law, all of non-breaching party's rights and remedies may be exercised singularly or concurrently. A non-breaching party's election to pursue any remedy will not exclude any other remedy, and an election to make expenditures or to take action to perform any obligation of the breaching party will not affect the non-breaching party's right to declare a default of this Agreement and to exercise available rights and remedies.

11. **Dispute Resolution.**

11.1. **Mediation.** In the event of any dispute or claim arising out of, in connection with, or related to this Agreement, the Parties shall first meet and confer in good faith to fairly and equitably resolve the dispute. Such meeting shall occur within seven (7) days of the date of notice implementing this dispute resolution process.

11.2. **Arbitration.** Should the Parties be unable to resolve any such dispute through such mediation, they agree that binding arbitration shall be the exclusive remedy for any such claim or dispute. Any arbitration shall be conducted through and under the Clallam County Superior Court's LMAR rules in Port Angeles, Washington. Advance costs of the arbitration shall be divided equally between the Parties. Judgment on the arbitration award may be entered by any court of competent jurisdiction.

12. **Insurance.** CONTRACTOR will insure the Facilitator under its professional liability insurance policy and will name the COUNTY as an additional insured, during the term of this Agreement, at its expense. CONTRACTOR shall procure and maintain for the duration of this Agreement, professional liability insurance with limits no less than \$1,000,000 per claim and \$1,000,000 policy aggregate limit.

13. **Miscellaneous.**

13.1. **Governing Law.** This Agreement shall be governed by the laws of the state of Washington, without regard for its conflicts of law provisions. The parties hereby consent to the exclusive jurisdiction of, and venue in, the Clallam County Superior Court, Port Angeles, Washington.

13.2. **Attorney Fees.** In the event of any dispute arising in connection with this Agreement, the substantially prevailing party shall be entitled to recover its reasonable attorney fees and court costs from the substantially non-prevailing party, in addition to any other relief granted by a court of competent jurisdiction.

- 13.3. **Construction.** This Agreement and any instrument referred to herein or executed and delivered in connection herewith, will not be construed against any party as the principal draftsman hereof or thereof.
- 13.4. **Assignment.** Neither this Agreement nor any rights under this Agreement may be assigned or otherwise transferred by either Party, in whole or in part, whether voluntarily or by operation of law, without the prior written consent of the other Party. This Agreement shall be binding upon and will inure to the benefit of the Parties and their respective successors and assigns. Any assignment in violation of this Section 13.5 shall be null and void.
- 13.5. **Notices.** All notices and other communications under this Agreement shall be in writing and shall be deemed duly given when (i) delivered by either Party under this Agreement by electronic mail, (ii) personally delivered, one day after sent by a reputable national overnight courier service to the address set forth below, or (iii) three (3) days after mailing if sent by registered or certified mail, return receipt requested, first class, postage prepaid to the address sent below:

If to COUNTY:

Brent Basden
Attn: Judicial Officer Commissioner
223 E. 4th Street, Ste. 8
Port Angeles, WA 98362
Email: Lacey.Halberg@clallamcountywa.gov

If to CONTRACTOR:

Attn: Shauna Rogers McClain
Clallam-Jefferson County Pro Bono Lawyers
PO Box 901
Port Angeles, WA 98362
Email: probonolawyers@gmail.com

Each Party may change its foregoing notice addresses at any time by notice given in accordance with this Section 13.6.

- 13.6. **No Third-Party Beneficiary.** This Agreement is intended for the benefit of, and shall be enforceable by, the Parties hereto, their respective permitted successors and assigns, and not by any third parties.
- 13.7. **Severability.** If any provision of this Agreement or the application of said provision to any person or circumstances shall be invalid or unenforceable to any extent, the remainder of this Agreement and the application of such provisions to other persons or circumstances shall not be affected due to such invalidity and shall be enforceable to the greatest extent permitted by law.
- 13.8. **Burden; Benefit.** This Agreement shall be binding upon, and shall inure to the benefit of, the Parties to the Agreement and their successors and permitted assigns.
- 13.9. **Entire Agreement.** This Agreement, together with Exhibit A, is the entire and integrated agreement and understanding of the Parties in respect of the subject matter hereof and supersedes all prior understandings, agreements, or representations by or among the Parties, written or oral, to the extent they relate in any way to the subject matter hereof. The section

headings contained in this Agreement are inserted for convenience only and will not affect in any way the meaning or interpretation of this Agreement.

- 13.10. **Force Majeure.** Neither Party hereto shall be considered in default in the performance of its obligations hereunder to the extent that performance of any such obligation is prevented or delayed by any cause, existing or future, which is beyond the reasonable control of such Party, and which by that Party's exercise of due diligence and foresight could not reasonably have been avoided. Examples of *force majeure* include but are not limited to acts of God, civil riot, acts of war, or global pandemic including but not limited to COVID-19 and related variants. Upon removal of such cause, the Party affected shall resume its performance as soon as reasonably possible.
- 13.11. **Amendment; Extension; Waiver.** No amendment, modification, waiver, replacement, termination, or cancellation of any provision of this Agreement will be valid, unless the same is in writing and signed by the Parties. Each waiver of a right under this Agreement does not extend beyond the specific event or circumstance giving rise to the right. No waiver by any Party of any default, misrepresentation or breach of warranty or covenant under this Agreement, whether intentional or not, may be deemed to extend to any prior or subsequent default, misrepresentation or breach of warranty or covenant under this Agreement or affect in any way any rights arising because of any prior or subsequent such occurrence. Neither the failure nor any delay on the part of any Party to exercise any right or remedy under this Agreement will operate as a waiver thereof, nor does any single or partial exercise of any right or remedy preclude any other or further exercise of the same or of any other right or remedy.
- 13.12. **Counterparts.** This Agreement may be executed in counterparts, and each such counterpart shall be deemed to be an original instrument, but all such counterparts together shall constitute but one agreement. This Agreement may be executed and delivered in counterpart signature pages executed and delivered via facsimile, e-mail or otherwise, and any such counterpart executed and delivered via facsimile, e-mail or otherwise shall be deemed an original for all intents and purposes. Further, a signature page that contains a Party's signature and is sent by the Party or its agent by fax or email in a portable document format (PDF) with the intention (as reasonably evidenced by the actions of the Party or its agent) that it constitutes their execution and delivery of this Agreement will have the same effect as if the Party had executed and delivered an original.

[Signatures on the Following Page]

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date first written above.

CLALLAM-JEFFERSON COUNTY
PRO BONO LAWYERS

Shama Rogers McClain

By: Shama Rogers McClain

Its: Executive Director

CLALLAM COUNTY

Brent Baden

By: Brandon Mack Brent Baden

Its: Judicial Officer ~~County Commissioner~~

County Official

Date:

Approved as to form:

Bert D. Boughton

Bert D. Boughton
Deputy Prosecuting Attorney

Exhibit A
Scope of Facilitator Services

Contractor, through the Facilitator shall provide the following services to Pro Se Litigants under the Agreement:

1. Assist pro se litigants to identify, obtain and complete a variety of forms and applications including but not limited to dissolution of marriage, paternity, custody, visitation, and spousal support, financial information, restraining orders, and Title 11 Adult Guardianship.
2. Assist in the preparation and development of forms and court document packets
3. Assist in preparation of legal documents/orders that conform to the Commissioner's/Judge's rulings.
4. Assist the public in calendaring hearings before the court.
5. Interview parties to obtain information necessary for the completion of a variety of legal forms.
6. Establishes and maintains effective working relationships with outside agencies; provides referrals to appropriate legal resources.
7. Reviews reports, court orders, and related document.
8. Research case history.
9. Implement methods and programs to improve and streamline the flow of case-type caseloads.
10. Inform Pro Se Litigants of procedures and court rules in Family Law and Adult Guardianship cases.
11. Travel once a month to the West End (Forks) to provide court facilitation services for residents.
12. Attend the Family Court Ex Parte court calendar on a daily basis and Friday motion calendars as support for judicial officers and to provide information to Pro Se litigants.
13. Screen incoming calls, mail, personal visits, problems, and other relevant matters, evaluating the relative importance of each. Independently answer routine matters and refer others to appropriate persons
14. Prepare periodic reports that document case processing indicators: collect, maintain and prepare quarterly and yearly summaries of the court's activities and measurable outcomes on case types impacted. Maintains follow-up system on reports or actions required on a periodic basis.



AGENDA ITEM SUMMARY

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

JAN 30 2023

Department: Health and Human Services

WORK SESSION ☒ **Meeting Date:** January 30, 2023

REGULAR AGENDA ☒ **Meeting Date:** February 7, 2023

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

Item summary:

- | | | |
|---|---|--------------------------------------|
| ☐ Call for Hearing | ☒ Contract/Agreement/MOU – 11301-APRA-22-OPCC | |
| ☐ Resolution | ☐ Proclamation | ☐ Budget Item |
| ☐ Draft Ordinance | ☐ Final Ordinance | ☐ Other |

Documents exempt from public disclosure attached: ☐

Executive summary:

Clallam County Health & Human Services (CCHHS) is contracting with Olympic Peninsula Community Clinic (OPCC) to provide staffing and services to develop and support the two-year Clallam Respite Care Pilot Project utilizing American Rescue Plan Act (ARPA) funding. The goal of Respite Care is to provide our neighbors who are living unhoused with a respite from the hardships of living in public and shared housing, or a break from the harsh elements of the cold and heat of living outdoors, when they are sick or injured.

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? ☐

ARPA - \$460,180.00

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

Please approve and sign.

County Official signature & print name:  KEVIN LoPiccolo

Name of Employee/Stakeholder attending meeting: Jenny Oppelt and Kevin LoPiccolo

Relevant Departments: Health and Human Services

Date submitted: January 25, 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)



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: Olympic Peninsula Community Clinic

Address: 819 Georgiana St.
Port Angeles, WA 98362

Phone N°: 360-461-1614

(hereinafter called "Contractor").

This Agreement is comprised of:

- ☒ Attachment A - Scope of Work
- ☒ Attachment B – Compensation
- ☒ Attachment C - General Conditions
- ☒ Attachment D - Special Terms and Conditions
- ☐ Attachment E (specify) –

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 1st day of October 2022 and shall, unless terminated as provided elsewhere in the Agreement, terminate on the 30th day of September 2024.

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

CONTRACTOR

A handwritten signature in blue ink, appearing to read "T. Scott Brandon", written over a horizontal line.

Olympic Peninsula Community Clinic

BOARD OF CLALLAM COUNTY COMMISSIONERS

Mark Ozias, Chair

Print name: T. Scott Brandon

Title: Executive Director

Date: _____, 2023

ATTEST:

Loni Gores, Clerk of the Board

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

Originals: BOCC
Vendor
Initiating Department
Copies: 5

SCOPE OF WORK

Clallam County Health & Human Services (CCHHS) is contracting with Olympic Peninsula Community Clinic (OPCC) to provide staffing and services to develop and support the Clallam Respite Care Pilot Project. The Clallam Respite Care Pilot Project will establish a baseline of care for people living in Clallam County who are homeless and in need of a safe, secure, shelter to recover from illness or injury.

OPCC will hire, supervise, and manage two staff to develop and implement the Clallam Respite Care pilot project. Clallam Respite Care Pilot Project staff will be trained in and follow the Trauma Informed Care approach.

Clallam Respite Care will be housed in the Serenity House of Clallam County Shelter. Serenity House of Clallam County and OPCC will coordinate a lease/ agreement for the utilization of space for this project. The Program assessment and quality improvement will be supported and driven by the Clallam Respite Care Planning Team comprised of leadership from Clallam County HHS, OPCC, Serenity House, North Olympic Health Network (NOHN), and Olympic Medical Center (OMC).

Allowable costs include:

- Salaries: including but not limited to Respite Care Supervisor and Respite Care Coordinator
- Benefits: including but not limited to Respite Care Supervisor and Respite Care Coordinator
- Program Supervision: including but not limited to contractor agency leadership related to the Respite Program, community engagement, executive outreach, and program supervisory support
- Indirect: based on 10% of salaries
- Space: including but not limited to rental cost of physical space occupied by the Respite Care Program for October 1, 2023 – September 30, 2024
- Services: including but not limited to transportation, mileage, and media subscriptions
- Equipment/Technology: including but not limited to medication lockers, hot spot, cell phones-line cost, and TVs
- Supplies: including but not limited to office supplies, wound care supplies, assessment supplies, and medication dispensing supplies
- Client Supports: tangible and intangible goods including but not limited to assistance receiving identification, clothing, and food
- Staff Training: including but not limited to Trauma Informed Care, annual respite conference, and continuing education
- Insurance: including but not limited to insurance for the space occupied and program

The contractor will comply with all Washington State Covid-19 guidelines.

The contractor will abide by all HIPAA requirements.

The contractor will complete monthly reporting as described in "SPECIAL TERMS AND CONDITIONS 1. Reporting".

BUDGET SCHEDULE

October 1, 2022 – September 30, 2023

SERVICE	MAXIMUM ANTICIPATED TOTALS
Respite Care Supervisor	\$72,800.00
Respite Care Coordinator	\$45,000.00
Benefits – Respite Care Supervisor	\$18,000.00
Benefits – Respite Care Coordinator	\$9,000.00

Program Supervision	\$10,000.00
Indirect (10% salaries)	\$12,780.00
Services	\$10,000.00
Equipment/Technology	\$3,000.00
Supplies	\$6,000.00
Client Supports	\$5,000.00
Staff Training	\$2,000.00
Insurance	\$5,000.00
Total	\$187,580.00

BUDGET SCHEDULE

October 1, 2023 – September 30, 2024

SERVICE	MAXIMUM ANTICIPATED TOTALS
Respite Care Supervisor	\$83,200.00
Respite Care Coordinator	\$72,800.00
Benefits – Respite Care Supervisor	\$18,000.00
Benefits – Respite Care Coordinator	\$18,000.00
Program Supervision	\$10,000.00
Indirect (10% Salaries)	\$16,600.00
Space – Rent	\$24,000.00
Services	\$10,000.00
Equipment/Technology	\$3,000.00
Supplies	\$6,000.00
Client Supports	\$5,000.00

Staff Training	\$2,000.00
Insurance	\$5,000.00
Total	\$272,600.00

Total contract for the period October 1, 2022 – September 30, 2024 not to exceed \$460,180.00.

COMPENSATION

1. ☒ **a. FIXED FEE FOR SERVICE:** For services rendered, the County shall pay to the Contractor a fixed fee of Four Hundred Sixty Thousand One hundred and Eighty DOLLARS (\$460,180.00) for the completed work set forth in Attachment A. Payments for completed tasks shall be made no more frequently than ☒ monthly; ☐ quarterly; ☐ semi-annually; ☐ annually; ☐ at completion of project; ☐ other (specify)

Each request for payment shall be supported by an invoice specifying the tasks completed up to the request for payment and the payment amount requested. In no event shall payment be sought in an amount which represents a percentage of the fee greater than the percentage of completed tasks.

OR

☐ **b. HOURLY RATES:** For services rendered, the County shall compensate the Contractor at the following hourly rates:

Name/Position

Hourly Rate

Payments for completed tasks shall be made no more frequently than ☐ monthly; ☐ quarterly; ☐ semi-annually; ☐ annually; ☐ at completion of project; ☐ other (specify)

Each request for payment shall be supported by an invoice specifying: a signed time sheet including the name/position of the Contractor's employee; number of hours worked; completed tasks for which compensation is sought; estimated percentage of task completion; and payment amount requested.

In no event shall Contractor be compensated in excess of Four Hundred Eighty-Three Thousand Three hundred and Twenty DOLLARS (\$483,320.00) for the completed work set forth in Attachment "A".

2. AND

☒ **a.** The compensation set forth herein includes, without limitation: labor, materials, equipment, travel, telephone, computer, copiers, and the like.

OR

☐ **b.** The County shall reimburse the Contractor for actual expenses incurred for travel, telephone, copiers, and computer. Reimbursement for airfare, mileage, meals and/or accommodations shall be at the same rate as that applicable to county employees traveling on county business.

OR

☐ **c.** Other (specify):

GENERAL CONDITIONS

1. Scope of Contractor's Services. The Contractor agrees to provide to the County services and any materials set forth in the project narrative identified as Attachment A during the agreement period. No material, labor, or facilities will be furnished by the County, unless otherwise provided for in the Agreement.
2. Accounting and Payment for Contractor Services. Payment to the Contractor for services rendered under this Agreement shall be as set forth in Attachment B. Unless specifically stated in Attachment B, the County will not reimburse the Contractor for any costs or expenses incurred by the Contractor in the performance of this contract.

The County shall compensate the Contractor through the County voucher system for the Contractor's service pursuant to the fee schedule set forth in Attachment B.

3. Delegation and Subcontracting. Contractor's services are deemed personal and no portion of this contract may be delegated or subcontracted to any other individual, firm or entity without the express and prior written approval of the County Project Manager.
4. Independent Contractor. The Contractor's services shall be furnished by the Contractor as an independent contractor and nothing herein contained shall be construed to create a relationship of employer/employee or master/servant.

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

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

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

5. No Guarantee of Employment. The performance of all or part of this contract by the Contractor shall not operate to vest any employment rights whatsoever and shall not be deemed to guarantee any employment of the Contractor or any employee of the Contractor or any subcontractor or any employee of any subcontractor by the County at the present time or in the future.
6. Regulations and Requirements. This Agreement shall be subject to all federal, state, and local laws, rules, and regulations.
7. Right to Review. This contract is subject to review by any federal or state auditor. The County shall have the right to review and monitor the financial and service components of this program by whatever means are deemed expedient by the County Project Manager. Such review may occur with or without notice, and may include, but is not limited to, on-site inspection by County agents or employees, inspection of all records or other materials that the County deems pertinent to the

Agreement and its performance, and any and all communications with or evaluations by service recipients under this Agreement. The Contractor shall preserve and maintain all financial records and records relating to the performance of work under this Agreement for three (3) years after contract termination, and shall make them available for such review, within Clallam County, State of Washington, upon request, during reasonable business hours.

8. Modifications. Either party may request changes in the Agreement. Any and all agreed modifications shall be in writing, signed by each of the parties.
9. Termination for Default. If the Contractor defaults by failing to perform any of the obligations of the contract or becomes insolvent or is declared bankrupt or makes an assignment for the benefit of creditors, the County may, by depositing written notice to the Contractor in the U.S. Mail, postage prepaid, terminate the contract, and at the County's option, obtain performance of the work elsewhere. If the contract is terminated for default, the Contractor shall not be entitled to receive any further payments under the contract. Any extra cost or damage to the County resulting from such default(s) shall be deducted from any money due or coming due to the Contractor. The Contractor agrees to bear any extra expenses incurred by the County in completing the work, including all increased costs for completing the work, and all damage sustained, or which may be sustained by the County by reason of such default.

If a notice of termination for default has been issued and it is later determined for any reason that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to the Termination for Public Convenience paragraph hereof.

10. Termination for Public Convenience. The County may terminate the contract in whole or in part whenever the County determines, in its sole discretion that such termination is in the interests of the County. Whenever the contract is terminated in accordance with this paragraph, the Contractor shall be entitled to payment for actual work performed for completed items of work. An equitable adjustment in the contract price for partially completed items of work will be made, but such adjustment shall not include provision for loss of anticipated profit on deleted or uncompleted work. Termination of this contract by the County at any time during the term, whether for default or convenience, shall not constitute a breach of contract by the County.
11. Termination Due to Insufficient Funds. If sufficient funds for payment under this contract are not appropriated or allocated or are withdrawn, reduced, or otherwise limited, the County may terminate this contract upon five (5) days written notice to the Contractor. No penalty or expense shall accrue to the County in the event this provision applies.
12. Termination Procedure. The following provisions apply in the event that this Agreement is terminated:
 - (a) The Contractor shall cease to perform any services required hereunder as of the effective date of termination and shall comply with all reasonable instructions contained in the notice of termination, if any.
 - (b) The Contractor shall provide the County with an accounting of authorized services provided through the effective date of termination.
 - (c) If the Agreement has been terminated for default, the County may withhold a sum from the final payment to the Contractor that the County determines necessary to protect itself against loss or liability.
13. Defense and Indemnity Agreement.
 - (a) The Contractor agrees to hold harmless, indemnify and defend the County, its officers, officials, employees and agents, from and against any and all claims, actions, suits, liability,

loss, expenses, damages and judgments of any nature whatsoever, including reasonable costs and attorneys' fees in defense thereof, for injury, sickness, disability or death to persons or damage to property (including loss of use thereof) or business (including economic loss), caused by or arising out of the Contractor's acts, errors or omissions in the performance of the Contract. Provided, however, that the Contractor's obligation under this provision will not extend to injury, sickness, disability, death or damage caused by or arising out of the sole negligence of the County, its officers, officials, employees or agents.

(b) With regard to any claim against the County, its officers, officials, employees and agents by any employee of the Contractor, subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation under this Section will not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or subcontractor under workers' compensation acts, disability benefit acts or other employee benefit acts. It is clearly agreed and understood by the parties to the Contract that the Contractor expressly waives any immunity the Contractor might have had under such laws. By executing the Contract, the Contractor acknowledges that the foregoing waiver has been mutually negotiated by the parties as is required by RCW 4.24.115, and that the provisions of this Section will be incorporated, as relevant, into any contract the Contractor makes with any subcontractor or agent performing work under the Contract.

(c) The Contractor's obligations under these provisions include, but are not limited to, investigating, adjusting and defending all claims alleging loss from action, error or omission, or breach of any common law, statutory or other delegated duty by the Contractor, the Contractor's employees, agents or subcontractors.

14. Industrial Insurance Waiver. With respect to the performance of this Agreement and as to claims against the County, its appointed and elected officers, agents and employees, the Contractor expressly waives its immunity under Title 51 of the Revised Code of Washington, the Industrial Insurance Act, as now or hereafter amended, for injuries to its employees and agrees that the obligations to indemnify, defend and hold harmless provided in this Agreement extend to any claim brought by or on behalf of any employee of the Contractor. Along with the other provisions of this Agreement, this waiver is mutually negotiated by the parties to this Agreement.
15. Venue and Choice of Law. In the event that any litigation should arise concerning the construction or interpretation of any of the terms of this Agreement, the venue of such action shall be in the courts of the State of Washington in and for the County of Clallam. This Agreement shall be governed by the law of the State of Washington.
16. Withholding Payment. In the event the County Project Manager determines that the Contractor has failed to perform any obligation under this Agreement within the times set forth in this Agreement, then the County may withhold from amounts otherwise due and payable to Contractor the amount determined by the County as necessary to cure the default, until the County Project Manager determines that such failure to perform has been cured. Withholding under this clause shall not be deemed a breach entitling Contractor to termination or damages, provided that the County promptly gives notice in writing to the Contractor of the nature of the default or failure to perform, and in no case more than ten (10) days after it determines to withhold amounts otherwise due. A determination of the County Project Manager set forth in a notice to the Contractor of the action required and/or the amount required to cure any alleged failure to perform shall be deemed conclusive, except to the extent that the Contractor acts within the times and in strict accord with the provision of the Disputes clause of this Agreement. The County may act in accordance with any determination of the County Project Manager which has become conclusive under this clause, without prejudice to any other remedy under the Agreement, to take all or any of the following actions: (1) cure any failure or default, (2) to pay any amount so required to be paid and to charge the same to the account of the Contractor, (3) to set off any amount paid or incurred from amounts due or to become due the Contractor. In the event the Contractor obtains relief upon a claim under the Disputes clause, no penalty or damages shall accrue to the Contractor by reason of good faith withholding by the County under this clause.

17. Rights and Remedies. The duties and obligations imposed by this Agreement and the rights and remedies available hereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law.
18. Patent/Copyright Infringement. Contractor will defend, indemnify and save harmless County, its appointed and elected officers, agents and employees from and against all loss or expense, including but not limited to claims, demands, actions, judgments, settlements, attorneys' fees and costs by reason of any and all claims and demands upon the County, its elected or appointed officials or employees for damages because of the Contractor's alleged infringement on any patent or copyright. The Contractor will pay those costs and damages attributable to any such claims that are finally awarded against the County, its appointed and elected officers, agents and employees in any action. Such defense and payments are conditioned upon the following:

(a) That Contractor shall be notified promptly in writing by County of any notice of such claim.

(b) Contractor shall have the right, hereunder, at its option and expense, to obtain for the County the right to continue using the information, in the event such claim of infringement, is made, provided no reduction in performance or loss results to the County.

19. Disputes:

(a) General. Differences between the Contractor and the County, arising under and by virtue of the contract documents shall be brought to the attention of the County at the earliest possible time in order that such matters may be settled or other appropriate action promptly taken. The records, orders, rulings, instructions, and decision of the County Project Manager shall be final and conclusive 30 days from the date of mailing unless the Contractor mails or otherwise furnishes to the County Administrator a written notice of appeal. The notice of appeal shall include facts, law, and argument as to why the conclusions of the County Project Manager are in error.

In connection with any appeal under this clause, the Contractor and County shall have the opportunity to submit written materials and argument and to offer documentary evidence in support of the appeal. Oral argument and live testimony will not be permitted. The decision of the County Administrator for the determination of such appeals shall be final and conclusive. Reviews of the appellate determination shall be brought in the Superior Court of Clallam County within 15 days of mailing of the written appellate determination. Pending final decision of the dispute, the Contractor shall proceed diligently with the performance of this Agreement and in accordance with the decision rendered.

(b) Notice of Potential Claims. The Contractor shall not be entitled to additional compensation or to extension of time for (1) any act or failure to act by the County Project Manager or the County, or (2) the happening of any event or occurrence, unless the Contractor has given the County a written Notice of Potential Claim within 10 days of the commencement of the act, failure, or event giving rise to the claim, and before final payment by the County. The written Notice of Potential Claim shall set forth the reasons for which the Contractor believes additional compensation or extension of time is due, the nature of the cost involved, and insofar as possible, the amount of the potential claim. Contractor shall keep full and complete daily records of the work performed, labor and material used, and all costs and additional time claimed to be additional.

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

20. Ownership of Items Produced. All writings, programs, data, art work, music, maps, charts, tables, illustrations, records or other written, graphic, analog or digital materials prepared by the Contractor and/or its consultants or subcontractors, in connection with the performance of this Agreement shall be the sole and absolute property of the County and constitute "work made for hire" as that phrase is used in federal and/or state intellectual property laws and Contractor and/or its agents shall have no ownership or use rights in the work.
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, at the County Project Manager's sole discretion, be required to repay to the County all monies disbursed to the Contractor for those parts of the project that are rendered worthless in the opinion of the County Project Manager by such failure to perform.

Interest shall accrue at the rate of 12 percent (12%) per annum from the time the County Project Manager demands repayment of funds.

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 Project Manager. For purposes of this Agreement, the County Project Manager is:

Name: Jennifer Oppelt

Title: Deputy Director

Address: 111 E. 3rd Street Port Angeles, WA 98362

Telephone: 360-417-2431

E-mail: jennifer.oppelt@clallamcountywa.gov

Fax: 360-452-9605

In the event there is a dispute with regard to the extent and character of the work to be done, the determination of the County Project Manager as to the extent and character of the work to be done shall govern subject to the Contractor's right to appeal that decision as provided herein.

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. No Third-Party Beneficiaries. This agreement is intended for the benefit of only the County and Contractor. This agreement does not confer any benefits, rights, or privileges upon any third party.
26. Standard of Care. The Contractor shall perform its duties hereunder in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession as the Contractor currently practicing under similar circumstances. The Contractor shall, without additional compensation, correct those services not meeting such a standard.

27. 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.
28. Notice. Except as set forth elsewhere in the Agreement, for all purposes under this Agreement, except service of process, any notices shall be given by the Contractor to the County Project Manager. Notice to the Contractor for all purposes under this Agreement shall be given to the person executing the Agreement on behalf of the Contractor at the address identified on the signature page.
29. 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.
30. Precedence. In the event of inconsistency in this Agreement, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence in the following order:
 - (a) Applicable federal, state, and local statutes, ordinances, and regulations;
 - (b) Scope of Work (Attachment A) and Compensation (Attachment B);
 - (c) Special Terms and Conditions (Attachment D); and
 - (d) General Conditions (Attachment C).
31. Waiver. Waiver of any breach or condition of this contract shall not be deemed a waiver of any prior or subsequent breach. No term or condition of this contract shall be held to be waived, modified, or deleted except by an instrument, in writing, signed by the parties hereto.
32. 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.
33. Construction. This agreement has been mutually reviewed and negotiated by the parties and should be given a fair and reasonable interpretation and should not be construed less favorably against either party.
34. Survival. Without being exclusive, Paragraphs 4, 7, 13-18, 20-21 and 30-34 of these General Conditions shall survive any termination, expiration, or determination of invalidity of this Agreement in whole or in part. Any other Paragraphs of this Agreement which, by their sense and context, are intended to survive shall also survive.
35. Entire Agreement. This written contract represents the entire Agreement between the parties and supersedes any prior statements, discussions or understandings between the parties except as provided herein.

SPECIAL TERMS AND CONDITIONS

- ☒ 1. **Reporting.** The Contractor shall submit written progress reports to the County Project Manager as set forth below:

- ☐ With each request for payment.
- ☒ Monthly.
- ☐ Quarterly.
- ☐ Semi-annually.
- ☐ Annually.
- ☐ Project completion.
- ☐ Other (specify):

Progress reports shall include, at a minimum, the following:

1. Statistics on respite care clients including number of clients served and for each client
 - Length of stay
 - Admitting diagnosis
 - Supportive services provided (transportation; support applying for benefits/insurance; housing access; etc.)
2. Policies and procedures developed
3. Notes/agendas for meetings coordinated

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

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

☒ **COMMERCIAL GENERAL LIABILITY:**

Bodily injury, including death	\$1,000,000	per occurrence
	\$2,000,000	aggregate
Property damage	\$	per occurrence
	\$	aggregate

- ☒ **ERRORS AND OMISSIONS or PROFESSIONAL LIABILITY** with an Extended Reporting Period Endorsement (two year tail) \$500,000 per occurrence

- ☒ WORKERS COMPENSATION: Statutory amount
- ☒ AUTOMOBILE: coverage on owned, non-owned, rented and hired vehicles
- | | | |
|---|-------------|----------------|
| Bodily injury, liability, including death | \$1,000,000 | per occurrence |
| | \$2,000,000 | aggregate |
| Property damage liability | \$ | per occurrence |
| | \$ | aggregate |
- ☒ BUSINESS AUTOMOBILE LIABILITY: \$1,000,000 per occurrence

If the Errors and Omissions or Professional Liability insurance obtained is an occurrence policy as opposed to a claims-made policy, the Extended Reporting Period Endorsement is not required.

Any such policy of insurance the Contractor is required to obtain and maintain pursuant to this Agreement shall be primary over any third party liability coverage provided to Clallam County by and through its membership in the Washington Counties Risk Pool or WCRP. The third party liability coverage provided by the WCRP to Clallam County shall be non-contributory with respect to any policy of insurance the Contractor is required to obtain and maintain pursuant to this Agreement. The County shall have no obligation to report occurrences unless a claim or lawsuit is filed with it and the County has no obligation to pay any insurance premiums.

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

If the proof of insurance or certificate of coverage indicating the County is an "additional insured" to a policy obtained by the Consultant in order to comply with this agreement refers to an endorsement (by number, abbreviation or name) but does not provide the full text of that endorsement, then it shall be the obligation of the Consultant to obtain the full text of that endorsement and forward that full text to the County within 30 days of the execution of this Agreement.

The coverage limits identified herein shall not limit the potential liability of the Contractor and the Contractor's duty to defend, indemnify, and hold harmless shall apply to any liability beyond the scope of insurance coverage.

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



4

AGENDA ITEM SUMMARY

JAN 30 2023

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

Department: Health and Human Services

WORK SESSION ☒ **Meeting Date: January 30, 2023**

REGULAR AGENDA ☒ **Meeting Date: February 7, 2023**

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

Item summary:

- | | | |
|---|--|--------------------------------------|
| ☐ Call for Hearing | ☒ Contract/Agreement/MOU – 11301-23-UW | |
| ☐ Resolution | ☐ Proclamation | ☐ Budget Item |
| ☐ Draft Ordinance | ☐ Final Ordinance | ☐ Other |

Documents exempt from public disclosure attached: ☐

Executive summary: The Board of County Commissioners reviewed this request from Health and Human Services for a community drug checking machine at the December 12, 2022 Work Session. The Addictions, Drug & Alcohol Authority (ADAI) at the University of Washington has been funded by the Washington State Health Care Authority to develop, implement, and evaluate a Community Drug Checking Network. The goal of this network is to document details about the illicit drug supply in the State.

The attached contract is from the University of Washington entitled Community Drug Checking Network.

Health and Human Services will be utilizing the contract to hire a Drug Checking Technician, to ensure that all deliverables are satisfied as outlined in the attached contract.

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 signature.

County Official signature & print name:  Kevin LoPiccolo

Name of Employee/Stakeholder attending meeting: Karissa McLane

Relevant Departments: Health and Human Services

Date submitted: January 25, 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)

University of Washington Research Subaward Agreement

Prime Recipient: UNIVERSITY OF WASHINGTON (UW)		Subcontractor: County of Clallam, Department of Health and Human Services	
UW Principal Investigator (PI): Caleb Banta-Green		Subcontractor Principal Investigator (PI): Kevin LoPiccolo	
Award No: K5274 Work Order: 08	FAIN: N/A	Awarding Agency: Washington State Health Care Authority	
Federal Award Date: N/A		CFDA No and Title: N/A	
Project Title: Community Drug Checking Network		Subaward No. UWSC14263	BPO # 70369
Subaward Period of Performance: Start: 10/1/2022 End: 6/30/2023		Amount Funded This Action: \$80,696	Subject to FFATA ☐ Yes ☒ No
Estimated Project Period (if incrementally funded): Start: 10/1/2022 End: 6/30/2024		Incrementally Estimated Total: \$80,696	Is this Award R&D? ☒ Yes ☐ No

TERMS AND CONDITIONS

The University of Washington, an institution of higher education and an agency of the State of Washington having its principal campus located in Seattle, Washington, hereby awards a fixed price subaward, as described above, to the above-identified subcontractor. NOW, THEREFORE, in consideration of the foregoing and the terms and conditions contained in this agreement ("Subaward Agreement"), UW and Subcontractor do hereby agree as follows:

1) STATEMENT OF WORK, BUDGET AND PRIME AWARD. The statement of work ("Statement of Work") and budget ("Budget") for this Subaward Agreement are hereby incorporated as Attachment 5. This Subaward Agreement is subject to the terms and conditions of the Prime Award identified above and included herein as Attachment 1.

2) INVOICING AND PAYMENT. UW shall pay Subcontractor a fixed price for the performance of the Statement of Work, and in accordance with the Budget incorporated as Attachment 5, provided that:

- a) Payments shall not exceed nor be less than the amount as set forth in Attachment 5 herein;
- b) Such costs were allowable by terms of this Subaward Agreement;
- c) Such costs are incurred in accordance with Subcontractor's established policies and procedures; and
- d) Subcontractor adheres to the following cost principles, as applicable: (i) 2 C.F.R. § 200, Uniform Administrative Requirements, and Cost Principles, for Federal Awards, (ii) for hospitals, 45 CFR 74, Appendix E; or (iii) Subcontractor's established policies and procedures.

All invoices shall be submitted using Subcontractor's standard invoice, but at a minimum shall include current and cumulative payments, subaward number, purchase order number, and certification as to truth and accuracy of invoice. A final statement of cumulative payments invoiced and marked "FINAL" must be submitted NOT LATER THAN sixty (60) days after subaward end date. No invoices submitted after sixty (60) days from the end of the subaward shall be paid. The final statement of cumulative payments invoiced shall constitute Subcontractor's final financial report.

Subcontractors that are registered in the Ariba eCommerce platform and are fully enabled to do business with UW via the Ariba Network (UW's eProcurement System) shall submit invoices via the Ariba network. Ariba invoice creation instructions can be found at: <https://f2.washington.edu/fm/ps/AribaBlanketPurchaseOrders/bporeceivingsuppliers>. Subcontractors not yet fully enabled shall submit invoices via email to uwbpo@uw.edu. Invoices that do not originate from the Ariba Network or the UW email uwbpo@uw.edu, as appropriate, will not be paid.

Questions concerning invoice receipt or payments should be directed to the appropriate party's Financial Contact as indicated in Attachment 3A.

UW reserves the right to reject an invoice that is not consistent with the terms of this Subaward Agreement.

3) NOTIFICATION. Any request for negotiation of changes in the terms, conditions, or amounts in this Subaward agreement and any matters requiring UW's prior approval shall be directed to the appropriate party's Administrative Contact in Attachments 3A and 3B. Any such changes made to this Subaward Agreement require the written approval of each party's Authorized Official as shown in Attachments 3A and 3B.

4) REPORTS. Reporting requirements shall be fulfilled in accordance with Attachment 4.

5) PUBLICATIONS. Subcontractor agrees that all publications that result from work under this Subaward Agreement shall acknowledge that the project was supported by Awarding Agency and reference the Award No. above.

6) INVENTIONS. Consistent with U.S. Public Law 96-517, as amended by U.S. Public Law 98-620, title to any invention made or conceived solely by Subcontractor in performing work under this Subaward Agreement shall vest in the Subcontractor ("Subcontractor Invention"). Inventions made or conceived solely by UW shall be owned by UW. Inventions made or conceived jointly by UW and Subcontractor shall be owned by UW and Subcontractor in accordance with U.S. patent and other applicable U.S. laws. Subcontractor shall promptly notify UW PI (as shown in Attachment 3A) in writing of any such Subcontractor inventions. Subcontractor hereby grants to UW a royalty-free, non-exclusive license for internal research and educational purposes to any such Subcontractor invention.

7) TERMINATION. Either party may terminate this Subaward Agreement upon thirty (30) days' written notice to the other party's Administrative and Authorized Contact as set forth in Attachments 3A and 3B. Upon receipt of such notice of termination, Subcontractor shall use reasonable efforts to limit or terminate any outstanding financial commitments related to the work to be performed under this Subaward Agreement. UW shall reimburse Subcontractor for all reasonable costs incurred by Subcontractor under this Subaward Agreement through the date of termination which are allowable in accordance with all applicable laws, regulations, terms and conditions, including without limitation, all reasonable and necessary non-cancellable financial obligations incurred by Subcontractor to carry out its work under this Subaward Agreement.

8) USE OF NAME. Neither party shall use the name of the other party, or the name of any faculty member, employee, or student of the other party, in connection with any product, service, promotion, news release, or other publicity without the prior written permission of the other party and in the case of an individual, the prior written permission of that individual. The parties agree that each party may use factual information regarding the existence and purpose of the relationship that is the subject of this Agreement for legitimate business purposes, to satisfy any reporting and funding obligations, or as required by applicable law or regulation without written permission from the other party. In any such statement, the relationship of the parties shall be accurately and appropriately described.

9) NOTICE OF DISPUTE, NEGOTIATION AND MEDIATION. Prior to commencing any legal action, the parties will attempt in good faith to resolve through negotiation any dispute, claim or controversy arising out of or relating to this Subaward Agreement. Either party may initiate such negotiations by providing written notice to the other party specifying that this provision of this Subaward Agreement is being utilized and setting forth the subject of the dispute and the relief requested. The party receiving such notice will respond in writing within ten (10) business days with a statement of its position on and recommended solution to the dispute. If the dispute is not resolved by this exchange of correspondence, then representatives of each party with full settlement authority shall meet at a mutually agreeable time and place within ten (10) business days of the date of the initial notice in order to exchange relevant information and perspectives, and to attempt in good faith to resolve the dispute. If the dispute is not resolved by these negotiations, the matter will be submitted to a mutually agreeable and recognized nonbinding mediation service prior to initiating legal action. The costs of the mediation service shall be shared equally by the parties.

10) DEBARMENT. Subcontractor certifies that it is not excluded, debarred, suspended or otherwise ineligible to participate in federal programs. In connection with the performance of their respective obligations under this Agreement, the parties shall not knowingly employ or contract with, whether or not for compensation, any individual, or entity currently listed by a federal agency as excluded, debarred, suspended or otherwise ineligible to participate in federal programs.

11) NONDISCRIMINATION. Subcontractor shall not engage in any unlawful discrimination nor will it discriminate against any person because of race, color, religion, national origin, age, handicap, status as a Vietnam era or disabled veteran, sex, or sexual orientation with respect to their employment, personnel, or patient care policies and practices as those matters may relate to the performance of the parties' respective obligations under this Subaward Agreement.

To the extent required by law or regulation, the Subcontractor and their contractors and subcontractors shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit

discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin. Moreover, these regulations require that covered prime contractors, and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, protected veteran status or disability.

12) ANTI-TERRORIST COMPLIANCE. Subcontractor hereby certifies that all funds, including sub-awards by it to lower-tier subcontractors, will be used in compliance with all applicable United States anti-terrorist financing and asset control laws, regulations, rules and executive orders.

13) CONFORMATION TO APPLICABLE LAWS AND PROFESSIONAL STANDARDS. Subcontractor certifies that Subcontractor and those persons participating in the conduct of the Statement of Work under this Subaward Agreement will conform to and obey all applicable laws, ordinances, rules, regulations, requirements and orders of all municipal, county, state or federal authorities or agencies and all professional standards applicable to the conduct of the research under this Subaward Agreement.

14) QUALIFICATIONS, LICENSES, PERMITS. Upon request by UW, Subcontractor shall provide UW evidence of any licenses, permits, certifications or accreditations required to conduct the Statement of Work under this Subaward Agreement.

15) LEGAL COMPLIANCE. The parties intend this Subaward Agreement to comply with all applicable laws, regulations and requirements. The parties further agree this Subaward Agreement shall be applied and interpreted in a manner consistent with full compliance with all such laws, regulations and requirements. If at any time either party has reasonable grounds to believe that this Subaward Agreement, or the work to be performed under it, may not conform to the then-current requirements or interpretations relevant to such matters, both parties agree that they will promptly negotiate in good faith for the purposes of bring this Subaward Agreement into full compliance with such then-current requirements and interpretations.

16) EXPORT CONTROLS. It is understood that the parties are subject to United States laws and regulations controlling the export of technical data and information, computer software, laboratory prototypes and other commodities, and that its obligations hereunder are contingent on compliance with applicable U.S. export laws and regulations (including without limitation the Arms Export Control Act, as amended, and the Export Administration Act of 1979) ("Export-Controlled Materials"). The transfer of any such technology and items and the entering into and provision of such transactions and services that are subject to restrictions may require a license or authorization from the cognizant agency of the United States Government, and/or may require written assurances by the receiving party that it shall not re-export such technology and items to certain foreign destinations and/or to certain recipients without prior approval of the cognizant government agency, and/or may require that the involved individuals and entities will comply with conditions on Transactions and Services. While each party agrees to cooperate in securing any license which the cognizant agency deems necessary in connection with this Agreement, neither party can guarantee or make assurances that such licenses can or will be granted. Each party agrees that it will not provide or make accessible to the other party any Export-Controlled Materials without first notifying the receiving party in writing of the existence and nature of the Export-Controlled Materials and obtaining the prior written agreement of the receiving party, through a duly-authorized representative, for the receiving party to receive such Export-Controlled Materials. All Export-Controlled Materials shall be conspicuously labeled "Export Controlled" together with any applicable Export Control Classification Number.

17) AUDIT AND ACCESS TO RECORDS. If Subaward is subject to 2 C.F.R §200, Subcontractor certifies by signing this Subaward Agreement that they comply with the Uniform Guidance, will provide notice of any adverse findings which impact this subaward as required by parts 200.501- 200.521, and will provide access to records as required by parts 200.336, 200.337, and 200.201 as applicable.

Subcontractor agrees that the UW shall, until the expiration of three (3) years after final payment under this Subaward Agreement, have access to and right to examine all aspects of the Statement of Work undertaken under this Subaward Agreement, and all books, records, and documents of any kind pertaining to the Subaward Agreement, including any directly pertinent records involving transactions related to this Subaward Agreement for the purpose of making audits, examinations, excerpts and transcriptions, if applicable. It is understood that, unless agreed to in writing by Subcontractor, such examination shall be made during Subcontractor's regularly established business hours. Records related to any audit initiated prior to the expiration of the three-year period shall be retained until the audit findings involving the records have been resolved.

Failure to comply with the terms of this Audit and Access to Records section may lead to termination of this Subaward Agreement.

18) NO PARTNERSHIP/JOINT VENTURE. The relationship of the parties under this Subaward Agreement is that of independent contractors and they are not agents, employees, partners or joint ventures of one another. No party has the authority to bind any other party in contract or to incur any debts or obligations on behalf of any other party, and no party (including the UW PI and Subcontractor PI) shall take any action that attempts or purports to bind any other party in contract or to incur any debts or obligations on behalf of any other party, without the affected party's prior written approval.

19) ENTIRE AGREEMENT AND ORDER OF PRECEDENCE. This Subaward Agreement constitutes the entire agreement between the parties, and supersedes all prior oral or written agreements, commitments, or understandings concerning the matters provided for herein. This Subaward Agreement consists of the following documents which are hereby incorporated by reference:

- a) **UW Research Subaward Agreement**
- b) **Attachment 1: Prime Award Terms and Conditions**
- c) **Attachment 2: Special Terms & Conditions**
- d) **Attachment 3A: Prime Recipient Contacts**
- e) **Attachment 3B: Subcontractor Contacts**
- f) **Attachment 4: Reporting Requirements**
- g) **Attachment 5: Statement of Work and Budget**

In the event of any conflict between the terms and conditions set forth in this Subaward Agreement and the Attachments, the parties agree that the terms and conditions included in Attachment 1: "Prime Award Terms and Conditions" shall take precedence.

20) AMENDMENT. This Subaward Agreement may only be modified by a subsequent written agreement executed by the duly-authorized representatives of the parties. The UW PI and Subcontractor PI shall have no authority to amend this Subaward Agreement or to waive any right or obligation arising hereunder.

21) SEVERABILITY. If any provision of this Subaward Agreement or of any other agreement, document or writing pursuant to or in connection with this Subaward Agreement, shall be wholly or partially invalid or unenforceable under applicable law, said provision will be ineffective to that extent only, without in any way affecting the remaining parts or provision of said agreement, provided that the remaining provisions continue to effect the purposes of this Subaward Agreement.

22) WAIVER. Neither the waiver by any of the parties hereto of a breach of or a default under any of the provisions of this Subaward Agreement, nor the failure of either of the parties, on one or more occasions, to enforce any of the provisions of this Subaward Agreement or to exercise any right or privilege hereunder will thereafter be construed as a waiver of any subsequent breach or default of a similar nature, or as a waiver of any such provisions, rights or privileges hereunder.

23) FORCE MAJEURE. Nonperformance by a party, other than payment of any amounts due hereunder, shall not operate as a default under or breach of the terms of this Agreement to the extent and for so long any such nonperformance is due to: strikes or other labor disputes; prevention or prohibition by law; the loss or injury to products in transit; an Act of God; or war or other cause beyond the control of such party.

24) ASSIGNMENT AND SUCCESSORS IN INTEREST. Except as otherwise provided herein, no party may assign, subcontract, or delegate any right or obligation under this Subaward Agreement, in whole or in part, without the express prior written consent of the other party. This Subaward Agreement shall inure to the benefit of and be binding upon each party's successors and assigns.

25) COUNTERPARTS. This Subaward Agreement may be executed in any number of counterparts or, if mutually agreeable to the undersigned authorized signatories for the parties, through the exchange by facsimile or other electronic means of duly-signed duplicates hereof, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the duly-authorized representatives of the parties have entered into this Subaward Agreement as of the date of the last signature of UW and Subcontractor below.

University of Washington

County of Clallam, ~~Department of Health and Human Services~~ BOARD OF COUNTY COMMISSIONERS

By: _____
Print Name: _____
Title: _____
Date: _____

By: _____
Print Name: _____
Title: _____
Date: _____

Attachment 1
UW Research Subaward Agreement
Prime Award Terms and Conditions

The Prime Award Terms and Conditions contained in this Attachment are modified to the extent where applicable as follows:

- Work Order", "Contract", or "Agreement" shall mean "Subaward";
- "Contractor" shall mean "Subcontractor";
- "HCA" shall mean "University of Washington" except in Section 18.1 where it shall retain its original meaning.

This Agreement is subject to the following terms and conditions:

1. - 3. Reserved

4. Rights in Data

Copyright in all material created by the UW and paid for by HCA as part of this Agreement shall be the property of the State of Washington. Both UW and HCA may use these materials, and permit others to use them, for any purpose consistent with their respective missions as agencies of the state of Washington. This material includes, but is not limited to: books; computer programs; documents; films; pamphlets; reports; sound reproductions; studies; surveys; tapes; and/or training materials. Material which UW uses to perform this Agreement, but which is not created for or paid for by HCA shall be owned by UW or such other party as determined by Copyright law and/or HCA and UW internal policies. UW hereby grants (or, if necessary and to the extent reasonably possible, shall obtain and grant) a perpetual, unrestricted, royalty-free, non-exclusive license to HCA to use these materials for HCA internal purposes.

5. Order of Precedence:

Each of the documents listed below is hereby incorporated by reference into this Work Order. In the event of an inconsistency in this Work Order, the inconsistency shall be resolved by giving precedence in the following order:

1. Applicable federal and state of Washington statutes and regulations;
2. Contract K5274, and all incorporated Amendments;
3. Reserved
4. Any other provision, term or material incorporated herein by reference or otherwise incorporated.

Contract K5274 Terms and Conditions

1. DEFINITIONS

"Authorized Representative" means a person to whom signature authority has been delegated in writing acting within the limits of the person's authority.

"Confidential Information" means information that may be exempt from disclosure to the public or other unauthorized persons under chapter 42.56 RCW or chapter 70.02 RCW or other state or federal

statutes or regulations. Confidential Information includes, but is not limited to, any information identifiable to an individual that relates to a natural person's health, finances, education, business, use or receipt of governmental services, names, addresses, telephone numbers, social security numbers, driver license numbers, financial profiles, credit card numbers, financial identifiers and any other identifying numbers, law enforcement records, HCA source code or object code, or HCA or State security information.

"Contract" or "Agreement" means the entire written agreement between HCA and the contractor, including any exhibits, documents, or materials incorporated by reference. The parties may execute this contract in multiple counterparts, each of which is deemed an original and all of which constitute only one agreement. E-mail (electronic mail) or fax (facsimile) transmission of a signed copy of this contract shall be the same as delivery of an original. Contract and Agreement may be used interchangeably.

"Contractor" means University of Washington, on behalf of Addictions Drug and Alcohol Institute (UW-ADAI), its employees and agents. Contractor includes any firm, provider, organization, individual or other entity performing services under this Agreement. It also includes any Subcontractor retained by Contractor as permitted under the terms of this Agreement.

"Health Care Authority" or "HCA" means the Washington State Health Care Authority, any division, section, office, unit or other entity of HCA, or any of the officers or other officials lawfully representing HCA.

"Services" means all work performed or provided by Contractor pursuant to this Contract.

"Statement of Work" or "SOW" means a detailed description of the work activities the Contractor is required to perform under the terms and conditions of this Contract, including the deliverables and timeline, and is attached as Schedule A.

"Subcontractor" means a person or entity that is not in the employment of the Contractor, who is performing all or part of the business activities under this Agreement under a separate contract with Contractor. The term "Subcontractor" means subcontractor(s) of any tier.

"Subrecipient" shall have the meaning given in 45 C.F.R. 75.2, or any successor or replacement to such definition, for any federal award from HHS; or 2 C.F.R. 200.93, or any successor or replacement to such definition, for any other federal award.

2. Reserved

3. STATEMENT OF WORK

Contractor will furnish the necessary personnel, equipment, material and/or service(s) and otherwise do all things necessary for or incidental to the performance of work set forth in individually agreed upon Work Orders.

4. - 5. Reserved

6. PERSONNEL

Contractor will use reasonable best efforts to ensure that personnel assigned to a Work Order are available until the completion of the Work Order. Any proposal by the Contractor for changes, replacement, or substitution of Work Order personnel during the term of the Work Order must be submitted to the HCA Work Order Manager in writing, email acceptable. HCA may, in their sole discretion, accept or reject changes. If such changes are rejected, HCA may terminate the Work Order for convenience.

7. - 10. Reserved

11. SUBCONTRACTING

Neither the Contractor nor any Subcontractor shall enter into subcontracts for any of the work contemplated under this Agreement without obtaining HCA's prior written approval. HCA shall have no responsibility for any action of any such Subcontractors.

12. - 13. Reserved

14. DISALLOWED COSTS

The Contractor is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its Subcontractors.

15. Reserved

16. GOVERNANCE

This Agreement is entered into pursuant to and under the authority granted by the laws of the state of Washington and any applicable federal laws. The provisions of this Agreement will be construed to conform to those laws.

In the event of an inconsistency in the terms of this Agreement, or between its terms and any applicable statute or rule, the inconsistency will be resolved by giving precedence in the following order:

- 16.1. Applicable state and federal statutes and rules;
- 16.2. Schedule A, Statement of Work; and
- 16.3. Any other provisions of the agreement, including materials incorporated by reference.

17. Reserved

18. INSURANCE

- 18.1. HCA certifies that it is self-insured under the State's self-insurance liability program, as provided by chapter 4.92.130 RCW, and will pay for losses for which it is found liable.
- 18.2. Reserved

19. RECORDS MAINTENANCE

The parties to this Agreement will each maintain books, records, documents and other evidence which sufficiently and properly reflect all direct and indirect costs expended by either party in the performance of the services described herein. These records will be subject to inspection, review or audit by personnel of both parties, other personnel duly authorized by either party, the Office of the State Auditor, and federal officials so authorized by law. All books, records, documents, and other material relevant to this Agreement will be retained for six years after expiration and the Office of the State Auditor, federal auditors, and any persons duly authorized by the parties will have full access and the right to examine any of these materials during this period.

Records and other documents, in any medium, furnished by one party to this Agreement to the other party, will remain the property of the furnishing party, unless otherwise agreed. The receiving party will not disclose or make available this material to any third parties without first giving notice to the furnishing party and giving it a reasonable opportunity to respond. Each party will use reasonable security procedures and protections to assure that records and documents provided by the other party are not erroneously disclosed to third parties.

20. RIGHTS IN DATA

Rights in Data will be identified in each Work Order for that specific project.

21. CONFIDENTIALITY

Each party agrees not to divulge, publish or otherwise make known to unauthorized persons confidential information accessed under this Agreement. Contractor agrees that all materials containing confidential information received pursuant to this Agreement, including, but not limited to information derived from or containing patient records, claimant file and medical case management report information, relations with HCA's clients and its employees, and any other information which may be classified as confidential, shall not be disclosed to other persons without HCA's written consent except as may be required by law.

22. Reserved

23. FUNDING AVAILABILITY

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

24. TERMINATION FOR CONVENIENCE

Either party may terminate this Agreement upon 30-days' prior written notification to the other party. If this Agreement is so terminated, the parties will be liable only for performance rendered or costs incurred, including any non-cancelable expenses, in accordance with the terms of this Agreement prior to the effective date of termination.

25. TERMINATION FOR CAUSE

If for any cause, either party does not fulfill in a timely and proper manner its obligations under this Agreement, or if either party violates any of these terms and conditions, the aggrieved party will give the other party written notice of such failure or violation. The responsible party will be given the opportunity to correct the violation or failure within 15 working days. If failure or violation is not corrected, this Agreement may be terminated immediately by written notice of the aggrieved party to the other.

Contractor authorizes immediate termination of this Contract by HCA, if they determine that Contractor has violated a material term of Section 8, HIPAA Compliance, which is the Business Associate Agreement. HCA may, at their sole option, offer Contractor an opportunity to cure a violation of this Business Associate Agreement before exercising a termination for cause.

26. - 27. Reserved

28. SURVIVORSHIP

The terms, conditions and warranties contained in this Agreement that by their sense and context are intended to survive the completion of the performance, expiration or termination of this Agreement shall so survive. In addition, the terms of the sections titled Rights in Data, Confidentiality, Disputes and Records Maintenance shall survive the termination of this Agreement.

Schedules

Schedule A: Reserved

Attachments

Attachment 1: Data Sharing Agreement

Attachment 2: Confidential Information Security Requirements

Attachment 3: User Agreement on Non-Disclosure of Confidential Information Template

Attachment 4: Reserved

Attachment 1

Data Use, Security, and Confidentiality

1. Definitions

In addition to the definitions set out in section 1, Definitions, of the Contract, the definitions below apply to this Exhibit:

"Authorized User" means an individual or individuals with an authorized business need to access HCA's Confidential Information under this Contract.

"Business Associate" means a Business Associate as defined in 45 C.F.R § 160.103, who performs or assists in the performance of an activity for or on behalf of HCA, a Covered Entity, that involves the use or disclosure of protected health information (PHI). Any reference to Business Associate in this Exhibit includes Business Associate's employees, agents, officers, Subcontractors, third party contractors, volunteers, or directors.

"Business Associate Agreement (BAA)" means the HIPAA Compliance section of this Exhibit, Section 8, and includes the Business Associate provisions required by the U.S. Department of Health and Human Services (DHHS), Office for Civil Rights.

"Client" means an individual who is eligible for or receiving Medicaid services.

"Covered Entity" means HCA, which is a Covered Entity as defined in 45 C.F.R. § 160.103, in its conduct of covered functions by its health care components.

"Data" means the information that is disclosed or exchanged as described by this Contract. For purposes of this Attachment 1, Data means the same as "Confidential Information."

"Disclosure" means the release, transfer, provision of, access to, or divulging in any other manner of information outside the entity holding the information.

"HIPAA" means the Health Insurance Portability and Accountability Act of 1996, Pub. L. 104-191, as amended by the American Recovery and Reinvestment Act of 2009 (ARRA), Sec. 13400 – 13424, H.R. 1 (2009) (HITECH Act).

"HIPAA Rules" means the Privacy, Security, Breach Notification and Enforcement Rules at 45 C.F.R. Parts 160 and 164.

"Individual(s)" means the person(s) who is the subject of PHI and includes a person who qualifies as a personal representative in accordance with 45 CFR 164.502(g).

"Minimum Necessary" means the least amount of PHI necessary to accomplish the purpose for which the PHI is needed.

"Personal Information" means information identifiable to any person, including, but not limited to, information that relates to a person's name, health, finances, education, business, use, or receipt of governmental services or other activities, address, telephone numbers, social security numbers, driver's license numbers, credit card numbers, any other identifying numbers, and any financial identifiers.

“ProviderOne” means the Medicaid Management Information System (MMIS), which is the State’s Medicaid payment system managed by HCA.

“Regulation” means any federal, state, or local regulation, rule, or ordinance.

“Security Incident” means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in an information system.

“Use” includes the sharing, employment, application, utilization, examination, or analysis of Data.

2. Description of Data

2.1. If Data is to be shared, Data will be described and detailed in the individual Work Order, including:

- a. Data Use Purpose.
- b. Description, Data Elements, Data Parameters.
- c. Allowed linkages or constraints on use.

3. Data Classification

The State classifies data into categories based on the sensitivity of the data pursuant to the Security policy and standards promulgated by the Office of the state of Washington Chief Information Officer. (See Section 4, Data Security, of Securing IT Assets Standards No. 141.10 in the State Technology Manual at <https://ocio.wa.gov/policy/securing-information-technology-assets>. Section 4 is hereby incorporated by reference.)

The Data that is the subject of this Contract may be in any of the Categories indicated below:

☒ Category 1 – Public Information

Public information is information that can be or currently is released to the public. It does not need protection from unauthorized disclosure, but does need integrity and availability protection controls.

☒ Category 2 – Sensitive Information

Sensitive information may not be specifically protected from disclosure by law and is for official use only. Sensitive information is generally not released to the public unless specifically requested.

☒ Category 3 – Confidential Information

Confidential information is information that is specifically protected from disclosure by law. It may include but is not limited to:

- Personal Information about individuals, regardless of how that information is obtained;
- Information concerning employee personnel records;

- Information regarding IT infrastructure and security of computer and telecommunications systems;
- ☒ Category 4 – Confidential Information Requiring Special Handling.

Category 4 Data is information that is specifically protected from disclosure and for which:

- Especially strict handling requirements are dictated, such as by statutes, regulations, or agreements;
- Serious consequences could arise from unauthorized disclosure, such as threats to health and safety, or legal sanctions.

4. Constraints on Use of Data

- 4.1. This Contract does not constitute a release of the Data for the Contractor's discretionary use. Contractor must use the Data received or accessed under this Contract only to carry out the purpose of this Contract and/or associated Work Order. Any analyses, use, or reporting that is not within the purpose of this Contract and/or associated Work Order is not permitted without HCA's prior written consent.
- 4.2. Any disclosure of Data contrary to this Contract is unauthorized and is subject to penalties identified in law.

5. Security of Data

5.1. Data Protection

The Contractor must protect and maintain all Confidential Information gained by reason of this Contract, information that is defined as confidential under state or federal law or regulation, or Data that HCA has identified as confidential, against unauthorized use, access, disclosure, modification or loss. This duty requires the Contractor to employ reasonable security measures, which include restricting access to the Confidential Information by:

- i. Allowing access only to staff that have an authorized business requirement to view the Confidential Information; and
- ii. Physically securing any computer, documents, or other media containing the Confidential Information.

5.2. Data Security Standards

Contractor must comply with the Data Security Requirements set out in Attachment 2, *Confidential Information Security Requirements*, and the Washington OCIO Security Standard, 141.10, which will include any successor, amended, or replacement regulation (<https://ocio.wa.gov/policy/securing-information-technology-assets>.) The Security Standard 141.10 is hereby incorporated by reference into this Contract.

5.3. Data Disposition

Upon request by HCA, at the end of the Contract term, when no longer needed, or 6 years after the end of the fiscal year in which the Data is received, Confidential Information/Data must be returned to HCA or

disposed of as set out in Attachment 2, *Confidential Information Security Requirements*, except as required to be maintained for compliance or accounting purposes.

6. Data Confidentiality and Non-Disclosure

6.1. Data Confidentiality

The Contractor will not use, publish, transfer, sell or otherwise disclose any Confidential Information gained by reason of this Contract for any purpose that is not directly connected with the purpose of this Contract, except:

- i. as provided by law; or
- ii. with the prior written consent of the person or personal representative of the person who is the subject of the Confidential Information.

6.2. Non-Disclosure of Data

The Contractor must ensure that all employees or Subcontractors who will have access to the Data described in this Contract (including both employees who will use the Data and IT support staff) are instructed and made aware of the use restrictions and protection requirements of this Contract before gaining access to the Data identified herein. The Contractor will also instruct and make any new employee aware of the use restrictions and protection requirements of this Contract before they gain access to the Data.

The Contractor will ensure that each employee or Subcontractor who will access the Data signs the *User Agreement on Non-Disclosure of Confidential Information*, Exhibit B hereto. The Contractor will retain the signed copy of the *User Agreement on Non-Disclosure of Confidential Information* in each employee's personnel file for a minimum of six years from the date the employee's access to the Data ends. The documentation must be available to HCA upon request.

6.3. Penalties for Unauthorized Disclosure of Data

State laws (including RCW 74.04.060 and RCW 70.02.020) and federal regulations (including HIPAA Privacy and Security Rules, 45 CFR Part 160 and Part 164; Confidentiality of Alcohol and Drug Abuse Patient Records, 42 CFR, Part 2; and Safeguarding Information on Applicants and Beneficiaries, 42 CFR Part 431, Subpart F) prohibit unauthorized access, use, or disclosure of Confidential Information. The Contractor must comply with all applicable federal laws and regulations concerning collection, use, and disclosure of Personal Information and PHI. Violation of these laws may result in criminal or civil penalties or fines.

The Contractor accepts full responsibility and liability for any noncompliance by itself, its employees, and its Subcontractors with these laws and any violations of the Contract.

7. Data Shared with Subcontractors

If Data access is to be provided to a Subcontractor under this Contract, the Contractor must include all of the Data security terms, conditions and requirements set forth in this Contract in any such Subcontract. However, no

subcontract will terminate the Contractor's legal responsibility to HCA for any work performed under this Contract nor for oversight of any functions and/or responsibilities it delegates to any subcontractor.

8. HIPAA Compliance

This section of this Exhibit is the Business Associate Agreement required by HIPAA. The Contractor is a "Business Associate" of HCA as defined in the HIPAA Rules. The Work Order will identify if the Contractor is a "Business Associate" of HCA as defined in the HIPAA Rules.

- 8.1. **HIPAA Point of Contact.** The point of contact for the Receiving Party for all required HIPAA-related reporting and notification communications from this Section 8 *HIPAA Compliance* and all required Data breach notification communications from Section 9 *Data Breach Notification*, is:
- 8.2. **Compliance.** Business Associate must perform all DSA duties, activities and tasks in compliance with HIPAA, the HIPAA Rules, and all attendant regulations as promulgated by the U.S. Department of Health and Human Services, Office for Civil Rights, as applicable.
- 8.3. **Use and Disclosure of PHI.** Business Associate is limited to the following permitted and required uses or disclosures of PHI:
 - 8.3.1. **Duty to Protect PHI.** Business Associate must protect PHI from, and will use appropriate safeguards, and comply with Subpart C of 45 CFR Part 164 (Security Standards for the Protection of Electronic Protected Health Information) with respect to ePHI, to prevent the unauthorized Use or disclosure of PHI for as long as the PHI is within its possession and control, even after the termination or expiration of this DSA.
 - 8.3.2. **Minimum Necessary Standard.** Business Associate will apply the HIPAA Minimum Necessary standard to any Use or disclosure of PHI necessary to achieve the purposes of this DSA. See 45 CFR 164.514 (d)(2) through (d)(5).
 - 8.3.3. **Disclosure as Part of the Provision of Services.** Business Associate will only Use or disclose PHI as necessary to perform the services specified in this DSA or as required by law, and will not Use or disclose such PHI in any manner that would violate Subpart E of 45 CFR Part 164 (Privacy of Individually Identifiable Health Information) if done by Covered Entity, except for the specific uses and disclosures set forth below.
 - 8.3.4. **Use for Proper Management and Administration.** Business Associate may Use PHI for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate.
 - 8.3.5. **Disclosure for Proper Management and Administration.** Business Associate may disclose PHI for the proper management and administration of Business Associate, subject to HCA approval, or to carry out the legal responsibilities of the Business Associate, provided the disclosures are required by law, or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that the information will remain confidential and used or further disclosed only as required by law or for the purposes for which it was disclosed to the person, and the person notifies

the Business Associate of any instances of which it is aware in which the confidentiality of the information has been Breached.

- 8.3.6. Impermissible Use or Disclosure of PHI. Business Associate must report to the contact identified in Subsection 8.1 in writing all Uses or disclosures of PHI not provided for by this DSA within five (5) business days of becoming aware of the unauthorized Use or disclosure of PHI, including Breaches of unsecured PHI as required at 45 CFR 164.410 (Notification by a Business Associate), as well as any Security Incident of which it becomes aware. Upon request by HCA, Business Associate will mitigate, to the extent practicable, any harmful effect resulting from the impermissible Use or disclosure.
- 8.3.7. Failure to Cure. If HCA learns of a pattern or practice of the Business Associate that constitutes a violation of the Business Associate's obligations under the terms of this DSA and reasonable steps by the Business Associate do not end the violation, HCA may terminate this DSA, if feasible. In addition, If Business Associate learns of a pattern or practice of its Subcontractors that constitutes a violation of the Business Associate's obligations under the terms of their contract and reasonable steps by the Business Associate do not end the violation, Business Associate must terminate the Subcontract, if feasible.
- 8.3.8. Consent to Audit. Business Associate must give reasonable access to PHI, its internal practices, records, books, documents, electronic data and/or all other business information received from, or created or received by Business Associate on behalf of HCA, to the Secretary of DHHS and/or to HCA for use in determining compliance with HIPAA privacy requirements.
- 8.3.9. Obligations of Business Associate Upon Expiration or Termination. Upon expiration or termination of this DSA for any reason, with respect to PHI received from HCA, or created, maintained, or received by Business Associate, or any Subcontractors, on behalf of HCA, Business Associate must:
 - a. Retain only that PHI which is necessary for Business Associate to continue its proper management and administration or to carry out its legal responsibilities;
 - b. Return to HCA or destroy the remaining PHI that the Business Associate or any Subcontractors still maintain in any form;
 - c. Continue to use appropriate safeguards and comply with Subpart C of 45 CFR Part 164 (Security Standards for the Protection of Electronic Protected Health Information) with respect to Electronic Protected Health Information to prevent Use or disclosure of the PHI, other than as provided for in this Section, for as long as Business Associate or any Subcontractors retain the PHI;
 - d. Not Use or disclose the PHI retained by Business Associate or any Subcontractors other than for the purposes for which such PHI was retained and subject to the same conditions set out in Subsection 8.3 Use and Disclosure of PHI that applied prior to termination; and
 - e. Return to HCA or destroy the PHI retained by Business Associate, or any Subcontractors, when it is no longer needed by Business Associate for its proper management and administration or to carry out its legal responsibilities.

8.3.10. Survival. The obligations of the Business Associate under this section will survive the termination or expiration of this DSA.

8.4. Individual Rights.

8.4.1. Accounting of Disclosures.

- a. Business Associate will document all disclosures, except those disclosures that are exempt under 45 CFR 164.528, of PHI and information related to such disclosures.
- b. Within ten (10) business days of a request from HCA, Business Associate will make available to HCA the information in Business Associate's possession that is necessary for HCA to respond in a timely manner to a request for an accounting of disclosures of PHI by the Business Associate. See 45 CFR 164.504(e)(2)(ii)(G) and 164.528(b)(1).
- c. At the request of HCA or in response to a request made directly to the Business Associate by an Individual, Business Associate will respond, in a timely manner and in accordance with HIPAA and the HIPAA Rules, to requests by Individuals for an accounting of disclosures of PHI.
- d. Business Associate record keeping procedures will be sufficient to respond to a request for an accounting under this section for the six (6) years prior to the date on which the accounting was requested.

8.4.2. Access

- a. Business Associate will make available PHI that it holds that is part of a Designated Record Set when requested by HCA or the Individual as necessary to satisfy HCA's obligations under 45 CFR 164.524 (Access of Individuals to Protected Health Information).
- b. When the request is made by the Individual to the Business Associate or if HCA ask the Business Associate to respond to a request, the Business Associate must comply with requirements in 45 CFR 164.524 (Access of Individuals to Protected Health Information) on form, time and manner of access. When the request is made by HCA, the Business Associate will provide the records to HCA within ten (10) business days.

8.4.3. Amendment.

- a. If HCA amends, in whole or in part, a record or PHI contained in an Individual's Designated Record Set and HCA has previously provided the PHI or record that is the subject of the amendment to Business Associate, then HCA will inform Business Associate of the amendment pursuant to 45 CFR 164.526(c)(3) (Amendment of Protected Health Information).

- b. Business Associate will make any amendments to PHI in a Designated Record Set as directed by HCA or as necessary to satisfy HCA's obligations under 45 CFR 164.526 (Amendment of Protected Health Information).

- 8.5. **Subcontracts and other Third Party Agreements.** In accordance with 45 CFR 164.502(e)(1)(ii), 164.504(e)(1)(i), and 164.308(b)(2), Business Associate must ensure that any agents, Subcontractors, independent contractors or other third parties that create, receive, maintain, or transmit PHI on Business Associate's behalf, enter into a written contract that contains the same terms, restrictions, requirements, and conditions as the HIPAA compliance provisions in this Contract with respect to such PHI. The same provisions must also be included in any contracts by a Business Associate's Subcontractor with its own business associates as required by 45 CFR 164.314(a)(2)(b) and 164.504(e)(5).
- 8.6. **Obligations.** To the extent the Business Associate is to carry out one or more of HCA's obligation(s) under Subpart E of 45 CFR Part 164 (Privacy of Individually Identifiable Health Information), Business Associate must comply with all requirements that would apply to HCA in the performance of such obligation(s).
- 8.7. **Liability.** Within ten (10) business days, Business Associate must notify the contact identified in Subsection 8.1 of any complaint, enforcement or compliance action initiated by the Office for Civil Rights based on an allegation of violation of the HIPAA Rules and must inform HCA of the outcome of that action. Business Associate bears all responsibility for any penalties, fines or sanctions imposed against the Business Associate for violations of the HIPAA Rules and for any imposed against its Subcontractors or agents for which it is found liable.
- 8.8. **Breach Notification.**
 - 8.8.1. In the event of a Breach of unsecured PHI or disclosure that compromises the privacy or security of PHI obtained from HCA or involving HCA clients, Business Associate will take all measures required by state or federal law.
 - 8.8.2. Section 9, below, contains the Breach Notification terms.
- 8.9. **Miscellaneous Provisions.**
 - 8.9.1. **Regulatory References.** A reference in this DSA to a section in the HIPAA Rules means the section as in effect or amended.
 - 8.9.2. **Interpretation.** Any ambiguity in this DSA will be interpreted to permit compliance with the HIPAA Rules.

9. Data Breach Notification

- 9.1. The Breach or potential compromise of Data must be reported to the HCA Privacy Officer at PrivacyOfficer@hca.wa.gov within 2 business days of discovery. If the Contractor does not have full details, it will report what information it has, and provide full details within 15 business days of discovery. To the extent possible, these reports must include the following:

- 9.1.1. The identification of each individual whose PHI has been or may have been improperly accessed, acquired, used, or disclosed;
- 9.1.2. The nature of the unauthorized use or disclosure, including a brief description of what happened, the date of the event(s), and the date of discovery;
- 9.1.3. A description of the types of PHI involved;
- 9.1.4. The investigative and remedial actions the Contractor or its Subcontractor took or will take to prevent and mitigate harmful effects, and protect against recurrence;
- 9.1.5. Any details necessary for a determination of the potential harm to individuals whose PHI is believed to have been used or disclosed and the steps those individuals should take to protect themselves; and
- 9.1.6. Any other information HCA reasonably requests.
- 9.2. The Contractor must take actions to mitigate the risk of loss and comply with any notification or other requirements imposed by law or HCA including but not limited to 45 C.F.R. Part 164, Subpart D; RCW 42.56.590; RCW 19.255.010; or WAC 284-04-625.
- 9.3. If notification of the Breach or possible Breach must, in the judgement of HCA, be made under the HIPAA Breach Notification Rule, or RCW 42.56.590 or RCW 19.255.010, or other law or rule, then:
 - 9.3.1. HCA may choose to make any required notifications to the individuals, to the U.S. Department of Health and Human Services (DHHS) Secretary, and to the media, or direct Contractor to make them or any of them.
 - 9.3.2. In any case, Contractor will pay the reasonable costs of notification to individuals, media, and governmental agencies and of other actions HCA reasonably considers appropriate to protect HCA clients, such as paying for regular credit watches in some cases.
 - 9.3.3. To the extent allowed by Washington State law, Contractor will compensate HCA clients for harms caused to them by any Breach caused by Contractor or Contractor's subcontractors, agents, or employees.
- 9.4. Any breach of this clause may result in termination of the Contractor and the demand for return or disposition, as described in Section 5.3, of all Confidential Information.
- 9.5. Contractor's obligations regarding Breach notification survive the termination of this Contract and continue for as long as Contractor maintains the Confidential Information and for any Breach at any time.

10. Inspection

HCA reserves the right to monitor, audit, or investigate compliance with this Contract in regards to the Personal Information and PHI of individuals collected, used, or acquired by Contractor during the term of this Contract and for six (6) years following termination or expiration of this Contract. HCA will have access to Contractor's records

and place of business for this purpose. All HCA representatives conducting onsite audits of Contractor agree to keep confidential any patient-identifiable information which may be reviewed during the course of any site visit or audit.

11. Indemnification for Unauthorized Use or Release

To the extent allowed by Washington State law, the Contractor must indemnify and hold HCA and its employees harmless from any damages related to the Contractor's or Subcontractor's unauthorized use or release of Personal Information or PHI of individuals.

12. Privacy Breach Response Coverage. For the term of this Contract and 3 years following its termination or expiration, Contractor must maintain insurance or self-insurance equivalent, to cover costs incurred in connection with a security incident, privacy Breach, or potential compromise of data, including:

- 12.1. Computer forensics assistance to assess the impact of a Data Breach, determine root cause, and help determine whether and the extent to which notification must be provided to comply with Breach notification laws;
- 12.2. Notification and call center services for individuals affected by a security incident, or privacy Breach;
- 12.3. Breach resolution and mitigation services for individuals affected by a security incident or privacy Breach, including fraud prevention, credit monitoring, and identity theft assistance; and
- 12.4. Regulatory defense, fines, and penalties from any claim in the form of a regulatory proceeding resulting from a violation of any applicable privacy or security law(s) or regulation(s).

Attachment 2

Confidential Information Security Requirements

1. Definitions

In addition to the definitions set out in Section 1 of Attachment 1, the definitions below apply to this Attachment.

- a. “Hardened Password” means a string of characters containing at least three of the following character classes: upper case letters; lower case letters; numerals; and special characters, such as an asterisk, ampersand or exclamation point.
 - i. Passwords for external authentication must be a minimum of 10 characters long.
 - ii. Passwords for internal authentication must be a minimum of 8 characters long.
 - iii. Passwords used for system service or service accounts must be a minimum of 20 characters long.
- b. “Portable/Removable Media” means any Data storage device that can be detached or removed from a computer and transported, including but not limited to: optical media (e.g. CDs, DVDs); USB drives; or flash media (e.g. CompactFlash, SD, MMC).
- c. “Portable/Removable Devices” means any small computing device that can be transported, including but not limited to: handhelds/PDAs/Smartphones; Ultramobile PC’s, flash memory devices (e.g. USB flash drives, personal media players); and laptops/notebook/tablet computers. If used to store Confidential Information, devices should be Federal Information Processing Standards (FIPS) Level 2 compliant.
- d. “Secured Area” means an area to which only Authorized Users have access. Secured Areas may include buildings, rooms, or locked storage containers (such as a filing cabinet) within a room, as long as access to the Confidential Information is not available to unauthorized personnel.
- e. “Transmitting” means the transferring of data electronically, such as via email, SFTP, webservices, AWS Snowball, etc.
- f. “Trusted System(s)” means the following methods of physical delivery: (1) hand-delivery by a person authorized to have access to the Confidential Information with written acknowledgement of receipt; (2) United States Postal Service (“USPS”) first class mail, or USPS delivery services that include Tracking, such as Certified Mail, Express Mail or Registered Mail; (3) commercial delivery services (e.g. FedEx, UPS, DHL) which offer tracking and receipt confirmation; and (4) the Washington State Campus mail system. For electronic transmission, the Washington State Governmental Network (SGN) is a Trusted System for communications within that Network.
- g. “Unique User ID” means a string of characters that identifies a specific user and which, in conjunction with a password, passphrase, or other mechanism, authenticates a user to an information system.

2. Confidential Information Transmitting

- a. When transmitting HCA's Confidential Information electronically, including via email, the Data must be encrypted using NIST 800-series approved algorithms (<http://csrc.nist.gov/publications/PubsSPs.html>). This includes transmission over the public internet.
- b. When transmitting HCA's Confidential Information via paper documents, the Receiving Party must use a Trusted System.

3. Protection of Confidential Information

The Contractor agrees to store Confidential Information as described:

a. Data at Rest:

- i. Data will be encrypted with NIST 800-series approved algorithms. Encryption keys will be stored and protected independently of the data. Access to the Data will be restricted to Authorized Users through the use of access control lists, a Unique User ID, and a Hardened Password, or other authentication mechanisms which provide equal or greater security, such as biometrics or smart cards. Systems which contain or provide access to Confidential Information must be located in an area that is accessible only to authorized personnel, with access controlled through use of a key, card key, combination lock, or comparable mechanism.
- ii. Data stored on Portable/Removable Media or Devices:
 - Confidential Information provided by HCA on Removable Media will be encrypted with NIST 800-series approved algorithms. Encryption keys will be stored and protected independently of the Data.
 - HCA's data must not be stored by the Receiving Party on Portable Devices or Media unless specifically authorized within the Data Share Agreement. If so authorized, the Receiving Party must protect the Data by:
 1. Encrypting with NIST 800-series approved algorithms. Encryption keys will be stored and protected independently of the data;
 2. Control access to the devices with a Unique User ID and Hardened Password or stronger authentication method such as a physical token or biometrics;
 3. Keeping devices in locked storage when not in use;
 4. Using check-in/check-out procedures when devices are shared;
 5. Maintain an inventory of devices; and
 6. Ensure that when being transported outside of a Secured Area, all devices with Data are under the physical control of an Authorized User.

- b. Paper documents. Any paper records containing Confidential Information must be protected by storing the records in a Secured Area that is accessible only to authorized personnel. When not in use, such records must be stored in a locked container, such as a file cabinet, locking drawer, or safe, to which only authorized persons have access.

4. Confidential Information Segregation

HCA Confidential Information received under this Contract must be segregated or otherwise distinguishable from non-HCA data. This is to ensure that when no longer needed by the Contractor, all HCA Confidential Information can be identified for return or destruction. It also aids in determining whether HCA Confidential Information has or may have been compromised in the event of a security Breach.

- a. The HCA Confidential Information must be kept in one of the following ways:
 - i. on media (e.g. hard disk, optical disc, tape, etc.) which will contain only HCA Data; or
 - ii. in a logical container on electronic media, such as a partition or folder dedicated to HCA's Data; or
 - iii. in a database that will contain only HCA Data; or
 - iv. within a database and will be distinguishable from non-HCA Data by the value of a specific field or fields within database records; or
 - v. when stored as physical paper documents, physically segregated from non-HCA Data in a drawer, folder, or other container.
- b. When it is not feasible or practical to segregate HCA Confidential Information from non-HCA data, then both the HCA Confidential Information and the non-HCA data with which it is commingled must be protected as described in this Attachment.

5. Confidential Information Shared with Subcontractors

If HCA Confidential Information provided under this Contract is to be shared with a Subcontractor, the contract with the Subcontractor must include all of the Confidential Information Security Requirements.

6. Confidential Information Disposition

When the Confidential Information is no longer needed, except as noted below, the Confidential Information must be returned to HCA or destroyed. Media are to be destroyed using a method documented within NIST 800-88 (<http://csrc.nist.gov/publications/PubsSPs.html>).

- a. For HCA's Confidential Information stored on network disks, deleting unneeded Confidential Information is sufficient as long as the disks remain in a Secured Area and otherwise meet the requirements listed in Section 3, above. Destruction of the Confidential Information as outlined in this section of this Attachment may be deferred until the disks are retired, replaced, or otherwise taken out of the Secured Area.

Attachment 3: User Agreement on Non-Disclosure of Confidential Information

Your organization has entered into a Contract with the state of Washington Health Care Authority (HCA) that will allow you access to data and records that are deemed Confidential Information as defined below. Prior to accessing this Confidential Information you must sign this *User Agreement on Non-Disclosure of Confidential Information*.

Confidential Information

“Confidential Information” means information that is exempt from disclosure to the public or other unauthorized persons under Chapter 42.56 RCW or other federal or state laws. Confidential Information includes, but is not limited to, Protected Health Information and Personal Information. For purposes of the pertinent Contract, Confidential Information means the same as “Data.”

“Protected Health Information” means information that relates to: the provision of health care to an individual; the past, present, or future physical or mental health or condition of an individual; or the past, present or future payment for provision of health care to an individual and includes demographic information that identifies the individual or can be used to identify the individual.

“Personal Information” means information identifiable to any person, including, but not limited to, information that relates to a person’s name, health, finances, education, business, use or receipt of governmental services or other activities, addresses, telephone numbers, social security numbers, driver license numbers, credit card numbers, any other identifying numbers, and any financial identifiers.

Regulatory Requirements and Penalties

State laws (including, but not limited to, RCW 74.04.060, RCW 74.34.095, and RCW 70.02.020) and federal regulations (including, but not limited to, HIPAA Privacy and Security Rules, 45 CFR Part 160 and Part 164; Confidentiality of Alcohol and Drug Abuse Patient Records, 42 CFR, Part 2; and Safeguarding Information on Applicants and Beneficiaries, 42 CFR Part 431, Subpart F) prohibit unauthorized access, use, or disclosure of Confidential Information. Violation of these laws may result in criminal or civil penalties or fines.

User Assurance of Confidentiality

In consideration for HCA granting me access to the Confidential Information that is the subject of this Agreement, I agree that I:

1. Will access, use, and disclose Confidential Information only in accordance with the terms of this Agreement and consistent with applicable statutes, regulations, and policies.
2. Have an authorized business requirement to access and use the Confidential Information.
3. Will not use or disclose any Confidential Information gained by reason of this Agreement for any commercial or personal purpose, or any other purpose that is not directly connected with this Agreement.
4. Will not use my access to look up or view information about family members, friends, the relatives or friends of other employees, or any persons who are not directly related to my assigned job duties.
5. Will not discuss Confidential Information in public spaces in a manner in which unauthorized individuals could overhear and will not discuss Confidential Information with unauthorized individuals, including spouses, domestic partners, family members, or friends.
6. Will protect all Confidential Information against unauthorized use, access, disclosure, or loss by employing reasonable security measures, including physically securing any computers, documents, or other media containing Confidential Information and viewing Confidential Information only on secure workstations in non-public areas.
7. Will not make copies of Confidential Information, or print system screens unless necessary to perform my assigned job duties and will not transfer any Confidential Information to a portable electronic device or medium, or remove Confidential Information on a portable device or medium from facility premises, unless the information is encrypted and I have obtained prior permission from my supervisor.
8. Will access, use or disclose only the “minimum necessary” Confidential Information required to perform my assigned job duties.
9. Will not distribute, transfer, or otherwise share any software with anyone.
10. Will forward any requests that I may receive to disclose Confidential Information to my supervisor for resolution and will immediately inform my supervisor of any actual or potential security breaches involving Confidential Information, or of any access to or use of Confidential Information by unauthorized users.
11. Understand at any time, HCA may audit, investigate, monitor, access, and disclose information about my use of the Confidential Information and that my intentional or unintentional violation of the terms of this Agreement may result in revocation of privileges to access the Confidential Information, disciplinary actions against me, or possible civil or criminal penalties or fines.
12. Understand that my assurance of confidentiality and these requirements will continue and do not cease at the time I terminate my relationship with my employer.

Signature

Print User’s Name

User Signature

Date

Attachment 2
UW Research Subaward Agreement
Special Terms and Conditions

1) Subcontractor Insurance and Proof of Coverage. Subcontractor agrees to maintain during the term of this Agreement comprehensive general liability and professional insurance coverage with limits of not less than \$1 million per occurrence and \$3 million annual aggregate (or an equivalent program of self-insurance satisfactory to UW). Upon UW's request, Subcontractor will provide UW proof of insurance or loss coverage required under the terms of this Agreement. In addition, Subcontractor agrees to notify UW in writing in the event of a material modification or change in such coverage.

2) Governing Law, Jurisdiction and Venue. This Subaward shall be governed by and enforced according to the laws of the State of Washington and the United States, without giving effect to its or any other jurisdiction's choice of law provisions. The Superior Court of Washington for King County shall have exclusive jurisdiction and venue of all disputes arising under this Agreement, except that in any case where the courts of the United States shall have exclusive jurisdiction over the subject matter of the dispute, the United States District Court for the Western District of Washington, Seattle division, shall have exclusive jurisdiction and venue.

3) Responsibility. Each Party shall be responsible for its negligent acts or omissions and the negligent acts or omission of its employees, officers, or director's, to the extent allowed by law.

4) Limitation of Damages. In no event shall either party be liable to the other party for any claims by the other party for indirect, incidental, consequential, special, punitive, or exemplary damages, including lost profits, arising or alleged to arise from this Agreement, its breach, or the transactions contemplated herein, however caused, under any theory of liability.

5) Copyrights. Subcontractor ___ grants / X shall grant (check one) to UW an irrevocable, royalty-free, non-transferable, non-exclusive right and license to use, reproduce, make derivative works, display, and perform publicly any copyrights or copyrighted material (including any computer software and its documentation and/or databases) first developed and delivered under this Subaward Agreement solely for the purpose of and only to the extent required to meet UW's obligations under UW's Prime Award.

6) Data Rights. Subcontractor grants to UW the right to use data created by Subcontractor in the performance of this Subaward Agreement solely for the purpose of and only to the extent required to meet UW's obligations under UW's Prime Award.

7) Automatic Carry Forward: ☐ Yes ☒ No

(If No, Carry Forward requests must be sent to UW's Administrative and Principal Investigator contact, as shown in Attachment 3A).

Attachment 3A

Research Subaward Agreement

Subaward Number:

UWSC14263

Pass-through Entity Contacts**Pass-through Entity**

Name: University of Washington

Address: 4333 Brooklyn Ave NE
Box 359472

City: Seattle

State:

Zip Code: 98195-9742

Pass-through Entity's Administrative Contact

Name: Deborah Fishler

Address: Office of Sponsored Programs
4333 Brooklyn Ave NE
Box 359472

City: Seattle

State: WA

Zip Code: 98195-9742

Telephone: (206) 616-7289

Fax:

E-mail: fdeborah@uw.edu

Pass-through Entity's Principal Investigator

Name: Caleb Banta-Green

Address: School of Medicine
University of Washington
Box 356560

City: Seattle

State: WA

Zip Code: 98195-6560

Telephone: +1 (206) 685-3919

Fax:

E-mail: calebbg@uw.edu

Pass-through Entity's Financial Contact

Name: Austin Campbell

Address: School of Medicine
University of Washington
Box 356560

City: Seattle

State: WA

Zip Code: 98195-6560

Telephone: not available

Fax:

E-mail: austinem@uw.edu

Pass-through Entity's Authorized Official

Name: Director

Address: Office of Sponsored Programs
4333 Brooklyn Ave NE
Box 359472

City: Seattle

State: WA

Zip Code: 98195-9742

Telephone: (206) 543-4043

Fax:

E-mail: ospsubs@uw.edu

Attachment 3B
Research Subaward Agreement
Subcontractor Contacts

Subaward Number:
UWSC14263

Subcontractor Place of Performance

Name: _____

Address: _____

City: _____ State: _____

EIN No.: _____ Institution Type: _____

Is Subcontractor currently registered in SAM.gov? ☐ Yes ☐ No

Zip Code + 4:
(Look up)

DUNS No.: _____ UEI (Unique Entity Identifier): _____

Congressional District: _____ Congressional District: _____

Subcontractor Administrative Contact

Name: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Telephone: _____ Fax: _____

E-mail: _____

Subcontractor Principal Investigator (PI)

Name: _____

Address: _____

City: _____ State: _____

Zip Code + 4: _____

Telephone: _____ Fax: _____

E-mail: _____

Subcontractor Financial Contact

Name: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Telephone: _____ Fax: _____

E-mail: _____

Subcontractor Authorized Official

Name: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Telephone: _____ Fax: _____

E-mail: _____

Attachment 4
Research Subaward Agreement
Reporting Requirements

Prime Recipient will check all that apply that the Subcontractor will agree to:

- ☒ A Final technical/progress report will be submitted to the Prime Recipient's Principal Investigator identified in Attachment 3 within 60 days after the end of the period of performance.
- ☐ Monthly technical/progress reports will be submitted to the Prime Recipient's Financial Contact identified in Attachment 3, within 15 days of the end of the month.
- ☐ Quarterly technical/progress reports will be submitted within thirty (30) days after the end of each project quarter to the Prime Recipient's Administrative Contact identified in Attachment 3.
- ☒ Technical/progress reports on the project as may be required by Prime Recipient's Principal Investigator in order that Prime Recipient may be able to satisfy its reporting obligations to the Awarding Agency.
- ☐ Annual technical /progress reports will be submitted within 90 days prior to the end of each project period to the Prime Recipient's Principal Investigator identified in Attachment 3. Such report shall also include a detailed budget for the next budget period, updated Other Support for key personnel, certification of appropriate education in the conduct of human subject research of any new key personnel, and annual IRB or IACUC approval, if applicable.
- ☐ In accordance with 37 CFR 401.14, Subrecipient agrees to notify UW's Principal Investigator identified in Attachment 3A within 30 days after Subcontractor's inventor discloses invention(s) in writing to Subcontractor's personnel responsible for patent matters. The Subcontractor will submit a final invention report using Awarding Agency specific forms to the UW's Principal Investigator identified in Attachment 3A within 60 days of the end of the period of performance so that it may be included with the UW's final invention report to the Awarding Agency. A negative report ☐ is ☐ is not required.
- ☐ A Certification of Completion, in accordance with 2 CFR 200.201(b)(3), will be submitted within 90 days after the end of the project period to the Prime Recipient's Administrative Contact identified in Attachment 3 (for Fixed Price subawards only.)
- ☐ Property Inventory Report; frequency, type, and submission instructions listed here and only to be used when required by UW Award

Other Special Reporting Requirements

ATTACHMENT 5
Research Subaward Agreement
STATEMENT OF WORK

If award is FFATA eligible and SOW exceeds 4000 characters, include a *Subcontractor Federal Award Project Description*

The Addictions, Drug & Alcohol Institute (ADAI) at the University of WA has been funded by the WA State Health Care Authority to develop, implement, and evaluate a Community Drug Checking Network (CDCN) in WA State. The goal of this network is to document details about the illicit drug supply in Washington State to inform actions of individuals, harm reduction programs, community providers, and public health entities to prevent overdose deaths.

Drug checking best practice combines use of both Fourier-transform infrared spectroscopy (FTIR) and fentanyl test strips to allow for fast, real-time qualitative analysis of drugs for the presence of fentanyl, other drugs, adulterants, and contaminants. After point-of-care results are given to participants, samples will be sent for confirmatory testing at a toxicology laboratory. Confirmed results will be aggregated and disseminated on a website developed by ADAI in collaboration with participating sites and people with lived/living experience. Input and ideas from program participants will be actively solicited and integrated into all phases of project planning, implementation, and evaluation.

Project term: (Year 1: October 1, 2022 – June 30, 2023; Year 2: July 1, 2023 – June 30, 2024)

As part of the Community Drug Checking Network, each contracted organization will:

1. In collaboration with ADAI, establish and maintain comprehensive drug checking services (DCS) and ensure that DCS are integrated within existing harm reduction services.
2. Hire a Drug Checking Technician (DCT) to conduct drug testing and coordinate project activities at the site(s) and in collaboration with ADAI and other CDCN contracted organizations. The DCT will also facilitate ongoing dialog and input from people who use drugs and other community stakeholders. Contracted organizations will ensure the DCT participates in all online and in-person trainings coordinated by ADAI. Contracted organizations may, upon approval of ADAI, add other relevant trainings to the DCT's required training list.
3. Develop and implement a process to solicit and incorporate participant input into the design, implementation, information dissemination, and evaluation of DCS.
4. Adhere to comprehensive guidelines and protocols (to be to:
 - Promote and communicate with program participants about the availability of drug checking services.
 - Properly receive drug samples from participants, test samples with the FTIR machine, analyze results, and communicate those results to the participants.
 - Perform auxiliary testing with fentanyl and/or benzodiazepine test strips, as indicated in guidelines.
 - Follow talking points when communicating results and harm reduction messages to participants.
 - Return tested materials to participants.
 - Package and ship a designated percentage of samples to a laboratory for confirmatory testing.
 - Keep FTIR machine and all supplies in locked areas when not in use.
 - Maintain cleanliness of testing area and FTIR machine and properly dispose of all testing materials.
5. Use project templates and databases to collect, compile, and submit to ADAI data on:

ATTACHMENT 5
Research Subaward Agreement
STATEMENT OF WORK

If award is FFATA eligible and SOW exceeds 4000 characters, include a *Subcontractor Federal Award Project Description*

- Participant demographics (to be determined)
 - Test sample characteristics (e.g., appearance, sold as, prior experiences with drug)
 - FTIR and fentanyl test strip results
 - Test samples sent for confirmatory testing and results of testing
6. Conduct anonymous surveys (developed with ADAI and CDCN sites) with 10 participants each quarter about their experiences using the DCS.
 7. In January 2023 and February 2023, test a minimum of 40 samples (20 samples per month x 2 months) and send 100 percent of samples for confirmatory testing.
 8. Between March 2023 and June 2023, test a minimum of 240 samples (60 samples per month x 4 months) and send 20 percent of samples for confirmatory testing.
 9. Participate in trainings, technical assistance meetings, and coordination with CDCN sites and ADAI.
 10. Meet monthly with ADAI and CDCN sites to discuss project implementation and problem-solving.
 11. Document and submit a Monthly Report to ADAI on the following items:
 - Number of individuals using DCS.
 - Number and characteristics of samples tested per site at each contracted organization and preliminary results.
 - Number of samples sent for confirmatory testing and results (lagged turnaround).
 - Summary of barriers encountered and efforts to overcome the barrier(s).
 12. Coordinate with ADAI on other related data gathering and dissemination activities as mutually agreed upon.

ATTACHMENT 5**Research Subaward Agreement****Fixed Rate Budget**

SFY2023 Deliverables (10/1/22-6/30/23)	Due Date	Payment
1. Hire a Drug Checking Technician (DCT)	November 30, 2022	\$1,000
2. Complete required DCT training	January 15, 2023	\$2,000
3. Test at least 20 samples per month in January and February 2023. (40 samples minimum)	Last day of each month	\$200/sample x 20 samples x 2 mo = \$8,000max
4. Test at least 60 samples per month from March through June 2023. (240 samples minimum)	Last day of each month	\$200/sample x 60 samples x 4 mo = \$48,000 max
5. Benchmark for testing 280 total samples	June 30, 2023	\$696
6. Conduct 10 participant surveys each quarter	December 30, 2022 March 30, 2023 June 30, 2023	\$1,000/quarter x 3 qtrs = \$3,000
7. Submit monthly report	10 th of the following month	\$1,000/month x 9 months = \$9,000 max
8. Meet monthly with CDCN project team	Monthly	\$1,000/month x 9 months = \$9,000 max



AGENDA ITEM SUMMARY

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

JAN 30 2023

Department: Health and Human Services

WORK SESSION ☒ Meeting Date: January 30, 2023

REGULAR AGENDA ☒ Meeting Date: February 7, 2023

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

Item summary:

- ☐ Call for Hearing ☒ Contract/Agreement/MOU - Contract # 11301-22-CONCON, Amendment#10
- ☐ Resolution ☐ Proclamation ☐ Budget Item
- ☐ Draft Ordinance ☐ Final Ordinance ☐ Other

Documents exempt from public disclosure attached: ☐

Executive summary:

Attached is Consolidated Contract Amendment #10 between Department of Health and Clallam County Health and Human Services. As modified, this amendment changes the following programs:

- Injury & Violence Prevention Overdose to Action to add \$129,489;
- NEP PIC NTA Phased 2 revision to statement of work;
- Immunization COVID-19 Vaccine revision to statement of work;
- WIC Nutrition Program in the amount of \$225,651 (Currently in budget).

For a maximum consideration of \$380,983.

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?** ☐ Supplemental Appropriation for \$129,489 will be reviewed by the BOCC on February 28, 2023.

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

County Official signature & print name:  Kevin LoPiccolo

Name of Employee/Stakeholder attending meeting: Kevin LoPiccolo

Relevant Departments: Health and Human Services

Date submitted: January 25, 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)

**CLALLAM COUNTY HEALTH & HUMAN SERVICES
2022-2024 CONSOLIDATED CONTRACT**

CONTRACT NUMBER: CLH31005

AMENDMENT NUMBER: 10

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

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

1. Exhibit A Statements of Work, includes the following statements of work, which are incorporated by this reference and located on the DOH Finance SharePoint site in the Upload Center at the following URL:
<https://stateofwa.sharepoint.com/sites/doh-ofsfundingresources/sitepages/home.aspx?e1:9a94688da2d94d3ca80ac7fbc32e4d7c>

☐ Adds Statements of Work for the following programs:

☒ Amends Statements of Work for the following programs:

Injury & Violence Prevention Overdose Data to Action - Effective September 1, 2022
NEP PIC NTA 0153 Enhanced Phase 2 - Effective January 1, 2022
Office of Immunization COVID-19 Vaccine - Effective January 1, 2022
WIC Nutrition Program - Effective January 1, 2022

☐ Deletes Statements of Work for the following programs:

2. Exhibit B-10 Allocations, attached and incorporated by this reference, amends and replaces Exhibit B-9 Allocations as follows:

☒ Increase of \$380,983 for a revised maximum consideration of \$4,504,203.

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

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

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

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

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

CLALLAM COUNTY HEALTH & HUMAN SERVICES	STATE OF WASHINGTON DEPARTMENT OF HEALTH
Signature:	Signature:
Date:	Date:

APPROVED AS TO FORM ONLY
Assistant Attorney General

**EXHIBIT B-10
ALLOCATIONS**
Contract Term: 2022-2024

Chart of Accounts Program Title	Federal Award Identification #	Amend #	Assist List #*	BARS Revenue Code**	Statement of Work LHIJ Funding Period		DOH Use Only Chart of Accounts Funding Period		Amount	Funding Period SubTotal	Chart of Accounts Total
					Start Date	End Date	Start Date	End Date			
FFY24 USDA WIC Client Svs Contracts	NGA Not Received	Amd 10	10.557	333.10.55	10/01/23	12/31/23	10/01/23	12/31/23	\$55,713	\$55,713	\$466,951
FFY23 USDA WIC Client Svs Contracts	NGA Not Received	Amd 10	10.557	333.10.55	10/01/22	09/30/23	10/01/22	09/30/23	\$167,138	\$227,463	
FFY23 USDA WIC Client Svs Contracts	NGA Not Received	Amd 1	10.557	333.10.55	10/01/22	09/30/23	10/01/22	09/30/23	\$60,325		
FFY22 USDA WIC Client Svs Contracts	7WA700WA7	Amd 1	10.557	333.10.55	01/01/22	09/30/22	10/01/21	09/30/22	\$183,775	\$183,775	
FFY23 USDA WIC Prog Mgmt CSS	NGA Not Received	Amd 10	10.557	333.10.57	01/01/23	09/30/23	10/01/22	09/30/23	\$2,800	\$2,800	\$2,800
FFY22 USDA FMNP Prog Mgmt	7WA810WA7	Amd 4	10.572	333.10.57	05/01/22	09/30/22	10/01/21	09/30/22	\$572	\$572	\$572
PS SSI 1-5 OSS Task 4	01J18001	Amd 2	66.123	333.66.12	01/01/22	05/31/22	07/01/17	06/30/23	\$36,970	\$36,970	\$36,970
PS SSI 1-5 PIC Task 4	01J18001	Amd 9	66.123	333.66.12	01/01/22	11/30/23	07/01/17	11/30/23	(\$44,131)	\$267,677	\$267,677
PS SSI 1-5 PIC Task 4	01J18001	Amd 2, 7	66.123	333.66.12	01/01/22	11/30/23	07/01/17	11/30/23	\$311,808		
FFY22 Swimming Beach Act Grant IAR (ECY)	NGA Not Received	Amd 2	66.472	333.66.47	03/01/22	10/31/22	01/01/22	11/30/22	\$6,500	\$6,500	\$6,500
FFY22 PHEP BP4 LHIJ Funding	NU90TP922043	Amd 7	93.069	333.93.06	07/01/22	06/30/23	07/01/22	06/30/23	\$58,979	\$58,979	\$114,661
FFY21 PHEP BP3 LHIJ Funding	NU90TP922043	Amd 4	93.069	333.93.06	01/01/22	06/30/22	07/01/21	06/30/22	\$32,090	\$55,682	
FFY21 PHEP BP3 LHIJ Funding	NU90TP922043	Amd 2	93.069	333.93.06	01/01/22	06/30/22	07/01/21	06/30/22	\$23,592		
FFY22 Overdose Data to Action Prev	NGA Not Received	Amd 10	93.136	333.93.13	09/01/22	08/31/23	09/01/22	08/31/23	\$155,332	\$249,749	\$393,691
FFY22 Overdose Data to Action Prev	NGA Not Received	Amd 9	93.136	333.93.13	09/01/22	08/31/23	09/01/22	08/31/23	\$7,417		
FFY22 Overdose Data to Action Prev	NGA Not Received	Amd 7	93.136	333.93.13	09/01/22	08/31/23	09/01/22	08/31/23	\$87,000		
FFY21 Overdose Data to Action Prev	NU17CE925007	Amd 4	93.136	333.93.13	01/01/22	08/31/22	09/01/21	08/31/22	\$34,252	\$143,942	
FFY21 Overdose Data to Action Prev	NU17CE925007	Amd 2	93.136	333.93.13	01/01/22	08/31/22	09/01/21	08/31/22	\$109,690		
COVID19 Vaccines	NH23IP922619	Amd 4	93.268	333.93.26	01/01/22	06/30/24	07/01/20	06/30/24	\$222,730	\$222,730	\$222,730
COVID19 Vaccines R4	NH23IP922619	Amd 1	93.268	333.93.26	01/01/22	06/30/24	07/01/20	06/30/24	\$359,803	\$359,803	\$359,803
FFY19 COVID CARES	NU50CK000515	Amd 2	93.323	333.93.32	01/01/22	04/22/22	04/23/20	07/31/24	\$9,372	\$9,372	\$9,372
FFY19 ELC COVID Ed LHIJ Allocation	NU50CK000515	Amd 2	93.323	333.93.32	01/01/22	10/18/22	05/19/20	10/18/22	\$68,654	\$68,654	\$68,654
FFY20 ELC EDE Care Coordination	NU50CK000515	Amd 7	93.323	333.93.32	01/16/22	09/30/22	01/15/21	07/31/23	\$40,704	\$122,111	\$122,111
FFY20 ELC EDE Care Coordination	NU50CK000515	Amd 2, 7	93.323	333.93.32	01/16/22	09/30/22	01/15/21	07/31/23	\$81,407		
FFY20 ELC EDE LHIJ Allocation	NU50CK000515	Amd 4, 9	93.323	333.93.32	01/01/22	07/31/23	01/15/21	07/31/24	(\$54,305)	\$436,445	\$436,445
FFY20 ELC EDE LHIJ Allocation	NU50CK000515	Amd 2, 9	93.323	333.93.32	01/01/22	07/31/23	01/15/21	07/31/24	\$490,750		
FFY22 Vector-borne T2&3 Epi ELC FPH	NGA Not Received	Amd 5	93.323	333.93.32	08/01/22	09/30/22	08/01/22	07/31/23	\$1,500	\$1,500	\$3,000
FFY21 Vector-borne T2&3 Epi ELC FPH	NU50CK000515	Amd 5	93.323	333.93.32	06/01/22	07/31/22	08/01/21	07/31/22	\$1,500	\$1,500	

Indirect Rate January 1, 2022 through December 31, 2022: 28.94%

Chart of Accounts Program Title	Federal Award Identification #	Amend #	Assist List #*	BARS Revenue Code**	Statement of Work LHI Funding Period		DOH Use Only Chart of Accounts Funding Period		Amount	Funding Period SubTotal	Chart of Accounts Total
					Start Date	End Date	Start Date	End Date			
FFY23 MCHBG LHJ Contracts	NGA Not Received	Amd 7	93.994	333.93.99	10/01/22	09/30/23	10/01/22	09/30/23	\$66,916	\$66,916	\$123,180
FFY22 MCHBG LHJ Contracts	B04MC45251	Amd 4	93.994	333.93.99	01/01/22	09/30/22	10/01/21	09/30/22	\$6,077	\$56,264	
FFY22 MCHBG LHJ Contracts	B04MC45251	Amd 1	93.994	333.93.99	01/01/22	09/30/22	10/01/21	09/30/22	\$50,187		
Rec Shellfish/Biotoxin		Amd 7	N/A	334.04.93	01/01/22	06/30/23	07/01/21	06/30/23	\$3,000	\$10,500	\$10,500
Rec Shellfish/Biotoxin		Amd 1	N/A	334.04.93	01/01/22	06/30/23	07/01/21	06/30/23	\$7,500		
Small Onsite Management (ALEA)		Amd 1	N/A	334.04.93	07/01/22	06/30/23	07/01/21	06/30/23	\$15,000	\$15,000	\$37,500
Small Onsite Management (ALEA)		Amd 1	N/A	334.04.93	01/01/22	06/30/22	07/01/21	06/30/23	\$22,500	\$22,500	
Wastewater Management-GFS		Amd 1	N/A	334.04.93	07/01/22	06/30/23	07/01/21	06/30/23	\$30,000	\$30,000	\$30,000
FPHS-LHJ-Proviso (YR2)		Amd 6	N/A	336.04.25	07/01/22	06/30/23	07/01/21	06/30/23	\$1,243,000	\$1,243,000	\$1,782,486
FPHS-LHJ-Proviso (YR2)		Amd 7	N/A	336.04.25	07/01/22	06/30/23	07/01/21	06/30/23	(\$690,000)	\$0	
FPHS-LHJ-Proviso (YR2)		Amd 1	N/A	336.04.25	07/01/22	06/30/23	07/01/21	06/30/23	\$690,000		
FPHS-LHJ-Proviso (YR1)		Amd 9	N/A	336.04.25	01/01/22	06/30/22	07/01/21	06/30/23	(\$150,514)	\$539,486	
FPHS-LHJ-Proviso (YR1)		Amd 1	N/A	336.04.25	01/01/22	06/30/22	07/01/21	06/30/23	\$690,000		
YR24 SRF - Local Asst (15%) (FO-SW) SS		Amd 7	N/A	346.26.64	01/01/22	12/31/22	07/01/21	06/30/23	(\$1,600)	\$3,800	\$3,800
YR24 SRF - Local Asst (15%) (FO-SW) SS		Amd 1	N/A	346.26.64	01/01/22	12/31/22	07/01/21	06/30/23	\$5,400		
Sanitary Survey Fees (FO-SW) SS-State		Amd 7	N/A	346.26.65	01/01/22	12/31/22	07/01/21	06/30/23	(\$1,600)	\$3,800	\$3,800
Sanitary Survey Fees (FO-SW) SS-State		Amd 1	N/A	346.26.65	01/01/22	12/31/22	07/01/21	06/30/23	\$5,400		
YR24 SRF - Local Asst (15%) (FO-SW) TA		Amd 1	N/A	346.26.66	01/01/22	12/31/22	07/01/21	06/30/23	\$1,000	\$1,000	\$1,000
TOTAL									\$4,504,203	\$4,504,203	
Total consideration:	\$4,123,220										
	\$380,983									GRAND TOTAL	\$4,504,203
GRAND TOTAL	\$4,504,203									Total Fed	\$2,635,117
										Total State	\$1,869,086

*Catalog of Federal Domestic Assistance

**Federal revenue codes begin with "333". State revenue codes begin with "334".

Exhibit A
Statement of Work
Contract Term: 2022-2024

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

Local Health Jurisdiction Name: Clallam County Health & Human Services

Contract Number: CLH31005

SOW Type: Revision Revision # (for this SOW) 2

Funding Source ☒ Federal Subrecipient ☐ State ☐ Other	Federal Compliance (check if applicable) ☒ FFATA (Transparency Act) ☐ Research & Development	Type of Payment ☒ Reimbursement ☐ Fixed Price
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Period of Performance: September 1, 2022 through August 31, 2023

Statement of Work Purpose: The purpose of this statement of work (SOW) is to add level funding for Overdose Data to Action (OD2A) Year 3 Supplement. Clallam County Health & Human Services (CCHHS) will support Strategy 5 - Integration of State and Local Prevention Efforts, Strategy 6 - Establishing Linkages to Care, and Strategy 9 - Empowering Individuals to Make Safer Choices.

Revision Purpose: The purpose of this revision is to add \$50,000 in redirected OD2A Y3 prevention funding and \$105,332.49 in unspent Y3 carryover funds into Y4. Additionally, activities are being modified under Strategy 5, 6, and 9.

DOH Chart of Accounts Master Index Title	Master Index Code	Assistance Listing Number	BARS Revenue Code	LHJ Funding Period Start Date End Date	Current Allocation	Allocation Change Increase (+)	Total Allocation
FFY22 OVERDOSE DATA TO ACTION PREV	77520272	93.136	333.93.13	09/01/22 08/31/23	94,417	155,332	249,749
					0	0	0
					0	0	0
					0	0	0
					0	0	0
					0	0	0
TOTALS					94,417	155,332	249,749

Task #	Activity	Deliverables/Outcomes	Due Date/Time Frame	Payment Information and/or Amount
1.	Strategy 5: ~~Start an Overdose Fatality Review group that will review all fatal overdoses that have occurred in Clallam County and identify any missed opportunities for prevention and intervention that may have prevented the overdose death (for both stimulant and opioid fatalities).~~ <i>Foster ongoing collaborative relationships with community partners involved in overdose response.</i>	Progress report: Report on process and progress of OFR committee. Once established, report number of OFRs completed, findings, recommendations, and next steps/use of findings. Demonstrate how work aligns with Overdose Data to Action (OD2A) logic model.	Quarterly progress reports to DOH for all tasks. Due Dates: September-November due December 9, 2022. December-February due March 10, 2023.	Monthly invoices for actual cost reimbursement will be submitted to DOH. Total of all invoices will not exceed \$94,417 \$249,749

Task #	Activity	Deliverables/Outcomes	Due Date/Time Frame	Payment Information and/or Amount
		<i>Report on meetings, events, and projects demonstrating collaboration with community partners.</i>	March-May due June 9, 2023. June-August final report for this funding period due September 29, 2023.	through August 31, 2023. (See Special Billing Requirements below.)
2.	Strategy 6: Track current drug use patterns and overdose history and link overdose survivors to harm reduction and treatment services. <i>They will collect and track non-HIPPA data for stimulant overdoses and HIPPA data for opioid overdoses (per Clallam County's declaration of opioid overdose as a reportable condition, as allowed by WAC 246-101-505 (3) granting each local health officer the authority to require the notification of additional conditions of public health importance occurring within the jurisdiction of the local health officer) through ESSENCE and only follow up with an individual if the overdose is disclosed in the SSP by those individuals. Continue to investigate and track all opioid overdoses that occur within the county. They have replaced the practice of cold calls to overdose survivors recognizing that outreach from trusted individuals with established relationships fosters more impactful long-term health and safety outcomes for overdose survivors.</i>	Progress report: Describe program design, procedures, and policies. Describe successes, challenges, and ongoing changes to program. Demonstrate how work aligns with OD2A logic model.		
3.	Strategy 6: Establish linkages to care for people who have experienced opioid overdose including linking stimulant overdose survivors to evidenced-based treatment and wraparound services as needed. Clallam county will purchase Naloxone vending machines to increase low-barrier access to Naloxone.	Progress report: Report on how awareness and coordination of care was improved. Are there any changes in number of referrals or amount of awareness for evidence-based treatment? Were any policies or procedures developed?		
4.	Strategy 9: The Prevention Specialist will connect with MOUD providers and other treatment programs, as well as community outreach to people who use drugs. Clallam County will continue to distribute small items purchased in Y3 to overdose survivors and SSP participants to help encourage engagement in the program including personal hygiene items and warm clothes and supplies. <i>Additional warmth and hygiene items will be purchased as needed (paid for with redirected funding).</i> <i>Drug test strips will be purchased to distribute to Harm Reduction Health Center participants and partner agencies</i>	Progress report: Report on outreach endeavors with community partners. How was awareness increased on safer use practices? Provide media plan and data of outcomes. Report when fentanyl test strips are distributed, number of test kits distributed, and any feedback received. Demonstrate how work aligns with OD2A logic model.		

Task #	Activity	Deliverables/Outcomes	Due Date/Time Frame	Payment Information and/or Amount
	<i>such as clinics and treatment programs. They will also be distributed for use by participants to test their drugs, thus providing them with more information to engage in harm reduction, safety planning, and overdose prevention (paid for with redirected funding).</i> Clallam County will continue social media advertising to reach individuals who are at risk of overdose due to polysubstance use. The prevention specialist will work with the communications team to develop materials for social media advertisements. The county plans to secure funding to pay for the placement of the ads. Harm Reduction billboard messages will be displayed for 9 months. Harm Reduction social media messaging will be "boosted" throughout Clallam County, and through other advertising and messaging avenues as needed. Clallam County will distribute naloxone (DOH provides us with naloxone) and fentanyl test kits to people who use drugs and other community members when appropriate. **contingent on anticipated CDC approval** Clallam County will purchase a vehicle to offer mobile outreach including all services offered in our syringe exchange. This will increase the range of locations at which services are provided, and thus, increase the county's ability to connect their most remote community members with naloxone, overdose prevention education and linkage to care.			
5.	Participate in quarterly calls with DOH and other grant partners. Share lessons learned and successes. More frequent one on one calls with DOH when needed.	Collaboration with other partners and DOH to improve statewide efforts to address the opioid/all drug epidemic.		

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

Federal Funding Accountability and Transparency Act (FFATA) (Applies to federal grant awards.)

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

To comply with this act and be eligible to perform the activities in this statement of work, the LHJ must have a Unique Entity Identifier (UEI) generated by SAM.gov.

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

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

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

Monitoring Visits (i.e., frequency, type, etc.):

DOH program staff may conduct site visits up to twice per funding year.

Billing Requirements:

Billing on an A19-1A invoice voucher must be received by DOH monthly.

Special Instructions:

The following funding statement must be used for media (publications, presentations, manuscripts, posters, etc.) created using OD2A funding:

This publication (journal article, etc.) was supported by the Grant or Cooperative Agreement Number, NU17CE925007, funded by the Centers for Disease Control and Prevention. Its contents are solely the responsibility of the authors and do not necessarily represent the official views of the Centers for Disease Control and Prevention or the Department of Health and Human Services.

Exhibit A
Statement of Work
Contract Term: 2022-2024

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

Local Health Jurisdiction Name: Clallam County Health & Human Services

Contract Number: CLH31005

SOW Type: Revision **Revision # (for this SOW)** 3

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

Funding Source ☒ Federal Subrecipient ☐ State ☐ Other	Federal Compliance (check if applicable) ☒ FFATA (Transparency Act) ☐ Research & Development	Type of Payment ☒ Reimbursement ☐ Fixed Price
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Statement of Work Purpose: The purpose of this statement of work (SOW) is to protect and recover (upgrade) harvestable shellfish beds within Dungeness Bay. Tasks include: monitor water quality, and identify and correct sources of pollution (e.g., onsite sewage systems, agriculture, pet waste) in Upper Matriotti Creek and Bell Creek, as well as previous PIC focus areas. This work also supports an OSS cost-share program as a subaward to Clallam Conservation District.

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

Revision Purpose: The purpose of this revision is to update tasks related to training, education and outreach.

DOH Chart of Accounts Master Index Title	Master Index Code	Assistance Listing Number	BARS Revenue Code	LHJ Funding Period		Current Allocation	Allocation Change	Total Allocation
PS SSI 1-5 PIC TASK 4	261K1208	66.123	333.66.12	01/01/22	11/30/23	267,677	0	267,677
						0	0	0
						0	0	0
						0	0	0
						0	0	0
						0	0	0
TOTALS						267,677	0	267,677

GOALS & MEASURABLE OBJECTIVES

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

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

Number of hotspots identified	Hotspots found	5
Number of hotspots corrected	Hotspots fixed	5
Number of enforcement actions	Enforcement	5

Task #	Task/Activity/Description	Deliverables/Outcomes	Due Date/Time Frame	Payment Information and/or Amount				
TASK 1. PROJECT DEVELOPMENT This task must be completed before initiating any other work under this subaward. Work completed prior to the completion of Task 0 will be ineligible for reimbursement under this subaward.								
1.0	PROJECT SPATIAL DATA COORDINATES Provide relevant spatial data for the project in the following format: (latitude, longitude). Please use a representative sample site in the project area as applicable or the coordinates of a subrecipient's office may also be used when a specific project site is not available. PROJECT LOCATION: <table><tr><td>18a. Latitude</td><td></td><td>18b. Longitude</td><td></td></tr></table>	18a. Latitude		18b. Longitude		Project Spatial Data and Climate Assessment	By first Quarterly Report	Reimbursement up to \$1,936 based on actual costs.
18a. Latitude		18b. Longitude						
1.2	QUALITY ASSURANCE PROJECT PLAN (QAPP) DEVELOPMENT Work related to collecting or using environmental data may not begin until a Quality Assurance Project Plan (QAPP) is completed and approved. DOH and Ecology's NEP Quality Coordinator (NEP QC) will determine if a QAPP is required for this project. DOH will notify subrecipient in writing if a QAPP is required or is not required. If a QAPP is required, subrecipients will work with DOH and NEP QC to develop and submit a QAPP for approval. The QAPP development and approval process is a multi-step process. See EPA Federal Terms and Conditions, Programmatic Condition M. Quality Assurance Requirements (2 CFR 1500.11) in this agreement for directions. For more information, review the Washington State Department of Ecology's NEP Quality Assurance web page: https://ecology.wa.gov/About-us/How-we-operate/Scientific-services/Quality-assurance/Quality-assurance-for-NEP-grantees .	QAPP (if required) a. QAPP addendum submitted for review and approval b. QAPP approved with fully executed signature page	a. 30 days after contract start date. b. Before collecting or analyzing environmental data.					
1.3	EVALUATION PLAN AND REPORTING FORM (DOH TEMPLATE): Before beginning work, subrecipient will complete the Evaluation Plan (a short one-page planning document) describing the program's plans for evaluation, including data collection methods. Then, following project completion, they will complete the Evaluation Reporting Form (a short one-page document used to discuss the outcome results and what the results say about the impact and success of the program activities).	a. Evaluation Plan b. Evaluation Reporting (this deliverable is being fulfilled in Task 3b)	a. Draft due within 60 days of agreement start date. b. See Task 3					

Task #	Task/Activity/Description	Deliverables/Outcomes	Due Date/Time Frame	Payment Information and/or Amount
TASK 2. PROJECT MANAGEMENT AND REPORTING This task describes the data collection and reporting requirements associated with this subaward. Maintenance of project records, submittal of payment vouchers, fiscal forms, and progress reports; compliance with applicable procurement, contracting and inter-local agreement requirements; application for, receipt of, and compliance with all required permits, licenses, easements, or property rights necessary for the project and submittal of required performance items. Carry out project in accordance with any completion dates outlined in the agreement. Refer to and comply with all underlying federal terms and conditions.				
2.1	PROJECT FACTSHEET Create a project factsheet (<u>using provided template</u>) and submit in MS Word and PDF with first quarterly report. An updated factsheet is due at the end of the contract.	Project Fact Sheet	Due with first Quarterly Report	Reimbursement up to \$15,660 based on actual costs.
2.2	MONTHLY INVOICING AND PROGRESS SUMMARY The subrecipient will submit invoices with all applicable forms included following the DOH ConCon billing process. Invoices must be submitted monthly after work is completed. Invoices will be reviewed for consistency with progress. The subrecipient will email monthly invoices to NEPInvoices@doh.wa.gov and deliverables to the DOH Contract Manager. The reporting periods are synced to inform the grant program's EPA reporting schedule; therefore, it is critical that the subrecipient submit according to the following schedule. Progress reports shall include, at a minimum: • A description of the work completed in the last month, including total spending by the subrecipient any partners and any completed deliverables. • The status and completion date for the project activities and near-term deliverables. • Description of any problem or circumstances affecting the completion date, scope of work, or costs. • Evidence that you have satisfactorily completed all the reporting requirements (see below).	Invoices and Project Summaries	Monthly (FEATS will serve as quarterly project summary for Quarter 1 and Quarter 3, annually. See FEATS schedule in Task 2.3)	
2.3	FEATS (TEMPLATE WILL BE PROVIDED) Complete bi-annual <i>Financial and Ecosystem Accounting Tracking System</i> (FEATS) progress reports, as well as a final FEATS report. The final FEATS report, reflecting the final project billing, will be provided during project closeout, after the end of the grant, and will describe the entire project, highlighting project outcomes and discussing lessons learned. See also EPA Terms and Conditions, Programmatic Conditions A. <i>Semi-Annual Performance Reports</i> and B. <i>Final Report</i> in this agreement.	Semi-annual FEATS reports	April 1 and October 1, annually and upon contract completion.	
2.4	PUGET SOUND PARTNERSHIP REQUIRED NTA REPORTING NTA owners are required to report to the Puget Sound Partnership (PSP) on the implementation status of their actions on a semiannual basis and the financial status of their actions on an annual basis. Consult with PSP for specific deadlines.	a. Implementation Status	a. Annual, spring and fall and upon contract end.	

Task #	Task/Activity/Description	Deliverables/Outcomes	Due Date/Time Frame	Payment Information and/or Amount
		b. Financial Status	b. Annual, summer and upon contract end.	
2.5	WATER QUALITY EXCHANGE (WQX) DATA REPORTING WQX refers to an electronic database for water quality monitoring data developed by EPA. If subrecipients collect any physical, chemical or environmental data (e.g. dissolved oxygen, water temperature, salinity, turbidity, pH, phosphorous, total nitrogen, E. coli or Enterococci, and other biological and habitat data) WQX reporting will be required. Data can be submitted quarterly or annually for an entire calendar year (Jan. 1 – Dec. 31). To assist in tracking in WQX, name your project as follows: <i>NEP_2019_(insert organization name)</i>; the unique project ID needs to be 35 characters or less. Include the WQX ID in the quarterly progress reports. Error! Hyperlink reference not valid. is an entry verification sample for reference.	Proof of WQX data entry	Quarterly per Task 2.2-2.3 schedule Final WQX entry completed upon contract completion	
2.6	WOMEN/MINORITY-OWNED BUSINESS (MBE/WBE) REPORTS Subrecipients are required to submit MBE/WBE utilization reports annually. Reports will be in the following format and will include all qualifying purchases. Reporting periods are from October 1 to September 30 annually. Reports are due to DOH 15 calendar days after the end of each reporting period.	MBE/WBE Reporting (See EPA Terms and Conditions: Administrative Condition B in this document for reporting form)	October 15, annually and upon contract completion	
2.7	BROADER COMMUNICATIONS (PRESENT AT REGIONAL CONFERENCE AND SUBMIT PROJECT PHOTOS) Participate in and present project outcomes at a regional event relevant to the project topic (conference, forum, stakeholder workshop, etc.). Work with DOH to determine targeted audience and ensure purpose of communication is clear. Submit draft materials to DOH for review prior to event. In addition, submit high-quality project photos or video clips of the project (process, progress, etc.). Ensure anyone in the photo or video has signed a release in case photos or videos are used for future publications. NOTE: INTERNATIONAL TRAVEL REQUIRES PRE-APPROVAL.	a. Present at regional conference, for example PIC or WSEHA Submit draft presentation materials to DOH for review b. Submit photos	a. Minimum two-week review b. By contract end date	
2.8	FINAL PROJECT REPORT (DOH TEMPLATE) A brief final report (approximately 1-2 pages) will be written by the project owners that describes the methods, results, lessons learned and recommendations for future work. The final report will evaluate the success of achieving the performance measures identified in the detailed project plan. Included with the final project report will be an updated Project Factsheet (see 2.1).	a. Draft Final Report Final Report	a. Draft due 30 days prior to contract end date; Final due upon contract completion	

Task #	Task/Activity/Description	Deliverables/Outcomes	Due Date/Time Frame	Payment Information and/or Amount
		b. Updated Fact Sheet (see Task 2.1)	b. Contract end date	
TASK 3. POLLUTION IDENTIFICATION AND CORRECTION (PIC) Failing onsite septic systems (OSS) will be identified and repaired; working OSS will be monitored and maintained by providing education, technical and financial assistance, and enforcing routine inspection requirements. Agricultural (AG) problems contributing to fecal pollution will be identified and remediated. Best management practices (BMPs) and education for animal and pet waste will be implemented. Protocols for investigative actions within the PIC area including definition of a hotspot, dye testing, site inspections, and OSS enforcement can be found in the 2014 document "Pollution Identification and Correction for the Sequim Bay-Dungeness Watershed Clean Water District".				
3.1	PIC PROGRAM COORDINATION PIC advisory group meetings with project partners will be held quarterly or as needed to advance collaborative work in the PIC project area. Partners will report on their work according to a format developed by the group. The advisory group will select the next PIC focus area (Phase 2). Group will provide oversight, guidance and structure for consistent procedures for the PIC program. PIC sub-meetings specific to PIC outside of Clean Water Work Group (CWWG) as needed throughout project. Coordinate with landowners within the project area. Hold one (1) to two (2) open house public meetings in the Project Area to inform landowners of project Determine segmented sampling locations in PIC Project Area. Review history of landowner cooperation and access points in conjunction with locations of OSS and AG to determine best sampling locations.	Describe progress in quarterly and FEATS reports. a. Documentation of PIC focus area (Phase 2) selected by PIC Partners and CWWG b. Meeting frequency – CWWG Quarterly Meetings (submit notes and attendance) for all CWWG meetings conducted under this contract c. -Meeting notes and attendance for any meetings conducted under this contract d. Open House meeting agenda, attendance, and handouts provided for all Open House's conducted under this contract. e. Submit map with segmented sampling sites	Per Task 2 reporting schedule a. Project area map December 1, 2020 b. Quarterly per Task 2.2-2.3 schedule as applicable c. Quarterly per Task 2.2-2.3 schedule as applicable d. Quarterly per Task 2.2-2.3 schedule as applicable e. Segmented sampling sites map December 1, 2020	Reimbursement up to \$51,602 based on actual costs.

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

Task #	Task/Activity/Description	Deliverables/Outcomes	Due Date/Time Frame	Payment Information and/or Amount
	Recognition of EPA Funding Per EPA Programmatic Term and Condition #5 in this award, reports, documents, signage, videos, or other media, developed as part of projects funded by this assistance agreement shall contain the following statement: "This project has been funded wholly or in part by the United States Environmental Protection Agency under assistance agreement PC-01J18001 to the Washington State Department of Health. The contents of this document do not necessarily reflect the views and policies of the Environmental Protection Agency, nor does mention of trade names or commercial products constitute endorsement or recommendation for use."	c. Report on presentations to local groups and organizations, and attend fairs or events d. Evaluation report (include additional or amended education and marketing tools).	d. September 30, 2023	
3.4	STRATEGIC PLANNING/SUSTAINABLE FUNDING EFFORTS (specific efforts and related costs may vary) Efforts will be made to investigate sources of sustainable funding for the Clallam County's PIC program to reduce bacterial contamination in the shellfish growing areas of Clallam County. Clallam County will develop a brief plan outline and projected yearly budget, which addresses the key elements in the <u>Pollution Identification and Correction (PIC) Program Guidance</u> developed by Kitsap Public Health District in partnership with the Departments of Health and Ecology, dated February 2016. The documents created are meant to begin the initial process of Clallam County's goal of establishing sustainable PIC funding.	a. Develop a 1–2-page (minimum) outline following Kitsap County's PIC program guidance document b. Projected yearly PIC budget	a. September 30, 2023 b. September 30, 2023	
3.5	PIC TRAINING AND WORKSHOPS ~~Sponsor one PIC workshop and/or other trainings/events to share information and resources around the region. This may be done in coordination with other PIC Program Coordinators. Attend relevant PIC trainings/workshops. Trainings must be pre-approved by DOH. Examples: Annual SPARKS conference, WSHEA, Salish Sea Conference.~~	~~a. Coordinate a minimum of one PIC Workshop or other training.~~ b. Attend PIC relevant trainings/workshops.	~~a. September 30, 2023~~ b. September 30, 2023	
TASK 4. CLALLAM CONSERVATION DISTRICT ONSITE SEPTIC COST-SHARE PROGRAM IMPLEMENTATION Clallam Conservation District (CCD) will manage funds and cost-share projects for onsite septic system (OSS) repairs. Clallam County Environmental Health will be responsible for oversight of the funds for the project and all sub-subrecipients as outlined in the <i>Guidelines</i>. DOH will periodically assess progress of expenditures and may withdraw funds if they are not being spent in a timely manner. The CCD OSS Cost-Share program will provide the following services: • Conduct outreach to landowners and stakeholders regarding OSS cost-share program • Assist applicants with application process • Review and approve/disapprove applications • Complete cost-share process through installation and County approval. • Conduct administrative tasks for grant reporting, coordination, and cost share reimbursement. • Maintain project records and submit grant reporting information.				

Task #	Task/Activity/Description	Deliverables/Outcomes	Due Date/Time Frame	Payment Information and/or Amount
	- Collect and report necessary information for payment vouchers. - Provide administrative assistance to participants to meet reporting requirements for cost share reimbursement. - Submit progress reports and cost share reimbursements with the number, type, cost and location, as well as before and after photos of each OSS project completed and in progress and the total amount spent for each reporting period and a running total. SECTION 106 Before any ground disturbing work has started the Subrecipient will work with DOH to conduct cultural resource review for funded repairs in a timely manner. The Subrecipient will submit an EZ1 Form and will maintain an up-to-date Inadvertent Discovery Plan (IDP). (The IDP is also submitted as a deliverable.) The Subrecipient shall comply with the additional requirements under Section 106 of the National Historic Preservation Act (NHPA, 36 CFR 800). Subrecipient shall take reasonable action to avoid, minimize, or mitigate adverse effects to archeological and historic resources. Activities associated with archaeological and historic resources are an eligible reimbursable cost subject to approval by DOH. Subrecipient shall: a) Contact DOH NEP Program to discuss any Cultural Resources requirements for the project: - For capital construction projects, if required, comply with Governor Executive Order 05-05, Archaeology and Cultural Resources. - For projects with any federal involvement, if required, comply with the National Historic Preservation Act. - Any cultural resources federal or state requirements must be completed prior to the start of any work on the project site. b) Submit an Inadvertent Discovery Plan (IDP) to DOH prior to implementing any project that involves ground disturbing activities. DOH will provide the IDP form. DOH shall: - Keep the IDP at the project site. - Make the IDP readily available to anyone working at the project site. - Discuss the IDP with staff and contractors working at the project site. - Implement the IDP when cultural resources or human remains are found at the project site. c) If any archeological or historic resources are found while conducting work under this Agreement: - Immediately stop work and notify the DOH NEP Program, the Department of Archaeology and Historic Preservation at (360) 586-3064, any affected Tribe, and the local government. d) If any human remains are found while conducting work under this Agreement: - Immediately stop work and notify the local Law Enforcement Agency or Medical Examiner/Coroner's Office, and then the DOH NEP Program. e) Comply with RCW 27.53, RCW 27.44.055, and RCW 68.50.645, and all other applicable local, state, and federal laws protecting cultural resources and human remains.			
4.1	OSS Cost-Share Program: a. Upon receiving a referral from Clallam County Environmental Health, Clallam Conservation District (CCD) will vet and assist applicants and submit a list of proposed OSS Cost-Share projects for DOH review. DOH will review the projects and locations for eligibility. b. CCD will administer funds for up to 75% of the system repair or replacement and 100% of the design costs of approved cost-share-OSS system replacements. c. Report on the number, type and location of OSS systems installed and/or in progress and the total spent for each reporting period and the total to date spent. Submit before and after photos of each installation. The final report will provide a summary of completed OSS Cost-Share projects.	a. Submit CCEH referral and proposed OSS Cost-Share project to DOH prior to CCD Board approval. b. Documentation, including photos, for 10 cost-share projects c. Describe progress in quarterly and FEATS reports.	a. Ongoing b. November 30, 2023 c. Per Task 1 schedule	Reimbursement up to \$189,193 based on actual costs.

Task #	Task/Activity/Description	Deliverables/Outcomes	Due Date/Time Frame	Payment Information and/or Amount
TASK 5. INDIRECT COSTS Indirect costs calculated at 33.81% of salaries.				
5.1	Indirect costs calculated at 33.81% of salaries.	Invoiced on a continuing basis.	Ongoing	Reimbursement up to \$9,286 based on actual costs.

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

Federal Funding Accountability and Transparency Act (FFATA) (Applies to federal grant awards.)

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

To comply with this act and be eligible to perform the activities in this statement of work, the LHJ must have a Unique Entity Identifier (UEI) generated by SAM.gov.

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

Program Specific Requirements

BUDGET	
Category	Amount
Personnel/Salaries	\$24,302 \$32,868
Fringe Benefits	\$11,187 \$11,935
Travel	\$500
Equipment (federal definition – anything over \$5,000)	\$0
Supplies	\$200
<u>Contracts</u>	
Lincoln Street Shipping: shipping nutrient samples at \$420 UW Marine Lab: nutrient analysis at \$4,550	\$4,970
<u>Other</u>	
- CCEH Water Lab: \$11,700 for 390 samples - Clallam Conservation District subaward for OSS Cost-Share program: \$189,193 - Room Rental (Sequim Prairie Grange, Spring-Summer 2023 or other approved travel): \$125 - Training \$500	\$217,272 \$208,418

• Education and Outreach \$16,205 \$6,900	
Total Direct Charges	\$269,668 \$258,391
Indirect Charges (federally approved rate) 33.81% 28.94%	\$9,295 \$9,286
TOTAL – Not to Exceed \$322,815	\$266,810 \$267,677

Special Requirements:**Federal Funding Accountability and Transparency Act (FFATA)**

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

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

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

Program Manual, Handbook, Policy References:

Clallam County On-Site Septic System Management Plan, June 12, 2007

Pollution Identification and Correction for the Sequim Bay-Dungeness Watershed Clean Water District, December 2014

Staffing Requirements:

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

Special References:

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

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

Monitoring Visits:

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

Special Instructions:

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

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

Program Specific Requirements/Narrative

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

Administrative Conditions**1. General Terms and Conditions**

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

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

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

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

2. Extension of Project/Budget Period Expiration Date

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

3. Disadvantaged Business Enterprise (DBEs)

UTILIZATION OF SMALL, MINORITY AND WOMEN'S BUSINESS ENTERPRISES

GENERAL COMPLIANCE, 40 CFR, Part 33

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

EPA MBE/WBE CERTIFICATION, 40 CFR, Part 33, Subpart B

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

SIX GOOD FAITH EFFORTS, 40 CFR, Part 33, Subpart C

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

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

- (a) Ensure DBEs are made aware of contracting opportunities to the fullest extent practicable through outreach and recruitment activities. For Indian Tribal, State and Local and Government recipients, this will include placing DBEs on solicitation lists and soliciting them whenever they are potential sources.
- (b) Make information on forthcoming opportunities available to DBEs and arrange time frames for contracts and establish delivery schedules, where the requirements permit, in a way that encourages and facilitates participation by DBEs in the competitive process. This includes, whenever possible, posting solicitations for bids or proposals for a minimum of 30 calendar days before the bid or proposal closing date.
- (c) Consider in the contracting process whether firms competing for large contracts could subcontract with DBEs. For Indian Tribal, State and local Government recipients, this will include dividing total requirements when economically feasible into smaller tasks or quantities to permit maximum participation by DBEs in the competitive process.
- (d) Encourage contracting with a consortium of DBEs when a contract is too large for one of these firms to handle individually.

- (e) Use the services and assistance of the SBA and the Minority Business Development Agency of the Department of Commerce.
- (f) If the prime contractor awards subcontracts, require the prime contractor to take the steps in paragraphs (a) through (e) of this section.

CONTRACT ADMINISTRATION PROVISIONS, 40 CFR, Section 33.302

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

BIDDERS LIST, 40 CFR, Section 33.501(b) and (c)

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

FAIR SHARE OBJECTIVES, 40 CFR, Part 33, Subpart D

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

MBE/WBE REPORTING- SPECIFIC CHANGES PURSUANT TO CLASS DEVIATION, 40 CFR, Part 33, Subpart E

When required, the subrecipient agrees to complete and submit a "MBE/WBE Utilization Under Federal Grants and Cooperative Agreements" report (EPA Form 5700-52A) on an annual basis. The current EPA Form 5700-52A can be found at the EPA Grantee Forms Page at

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

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

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

4. Contingent Funding

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

5. Indirect Costs for States and Tribal (also listed in General Terms and Conditions)

The cost principles of 2 CFR 200 Subpart E are applicable, as appropriate, to this award.

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

For State Agencies

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

Regular Mail

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

Mail Courier (e.g. FedEx, UPS, etc.)

Financial Analysis and Rate Negotiation Service Center Office of Acquisition Management
US Environmental Protection Agency
1300 Pennsylvania Avenue, NW, 6th floor Bid and Proposal Room Number 61107 Washington, DC 20004

For Indian Tribe

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

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

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

6. Consultant Cap (also listed in General Terms and Conditions)

EPA participation in the salary rate (excluding overhead) paid to individual consultants retained by subrecipients or by a subrecipient's contractors or subcontractors is limited to the maximum daily rate for a Level IV of the Executive Schedule, available at:

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

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

Programmatic Conditions

Program Programmatic Terms and Conditions: 3/2020

1. Semi-Annual Performance Reports

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

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

- (a) A comparison of actual accomplishments to the outputs/outcomes established in the assistance agreement work plan for the period;
- (b) The reasons why established goals were not met, if appropriate;
- (c) Additional pertinent information including, when appropriate, analysis and explanation of cost overruns or high unit costs.

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

2. Final Performance Report

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

3. Program Income - Addition

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

4. Recognition of EPA Funding

Reports, documents, signage, videos, or other media, developed as part of projects funded by this assistance agreement shall contain the following statement:

"This project has been funded wholly or in part by the United States Environmental Protection Agency under assistance agreement PC-01J18001 to the Washington State Department of Health. The contents of this document do not necessarily reflect the views and policies of the Environmental Protection Agency, nor does mention of trade names or commercial products constitute endorsement or recommendation for use."

5. Peer Review

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

6. Competency of Organizations Generating and/or Using Environmental Measurement Data

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

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

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

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

7. WQX Requirement (Updated STORET Condition – Water Quality Exchange Replaces STORET) – 3/2020

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

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

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

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

8. Riparian Buffers

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

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

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

10. **Geospatial Data Standards**

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

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

All Subrecipients.

- i. The chief executive officer of this subrecipient agency shall ensure that no grant funds awarded under this assistance agreement are used to engage in lobbying of the Federal Government or in litigation against the U.S. unless authorized under existing law. The subrecipient shall abide by the Cost Principles available at 2 CFR 200 which generally prohibits the use of federal grant funds for litigation against the U.S. or for lobbying or other political activities.
- ii. The subrecipient agrees to comply with Title 40 CFR Part 34, New Restrictions on Lobbying. The subrecipient shall include the language of this provision in award documents for all subawards exceeding \$100,000 and require that subrecipients submit certification and disclosure forms accordingly.
- iii. In accordance with the Byrd Anti-Lobbying Amendment, any subrecipient who makes a prohibited expenditure under Title 40 CFR Part 34 or fails to file the required certification or lobbying forms shall be subject to a civil penalty of not less than \$100,000 and not more than \$100,000 for each such expenditure.
- iv. Contracts awarded by a subrecipient shall contain, when applicable, the anti-lobbying provision as stipulated in the Appendix II to Part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards.
- v. Pursuant to Section 18 of the Lobbying Disclosure Act, the subrecipient affirms that it is not a nonprofit organization described in Section 501(c)(4) of the Internal Revenue Code of 1986; or that it is a nonprofit organization described in Section 501(c)(4) of the Code but does not and will not engage in lobbying activities as defined in Section 3 of the Lobbying Disclosure Act. Nonprofit organizations exempt from taxation under section 501(c)(4) of the Internal Revenue Code that engage in lobbying activities are ineligible for EPA subawards.

12. **Quality Assurance Requirements (2 CFR 1500.11)**

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

Instructions to Submit Quality Assurance Documents for Review

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

13. **ULO Stretch Goal:**

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

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

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

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

14. Animal Subjects — PUGET SOUND PROGRAM WANTS TO HIGHLIGHT THIS DUPLICATE GENERAL TERM AND CONDITION.

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

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

15. Copyrighted Material and Data – PUGET SOUND PROGRAM WANTS TO HIGHLIGHT THIS DUPLICATE GENERAL TERM AND CONDITION.

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

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

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

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

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

16. Light Refreshments and/or Meals PUGET SOUND PROGRAM WANTS TO HIGHLIGHT THIS DUPLICATE GENERAL TERM AND CONDITION. APPLICABLE TO ALL AGREEMENTS EXCEPT STATE CONTINUING ENVIRONMENTAL PROGRAMS (AS DESCRIBED BELOW):

Unless the event(s) and all of its components are described in the approved contract and budget, the subrecipient agrees to obtain prior approval from DOH for the use of grant funds for light refreshments and/or meals served at meetings, conferences, training workshops and outreach activities (events). The subrecipient must send requests for approval to the DOH Contract Manager and include:

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

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

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

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

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

FOR STATE CONTINUING ENVIRONMENTAL PROGRAM GRANT SUBRECIPIENTS EXCLUDING STATE UNIVERSITIES:

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

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

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

- (1) EPA must ensure that any connections between the subrecipient's network or information system and EPA networks used by the subrecipient to transfer data under this agreement, are secure.

For purposes of this Section, a connection is defined as a dedicated persistent interface between an Agency IT system and an external IT system for the purpose of transferring information. Transitory, user-controlled connections such as website browsing are excluded from this definition.

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

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

Exhibit A
Statement of Work
Contract Term: 2022-2024

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

Local Health Jurisdiction Name: Clallam County Health & Human Services

Contract Number: CLH31005

SOW Type: Revision Revision # (for this SOW) 4

Funding Source ☒ Federal Subrecipient ☐ State ☐ Other	Federal Compliance (check if applicable) ☒ FFATA (Transparency Act) ☐ Research & Development	Type of Payment ☒ Reimbursement ☐ Fixed Price
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Period of Performance: January 1, 2022 through June 30, 2024

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

Revision Purpose: The purpose of this revision is to modify activities, deliverables, and deliverable due dates.

DOH Chart of Accounts Master Index Title	Master Index Code	Assistance Listing Number	BARS Revenue Code	LHJ Funding Period		Current Allocation	Allocation Change None	Total Allocation
COVID19 Vaccines R4	74310230	93.268	333.93.26	01/01/22	06/30/24	359,803	0	359,803
COVID 19 Vaccines	74310229	93.268	333.93.26	01/01/22	06/30/24	222,730	0	222,730
						0	0	0
						0	0	0
						0	0	0
						0	0	0
TOTALS						582,533	0	582,533

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

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

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

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

Federal Funding Accountability and Transparency Act (FFATA) (Applies to federal grant awards.)

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

To comply with this act and be eligible to perform the activities in this statement of work, the Unique Entity Identifier (UEI) generated by SAM.gov.

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

Exhibit A
Statement of Work
Contract Term: 2022-2024

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

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

SOW Type: Revision Revision # (for this SOW) 2

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

Funding Source ☒ Federal Subrecipient ☐ State ☐ Other	Federal Compliance (check if applicable) ☒ FFATA (Transparency Act) ☐ Research & Development	Type of Payment ☒ Reimbursement ☐ Fixed Price
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Statement of Work Purpose: The purpose is to provide Women, Infants, and Children (WIC) Nutrition Program services by following WIC federal regulations, WIC state office policies and procedures, WIC directives, and other rules. Refer to the Program Specific Requirements section of this document.

Revision Purpose: To add FFY23 and FFY24 USDA WIC Client Services Contracts funds, FFY23 USDA WIC Program Management CSS funds and a special requirement, and to update the caseload.

DOH Chart of Accounts Master Index Title	Master Index Code	Assistance Listing Number	BARS Revenue Code	LHJ Funding Period		Current Allocation	Allocation Change Increase (+)	Total Allocation
FFY22 USDA WIC CLIENT SVS CONTRACTS	76101234	10.557	333.10.55	01/01/22	09/30/22	183,775	0	183,775
FFY23 USDA WIC CLIENT SVS CONTRACTS	76101244	10.557	333.10.55	10/01/22	09/30/23	60,325	167,138	227,463
FFY22 USDA FMNP PROG MGMT	76540237	10.572	333.10.57	05/01/22	09/30/22	572	0	572
FFY23 USDA WIC PROG MGMT CSS	76101242	10.557	333.10.55	01/01/23	09/30/23	0	2,800	2,800
FFY24 USDA WIC CLIENT SVS CONTRACTS	TBD	10.557	333.10.55	10/01/23	12/31/23	0	55,713	55,713
						0	0	0
						0	0	0
TOTALS						244,672	225,651	470,323

Task #	Activity	Deliverables/Outcomes	Due Date/Time Frame	Payment Information and/or Amount
1	WIC Nutrition Program			See "Billing Requirements" below.
1.1	Maintain authorized participating caseload at 100% based on quarterly average as determined from monthly caseload management reports generated at state WIC office. The Department of Health (Department) State WIC Nutrition Program has the option of reducing authorized participating caseload and corresponding funding when: - Unanticipated funding situations occur. - Reallocations are necessary to redistribute caseload statewide. - Caseload declines.	Outcomes based on monthly participation data from state WIC caseload management reports.	Authorized participating caseload for January 2022 through December 2024 = <u>915</u> <i>Revised authorized participating caseload for January 2023 through December 2024 = <u>795</u></i>	

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

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

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

Federal Funding Accountability and Transparency Act (FFATA) (Applies to federal grant awards.)

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

To comply with this act and be eligible to perform the activities in this statement of work, the LHJ must have a Unique Entity Identifier (UEI) generated by SAM.gov.

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

Program Specific Requirements

Program Manual, Handbook, Policy References:

The LHJ shall be responsible for providing services according to rules, regulations and other information contained in the following:

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

Staffing Requirements:

The LHJ shall:

- Use Competent Professional Authority staff, as defined by WIC policy, to determine participant eligibility, prescribe an appropriate food package and offer nutrition education based on the participants' needs.
- Use a Registered Dietitian (RD) or other qualified nutritionist to provide nutrition services to high risk participants, to include development of a high-risk care plan. The RD is also responsible for quality assurance of WIC nutrition services. See WIC Policy for qualifications for a Registered Dietitian and other qualified nutritionist.
- Assign a qualified person to be the Breastfeeding Coordinator to organize and direct local agency efforts to meet federal and state policies regarding breastfeeding promotion and support. The Breastfeeding Coordinator must be an International Board Certified Lactation Consultant or attend an intensive lactation management course, or other state approved training.

Restrictions on Funds:

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

Special References:

What is the WIC program?

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

Monitoring Visits:

Program and fiscal monitoring are done on a biennial (every two years) basis and are conducted onsite.

The LHJ must maintain on file and have available for review, audit and evaluation:

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

Assurances/Certifications:**1. Computer Equipment Loaned by the Department of Health WIC Nutrition Program**

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

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

The LHJ agrees to:

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

- 3) Assertion of a lien against the Contractor's property.
 - c. Notify the Department immediately of any damage to Loaned Equipment.
 - d. Notify the Department prior to moving or replacing any Loaned Equipment.
- The Department recommends Contractors carry insurance against possible loss or theft.

2. Civil Rights Assurance

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

3. 2CFR 200

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

Billing Requirements:

1. Definitions

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

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

- There are four federal budget periods

January 1, 2022 through September 30, 2022;

October 1, 2022 through September 30, 2023;

October 1, 2023 through September 30, 2024;

October 1, 2024 through December 31, 2024.

2. Billing Information:

- a. Billings are submitted on an A-19-1A invoice. These invoices are provided by the Department in the WIC Budget Workbook and include accounting codes for different budget categories.
- b. A-19s are submitted monthly and must be received by the Department within 60 days following the close of each calendar month. Additional A-19s may be submitted at any time, but must be received within 90 days of the close of the federal budget period.
- c. Funds are allocated by budget categories and by federal budget periods (refer to the budget spreadsheet).
- d. Funds are encumbered or spent only during the budget period; no carry forward from previous time periods or borrowing from future time periods is allowed.
- e. Payments are limited to the amounts allocated for the budget period for each budget category.
- f. Billings are based on actual costs for completed activities. Advance payments are not allowed. Back up documentation must be retained by the LHJ and available for inspection by the Department or other appropriate authorities.

- g. Payments will be made only for WIC approved expenditures. Refer to the Washington State WIC Nutrition Program Policy and Procedure Manual Volume 2, Chapter 4 – Allowable Costs and 2 CFR Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.
- h. If billing for indirect costs, a Cost Allocation Plan or Federal Indirect Cost Agreement must be submitted prior to payment.

Special Instructions:

The LHJ shall:

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

SPECIAL REQUIREMENTS			
Contract Funding Period	Time Period special requirement funds are available	Amount	Special Requirement Description
January 2022 to September 2024	January 2022 to September 2022	\$2,800	Added in the USDA WIC Client Services Contracts category to cover training and travel expenses for all local WIC staff to participate in WIC-related trainings.
January 2023 - September 2023	January 2023 - September 2023	\$2,800	<i>This funding is for all WIC staff to participate in WIC-related training. Added in the USDA WIC Client Services Contracts category to cover training registrations, travel expenses, staff time to participate in training (salary/benefits or contractor), and other approved WIC training expenses.</i>

Other:

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



6

AGENDA ITEM SUMMARY

JAN 30 2023

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

Department: Sheriff

WORK SESSION ☒ **Meeting Date: 1/30/23**

REGULAR AGENDA ☒ **Meeting Date: 2/7/23**

Required originals approved and attached? ☐
Will be provided on: 1/27/23

Item summary:

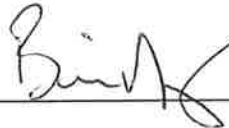
- | | |
|---|---|
| ☐ Call for Hearing | ☒ Contract/Agreement/MOU - Contract # 811-23-2 |
| ☐ Resolution | ☐ Proclamation ☒ Budget Item |
| ☐ Draft Ordinance | ☐ Final Ordinance ☐ Other |

Documents exempt from public disclosure attached: ☐

Executive summary: This STOP Violence Against Women Formula Grant, state contract F22-31103-071, is an annual renewal providing reimbursement for eligible training costs for law enforcement deputies or officers from the Sheriff's Office, Port Angeles Police Department, and Sequim Police Department. Funding is also provided to the County for the management and administration of this grant, as well as indirects.

Budgetary impact: Supplemental budget form included. Expenditures on behalf of Clallam County or to reimburse PAPD or SPD are reimbursed from Washington State Department of Commerce.

Recommended action: Board approval

County Official signature & print name: Brian King, Sheriff 

Name of Employee/Stakeholder attending meeting: Beth Waknitz

Relevant Departments: Sheriff

Date submitted: 1/25/23

* 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)

811-23-2

COPY



Federal Interagency Agreement with

Clallam County Sheriff's Office

through

Office of Crime Victims Advocacy
Community Services Division

Grant Number:
F22-31103-071

For

STOP Violence Against Women Formula Grant Program, grant pass
through allocation to improve the community response to violence against
women.

Dated: Sunday, January 1, 2023

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Face Sheet

Grant Number: F22-31103-071

**Community Services Division, Office of Crime Victims Advocacy
FFY 2022 Violence Against Women STOP Grant Program**

☒ Subrecipient
☐ Contractor

1. Grantee Clallam County Sheriff's Office DBA SHERIFF, 223 E 4TH ST STE 3 PORT ANGELES, WA 98362		2. Grantee Doing Business As (as applicable) Clallam County Sheriff's Office	
3. Grantee Representative Elizabeth Waknitz Administrative Specialist (360) 417-2393 Ewaknitz@co.clallam.wa.us		4. COMMERCE Representative Lisa Lipsey Program Manager (564) 669-3830 lisa.lipsey@commerce.wa.gov PO Box 42525 98504-2525 1011 Plum Street SE Olympia, WA 98501	
5. Grant Amount \$16,417.00	6. Funding Source Federal: ☒ State: ☐ Other: ☐ N/A: ☐		7. Start Date 01/01/2023
8. End Date 12/31/2023			
9. Federal Funds (as applicable) \$16,417.00		Federal Agency: <u>ALN</u> Department of Justice, OVW 16.588 Indirect Rate 28.94%	
10. Tax ID # N/A	11. SWV # SWV0000200-05	12. UBI # 054004559	13. UEI # JV6JJNELRBS5
14. Grant Purpose STOP Violence Against Women Formula Grant Program, grant pass through allocation to improve the community response to violence against women. COMMERCE, defined as the Department of Commerce, and the Grantee, as defined above, acknowledge and accept the terms of this Grant and attachments and have executed this Grant on the date below to start as of the date and year referenced above. The rights and obligations of both parties to this Grant are governed by this Grant and the following other documents incorporated by reference: Grantee Terms and Conditions including Attachment "A" – Certification of Compliance with Federal Regulations, Attachment "B" – U.S. Department of Justice Certified Standard Assurances, Attachment "C" – EEOP Compliance Certification Form, Attachment "D" – Restrictions and Certifications Regarding Non-Disclosure Agreements and Related Matters, Attachment "E" – Requirement to Report Actual or Imminent Breach of Personally Identifiable Information, Attachment "F" – Scope of Work, Attachment "G" – Budget			
FOR GRANTEE <i>Mark Ozias, BOCC chair</i> Name, Title Signature Date		FOR COMMERCE Diane Klontz, Deputy Director Date APPROVED AS TO FORM ONLY BY ASSISTANT ATTORNEY GENERAL APPROVAL ON FILE	

Special Terms and Conditions

1. AUTHORITY

COMMERCE and Grantee enter into this Grant pursuant to the authority granted by the Interlocal Cooperation Act, Chapter 39.34 RCW.

2. ACKNOWLEDGEMENT OF FEDERAL FUNDING

Federal Award Date: 09/17/2020

Federal Award Identification Number (FAIN): 2020-WF-AX-0054

Total amount of the federal award: \$3,415,734.00

Total amount of federal award 2020-WF-AX-0054 funding in this grant: \$0.00

Awarding official: Allison Randall, Acting Director (202) 307-6026

Federal Award Date: 09/1/2021

Federal Award Identification Number (FAIN): 15JOVW-21-GG-00548-MUMU

Total amount of the federal award: \$3,449,421.00

Total amount of federal award 15JOVW-21-GG-00548-MUMU funding in this grant: \$14,417.00

Awarding official: Allison Randall, Acting Director (202) 307-6026

Federal Award Date: 09/13/2022

Federal Award Identification Number (FAIN): 15JOVW-22-GG-00458-STOP

Total amount of the federal award: \$3,060,210.00

Total amount of federal award 15JOVW-22-GG-00458-STOP funding in this grant: \$2,000.00

Awarding official: Allison Randall, Acting Director (202) 307-6026

The Grantee agrees that all materials and publications (written, web-based, visual, or any other format) resulting from grant activities shall contain the following statements:

"This project was supported by Subgrant No. **F22-31103-071** awarded by the state administering office for the Office on Violence Against Women, U.S. Department of Justice's STOP Formula Grant Program. The opinions, findings, conclusions, and recommendations expressed in this publication/program/exhibition are those of the author(s) and do not necessarily reflect the views of the state or the U.S. Department of Justice."

Grant funds are administered by the Office of Crime Victims Advocacy, Community Services Division, Washington State Department of Commerce.

3. AMERICANS WITH DISABILITIES ACT (ADA) OF 1990, PUBLIC LAW 101-336, also referred to as the "ADA" 28 C.F.R. Part 35

The Grantee must comply with the ADA, which provides comprehensive civil rights protection to individuals with disabilities in the areas of employment, public accommodations, state and local government services, and telecommunications.

4. AUDIT

If the Grantee is a subrecipient and expends \$750,000 or more in federal awards from any and/or all sources in any fiscal year, the Grantee shall procure and pay for a single audit or a program-specific audit for that fiscal year. Upon completion of each audit, the Grantee shall:

A. Submit to COMMERCE the reporting package specified in Uniform Guidance 2 C.F.R. 200, reports required by the program-specific audit guide (if applicable), and a copy of any management letters issued by the auditor.

B. Submit to COMMERCE follow-up and developed corrective action plans for all audit findings.

If the Grantee is a subrecipient and expends less than \$750,000 in federal awards from any and/or all sources in any fiscal year, the Grantee shall notify COMMERCE they did not meet the single audit requirement.

The Grantee shall send all single audit documentation to the [Federal Audit Clearinghouse](#).

5. BILLING PROCEDURES AND PAYMENT

The Grantee shall submit all requests for reimbursement on the Invoice Voucher (A-19) form provided by OCVA program staff.

Invoices shall be submitted at least quarterly, but not more often than monthly, on the Invoice Voucher (A-19) Forms. The Invoice Voucher shall be submitted to Lisa Lipsey, Program Manager, Office of Crime Victims Advocacy, Post Office Box 42525, Olympia, Washington 98504-2525. Invoices can also be submitted electronically by email to lisa.lipsey@commerce.wa.gov or via Secure Access Washington to the Commerce Contract Management System (CMS).

COMMERCE will pay Grantee upon acceptance of program activities provided and receipt of properly completed invoices.

Payment shall be considered timely if made by COMMERCE within thirty (30) calendar days after receipt of properly completed invoices. Payment shall be sent to the address designated by the Grantee.

COMMERCE may, in its sole discretion, terminate the Grant or withhold payments claimed by the Grantee for services rendered if the Grantee fails to satisfactorily comply with any term or condition of this Grant.

No payments in advance or in anticipation of services or supplies to be provided under this Agreement shall be made by COMMERCE.

The Grantee agrees to comply with the financial and administrative requirements set forth in the current edition of the U.S. Department of Justice, Financial Grants Management Guide, which can be found at: <https://www.ojp.gov/doi-financial-guide-2022>.

Duplication of Billed Costs

The Grantee shall not bill COMMERCE for services performed under this Agreement, and COMMERCE shall not pay the Grantee, if the Grantee is entitled to payment or has been or will be paid by any other source, including grants, for that service.

Disallowed Costs

The Grantee is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its subgrantees/subcontractors.

6. COMPENSATION

COMMERCE shall pay an amount not to exceed **\$ 16,417.00** for the performance of all things necessary for or incidental to the performance of work as set forth in Attachment F – Scope of Work. Grantee's compensation for services rendered shall be in accordance with Attachment G – Budget.

Grantee shall provide a non-federal match. The total match to be provided shall be at least **\$ 5,473.00** unless otherwise agreed upon and fulfilled by STOP Grant county partners. Match funds may be expended in a greater proportion to grant funds, however, all match funds must be expended prior to the close of this Grant. An expended amount of match funds must be identified on the invoice voucher form provided by COMMERCE.

Transfer of funds between line item budget categories must be approved by the Office of Crime Victims Advocacy (OCVA) program staff. A cumulative amount of these transfers exceeding ten (10) percent of the total program budget shall be subject to justification and negotiation between the Grantee and OCVA, including approval from the Grantee's signature authority and the relevant OCVA Section Manager.

Payment will be on a reimbursement basis only.

Consultant/contractor fees may not exceed \$650 per day (excluding travel and subsistence costs) for an eight-hour day or may not exceed \$81.25 per hour for less than an eight-hour day. Grantees are required to maintain documentation to support all daily or hourly rates.

Travel expenses incurred or paid by the Grantee shall be reimbursed at a rate not to exceed the current state rate and in accordance with the state of Washington Office of Financial Management Travel Regulations. Travel expenses are included in the maximum grant amount for this Grant. Current rates for travel may be accessed using the following link:

<https://www.ofm.wa.gov/sites/default/files/public/resources/travel/colormap.pdf>.

7. CONFERENCES, MEETINGS, AND TRAININGS

The Grantee, and any Subgrantee, must comply with all applicable laws, regulations, policies, and official Department of Justice (DOJ) guidance (including specific cost limits, prior approval and reporting requirements, where applicable) governing the use of federal funds for expenses related to conferences (as that term is defined by DOJ, including the provision of food and/or beverages at such conferences, and costs of attendance at such conferences. Information on the pertinent DOJ definition of conferences and the rules applicable to this award appears on the Office of Violence Against Women (OVW) website at <https://www.justice.gov/ovw/conference-planning>.

OVW Training Guiding Principles

The Grantee understands and agrees that any training or training materials developed or delivered with funding provided under this award must adhere to the OVW Training Guiding Principles for Grantees and Subgrantees, available at <https://www.justice.gov/ovw/grantees#Resources>.

Food and Beverage Costs

The Grantee agrees STOP Formula Grant Program funds will not be used to purchase food and/or beverages for any meeting, conference, training, or other event, with the exception of support groups or otherwise within the context of victim services where it is necessary and integral to providing services to enhance victim safety. Additional information may be found in the Frequently Asked Questions (FAQs) About STOP Formula Grants available at: <https://www.justice.gov/ovw/page/file/1008816/download>.

8. DEBARMENT

- A. Grantee, defined as the primary participant and its principals, certifies by signing these Special Terms and Conditions that to the best of its knowledge and belief that they:
- i. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency.
 - ii. Have not within a three-year period preceding this Grant, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public or private agreement or transaction, violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice;
 - iii. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of federal Executive Order 12549; and
 - iv. Have not within a three-year period preceding the signing of this Grant had one or more public transactions (Federal, State, or local) terminated for cause of default.

- B. Where the Grantee is unable to certify to any of the statements in this Grant, the Grantee shall attach an explanation to this Grant.
- C. The Grantee agrees by signing this Grant that it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by COMMERCE.
- D. The Grantee further agrees by signing this Grant that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," as follows, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions:

LOWER TIER COVERED TRANSACTIONS

- i. The lower tier Grantee certifies, by signing this Grant that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
 - ii. Where the lower tier Grantee is unable to certify to any of the statements in this Grant, such Grantee shall attach an explanation to this Grant.
- E. The terms **covered transaction, debarred, suspended, ineligible, lower tier covered transaction, person, primary covered transaction, principal, and voluntarily excluded**, as used in this section, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. Grantee may contact COMMERCE for assistance in obtaining a copy of these regulations.

9. FRAUD AND OTHER LOSS REPORTING

Grantee shall report in writing all known or suspected fraud or other loss of any funds or other property furnished under this Grant immediately or as soon as practicable to the Commerce Representative identified on the Face Sheet.

10. GRANT MANAGEMENT

The Representative for each of the parties shall be responsible for and shall be the contact person for all communications and billings regarding the performance of this Grant.

The Representative for COMMERCE and their contact information are identified on the Face Sheet of this Grant.

The Representative for the Grantee and their contact information are identified on the Face Sheet of this Grant.

11. GRANT MODIFICATION

Notwithstanding any provision of this Grant to the contrary, at any time during the Grant period, COMMERCE may, by written notification to the Grantee and without notice to any known guarantor or surety, make changes within the general scope of the program activities to be performed under this Grant. All other modifications shall not be valid unless made in writing and signed by the parties. Any oral understandings and agreements not incorporated herein, unless made in writing and signed by the parties hereto, shall not be binding.

Notwithstanding any provision of this Grant to the contrary, at any time during the Grant period, COMMERCE may analyze Grant expenditures as a proportion of the Grant budget. If COMMERCE determines, in its sole discretion, that the Grant funding is underutilized, COMMERCE, in its sole discretion, may unilaterally modify the Grant to reduce the balance of the Grant budget. Funds de-

obligated by COMMERCE as a result of a budget reduction may be made available to other Grantees for the provision of eligible program activities.

12. INDIRECT COSTS

Grantee shall provide their indirect cost rate that has been negotiated between their entity and the federal government. If no such rate exists a de minimis indirect cost rate of 10% of modified total direct costs (MTDC) may be used.

13. INSURANCE

Each party certifies that it is self-insured under the State's or local government self-insurance liability program, and shall be responsible for losses for which it is found liable.

14. NON-COMPLIANCE WITH NON-DISCRIMINATION LAWS

During the performance of this Grant, the Grantee shall comply with all federal, state, and local nondiscrimination laws, regulations and policies. In the event of the Grantee's non-compliance or refusal to comply with any nondiscrimination law, regulation or policy, this Grant may be rescinded, canceled or terminated in whole or in part, and the Grantee may be declared ineligible for further Grants with COMMERCE. The Grantee shall, however, be given a reasonable time in which to cure this noncompliance. Any dispute may be resolved in accordance with the "Disputes" procedure set forth herein.

The funds provided under this Grant may not be used to fund religious worship, exercise, or instruction. No person shall be required to participate in any religious worship, exercise, or instruction in order to have access to the facilities funded by this Grant.

15. NON-SUPPLANTING

The Grantee agrees that grant funds will be used to supplement, not supplant, non-federal funds that would otherwise be available for the activities under this Grant. Violation of the non-supplanting requirement can result in a range of penalties, including suspension of future funds under this Grant, recoupment of monies provided under this Grant, and civil and/or criminal penalties.

16. POLITICAL ACTIVITIES

Political activity of Grantee's employees and officers are limited by the State Campaign Finances and Lobbying provisions of Chapter 42.17A RCW and the Federal Hatch Act, 5 U.S.C. 1501 - 1508.

No funds may be used for working for or against ballot measures or for or against the candidacy of any person for public office.

17. POTENTIAL FRAUD, WASTE, ABUSE, AND SIMILAR MISCONDUCT

The Grantee agrees to promptly refer to the Department of Justice Office of the Inspector General (OIG) any credible evidence that a principal, employee, agent, subgrantee, contractor, subcontractor, or other person has, in connection with funds under this award – (1) submitted a claim that violates the False Claims Act; or (2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct.

Potential fraud, waste, abuse, or misconduct involving or relating to funds under this award should be reported to the OIG by – (1) online submission accessible via the OIG webpage at <https://oig.justice.gov/hotline/contact-grants.htm> (select "Submit Report Online"); (2) mail directed to: U.S. Department of Justice, Office of the Inspector General, Investigations Division, ATTN: Grantee Reporting, 950 Pennsylvania Ave., NW, Washington, DC 20530; (3) by facsimile directed to the DOJ OIG Fraud Detection Office (Attn: Grantee Reporting) at (202) 616-9881 (fax). Additional information

is available from the DOJ OIG website at <https://oig.justice.gov/hotline>.

18. PROCUREMENT STANDARDS FOR FEDERALLY FUNDED PROGRAMS

All Grantees must establish procurement policies and procedures in accordance with 2 C.F.R. Part 200, for all purchases funded by this Grant.

The Grantee's procurement system should include at least the following:

- A. A code or standard of conduct that shall govern the performance of its officers, employees, or agents engaged in the awarding of contracts using federal funds.
- B. Procedures that ensure all procurement transactions shall be conducted in a manner to provide, to the maximum extent practical, open and free competition.
- C. Minimum procedural requirements, as follows:
 - i. Follow a procedure to assure the avoidance of purchasing unnecessary or duplicative items.
 - ii. Solicitations shall be based upon a clear and accurate description of the technical requirements of the procured items.
 - iii. Positive efforts shall be made to use small and minority-owned businesses.
 - iv. The type of procuring instrument (fixed price, cost reimbursement) shall be determined by the Grantee, but must be appropriate for the particular procurement and for promoting the best interest of the program involved.
 - v. Contracts shall be made only with reasonable subcontractors who possess the potential ability to perform successfully under the terms and conditions of the proposed procurement.
 - vi. Some form of price or cost analysis should be performed in connection with every procurement action.
 - vii. Procurement records and files for purchases shall include all of the following:
 - 1) Subcontractor selection or rejection.
 - 2) The basis for the cost or price.
 - 3) Justification for lack of competitive bids if offers are not obtained.
 - viii. A system for contract administration to ensure subcontractor conformance with terms, conditions and specifications of this Grant, and to ensure adequate and timely follow-up of all purchases.
- D. Grantee and Subgrantee must receive prior approval from COMMERCE for using funds from this Grant to enter into a sole source contract or a contract where only one bid or proposal is received when value of this Grant is expected to exceed \$5,000.

Prior approval requests shall include a copy of proposed contracts and any related procurement documents and justification for non-competitive procurement, if applicable.

19. REPORTING

The Grantee shall submit an annual progress report electronically on a form provided by COMMERCE for the work performed. The electronic report is due to COMMERCE **January 15, 2024** (for the performance period January 1, 2023 through December 31, 2023). The Grantee shall maintain documentation and records that support the progress report.

20. SERVICES TO LIMITED-ENGLISH-PROFICIENT (LEP) PERSONS

To ensure compliance with Title VI and the Safe Streets Act, Grantees are required to make reasonable steps to ensure that LEP persons have meaningful access to their programs. Meaningful access may entail providing language assistance services, including interpretation and translation services, where necessary. Recipients are encouraged to consider the need for language services for LEP persons served or encountered both in developing their programs and budgets and in conducting their programs and activities. Reasonable costs associated with providing meaningful access for LEP individuals are considered allowable program costs. Additional assistance regarding LEP obligations and information may be found at www.lep.gov.

21. STATUTORY AND REGULATORY REQUIREMENTS

The Grantee agrees to comply with all relevant statutory and regulatory requirements which may include, among other relevant authorities, the Violence Against Women Act of 1994, P.L. 103-322, Violence Against Women Act of 2000, P.L. 106-386, Omnibus Crime Control and Safe Streets Act of 1968, 42 U.S.C. 3711 et seq., the Violence Against Women and Department of Justice Reauthorization Act of 2005, P.L. 109-162, the Violence Against Women Reauthorization Act of 2013, P.L. 113-4, and OVW's implementing regulations at 28 C.F.R. Part 90.

22. SUBGRANTEE/SUBCONTRACTOR DATA COLLECTION

Grantee will submit reports, in a form and format to be provided by Commerce and at intervals as agreed by the parties, regarding work under this Grant performed by subgrantees/subcontractors and the portion of Grant funds expended for work performed by subgrantees/subcontractors, including but not necessarily limited to minority-owned, woman-owned, and veteran-owned business subgrantees/subcontractors. "Subgrantees/subcontractors" shall mean subgrantees of any tier.

23. VAWA 2013 NON-DISCRIMINATION PROVISION

The Grantee acknowledges that 34 U.S.C. § 12291(b)(13) prohibits recipients of OVW awards from excluding, denying benefits to, or discriminating against any person on the basis of actual or perceived race, color, religion, national origin, sex, gender identity, sexual orientation, or disability in any program or activity funded in whole or in part by this Grant. Grantees may provide sex-segregated or sex-specific programming if doing so is necessary to the essential operations of the programs, so long as the Grantee provides comparable services to those who cannot be provided with sex-segregated or sex-specific programming. The Grantee agrees that it will comply with this provision.

24. ORDER OF PRECEDENCE

In the event of an inconsistency in this Grant, the inconsistency shall be resolved by giving precedence in the following order:

- Applicable federal and state of Washington statutes and regulations
- Special Terms and Conditions
- Attachment A: Certification of Compliance with Federal Regulations
- Attachment B: U.S. Department of Justice Certified Standard Assurances
- Attachment C: EEOP Compliance Certification Form
- Attachment D: Restrictions and Certifications Regarding Non-Disclosure Agreements and Related Matters
- Attachment E: Requirement to Report Actual or Imminent Breach of Personally Identifiable Information

- **Attachment F: Scope of Work**
- **Attachment G: Budget**
- **General Terms and Conditions**
- **Application for Funding as submitted and approved by COMMERCE**

General Terms and Conditions

1. DEFINITIONS

As used throughout this Grant, the following terms shall have the meaning set forth below:

- A. "Authorized Representative" shall mean the Director and/or the designee authorized in writing to act on the Director's behalf.
- B. "COMMERCE" shall mean the Washington Department of Commerce.
- C. "Grant" or "Agreement" or "Contract" means the entire written agreement between COMMERCE and the Grantee, including any Exhibits, documents, or materials incorporated by reference. E-mail or Facsimile transmission of a signed copy of this Grant shall be the same as delivery of an original.
- D. "Grantee" shall mean the entity identified on the face sheet performing service(s) under this Grant, and shall include all employees and agents of the Grantee.
- E. "Modified Total Direct Costs" (MTDC) shall mean all direct salaries and wages, applicable fringe benefits, materials and supplies, services, travel, and up to the first \$25,000 of each subaward (regardless of the period of performance of the subawards under the award). MTDC excludes equipment, capital expenditures, charges for patient care, rental costs, tuition remission, scholarships and fellowships, participant support costs and the portion of each subaward in excess of \$25,000.
- F. "Personal Information" shall mean information identifiable to any person, including, but not limited to, information that relates to a person's name, health, finances, education, business, use or receipt of governmental services or other activities, addresses, telephone numbers, social security numbers, driver license numbers, other identifying numbers, and any financial identifiers, and "Protected Health Information" under the federal Health Insurance Portability and Accountability Act of 1996 (HIPAA).
- G. "State" shall mean the state of Washington.
- H. "Subaward" shall mean an award provided by a pass-through entity to a subrecipient for the subrecipient to carry out part of a Federal award received by the pass-through entity. It does not include payments to a contractor or payments to an individual that is a beneficiary of a Federal program. A subaward may be provided through any form of legal agreement, including an agreement that the pass-through entity considers a contract.
- I. "Subgrantee/subcontractor" shall mean one not in the employment of the Grantee, who is performing all or part of those services under this Grant under a separate Grant or contract with the Grantee. The terms "subcontractor" and "subcontractors" mean subcontractor(s) in any tier.
- J. "Subrecipient" shall mean a non-Federal entity that receives a subaward from a pass-through entity to carry out part of a Federal program; but does not include an individual that is a beneficiary of such program. A subrecipient may also be a recipient of other Federal awards directly from a Federal awarding agency.

2. ALL WRITINGS CONTAINED HEREIN

This Grant contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this Grant shall be deemed to exist or to bind any of the parties hereto.

3. AMENDMENTS

This Grant may be amended by mutual agreement of the parties. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind each of the parties.

4. ASSIGNMENT

Neither this Grant, work thereunder, nor any claim arising under this Grant, shall be transferred or assigned by the Grant without prior written consent of COMMERCE.

5. CONFIDENTIALITY AND SAFEGUARDING OF INFORMATION

A. "Confidential Information" as used in this section includes:

- i. All material provided to the Grantee by COMMERCE that is designated as "confidential" by COMMERCE;
- ii. All material produced by the Grantee that is designated as "confidential" by COMMERCE; and
- iii. All Personal Information in the possession of the Grantee that may not be disclosed under state or federal law.

B. The Grantee shall comply with all state and federal laws related to the use, sharing, transfer, sale, or disclosure of Confidential Information. The Grantee shall use Confidential Information solely for the purposes of this Grant and shall not use, share, transfer, sell or disclose any Confidential Information to any third party except with the prior written consent of COMMERCE or as may be required by law. The Grantee shall take all necessary steps to assure that Confidential Information is safeguarded to prevent unauthorized use, sharing, transfer, sale or disclosure of Confidential Information or violation of any state or federal laws related thereto. Upon request, the Grantee shall provide COMMERCE with its policies and procedures on confidentiality. COMMERCE may require changes to such policies and procedures as they apply to this Grant whenever COMMERCE reasonably determines that changes are necessary to prevent unauthorized disclosures. The Grantee shall make the changes within the time period specified by COMMERCE. Upon request, the Grantee shall immediately return to COMMERCE any Confidential Information that COMMERCE reasonably determines has not been adequately protected by the Grantee against unauthorized disclosure.

C. Unauthorized Use or Disclosure. The Grantee shall notify COMMERCE within five (5) working days of any unauthorized use or disclosure of any confidential information, and shall take necessary steps to mitigate the harmful effects of such use or disclosure.

6. COPYRIGHT

Unless otherwise provided, all Materials produced under this Grant shall be considered "works for hire" as defined by the U.S. Copyright Act and shall be owned by COMMERCE. COMMERCE shall be considered the author of such Materials. In the event the Materials are not considered "works for hire" under the U.S. Copyright laws, the Grantee hereby irrevocably assigns all right, title, and interest in all Materials, including all intellectual property rights, moral rights, and rights of publicity to COMMERCE effective from the moment of creation of such Materials.

"Materials" means all items in any format and includes, but is not limited to, data, reports, documents, pamphlets, advertisements, books, magazines, surveys, studies, computer programs, films, tapes, and/or sound reproductions. "Ownership" includes the right to copyright, patent, register and the ability to transfer these rights.

For Materials that are delivered under the Grant, but that incorporate pre-existing materials not produced under the Grant, the Grantee hereby grants to COMMERCE a nonexclusive, royalty-free, irrevocable license (with rights to sublicense to others) in such Materials to translate, reproduce, distribute, prepare derivative works, publicly perform, and publicly display. The Grantee warrants and

represents that the Grantee has all rights and permissions, including intellectual property rights, moral rights and rights of publicity, necessary to grant such a license to COMMERCE.

The Grantee shall exert all reasonable effort to advise COMMERCE, at the time of delivery of Materials furnished under this Grant, of all known or potential invasions of privacy contained therein and of any portion of such document which was not produced in the performance of this Grant. The Grantee shall provide COMMERCE with prompt written notice of each notice or claim of infringement received by the Grantee with respect to any Materials delivered under this Grant. COMMERCE shall have the right to modify or remove any restrictive markings placed upon the Materials by the Grantee.

7. DISPUTES

In the event that a dispute arises under this Agreement, it shall be determined by a Dispute Board in the following manner: Each party to this Agreement shall appoint one member to the Dispute Board. The members so appointed shall jointly appoint an additional member to the Dispute Board. The Dispute Board shall review the facts, Agreement terms and applicable statutes and rules and make a determination of the dispute. The Dispute Board shall thereafter decide the dispute with the majority prevailing. The determination of the Dispute Board shall be final and binding on the parties hereto. As an alternative to this process, either of the parties may request intervention by the Governor, as provided by RCW 43.17.330, in which event the Governor's process will control.

8. GOVERNING LAW AND VENUE

This Contract shall be construed and interpreted in accordance with the laws of the state of Washington, and the venue of any action brought hereunder shall be in the Superior Court for Thurston County.

9. INDEMNIFICATION

Each party shall be solely responsible for the acts of its employees, officers, and agents.

10. LICENSING, ACCREDITATION AND REGISTRATION

The Grantee shall comply with all applicable local, state, and federal licensing, accreditation and registration requirements or standards necessary for the performance of this Grant.

11. RECAPTURE

In the event that the Grantee fails to perform this Grant in accordance with state laws, federal laws, and/or the provisions of this Grant, COMMERCE reserves the right to recapture funds in an amount to compensate COMMERCE for the noncompliance in addition to any other remedies available at law or in equity.

Repayment by the Grantee of funds under this recapture provision shall occur within the time period specified by COMMERCE. In the alternative, COMMERCE may recapture such funds from payments due under this Grant.

12. RECORDS MAINTENANCE

The Grantee shall maintain books, records, documents, data and other evidence relating to this Grant and performance of the services described herein, including but not limited to accounting procedures and practices that sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Grant.

The Grantee shall retain such records for a period of six (6) years following the date of final payment. At no additional cost, these records, including materials generated under the Grant, shall be subject at all reasonable times to inspection, review or audit by COMMERCE, personnel duly authorized by

COMMERCE, the Office of the State Auditor, and federal and state officials so authorized by law, regulation or agreement.

If any litigation, claim or audit is started before the expiration of the six (6) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.

13. SAVINGS

In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of this Grant and prior to normal completion, COMMERCE may suspend or terminate the Grant under the "Termination for Convenience" clause, without the ten (10) calendar day notice requirement. In lieu of termination, the Grant may be amended to reflect the new funding limitations and conditions.

14. SEVERABILITY

The provisions of this Grant are intended to be severable. If any term or provision is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of the Grant.

15. SUBGRANTING

The Grantee may only subgrant work contemplated under this Grant if it obtains the prior written approval of COMMERCE.

If COMMERCE approves subgranting, the Grantee shall maintain written procedures related to subgranting, as well as copies of all subgrants and records related to subgrants. For cause, COMMERCE in writing may: (a) require the Grantee to amend its subgranting procedures as they relate to this Grant; (b) prohibit the Grantee from subgranting with a particular person or entity; or (c) require the Grantee to rescind or amend a subgrant.

Every subgrant shall bind the Subgrantee to follow all applicable terms of this Grant. The Grantee is responsible to COMMERCE if the Subgrantee fails to comply with any applicable term or condition of this Grant. The Grantee shall appropriately monitor the activities of the Subgrantee to assure fiscal conditions of this Grant. In no event shall the existence of a subgrant operate to release or reduce the liability of the Grantee to COMMERCE for any breach in the performance of the Grantee's duties.

Every subgrant shall include a term that COMMERCE and the State of Washington are not liable for claims or damages arising from a Subgrantee's performance of the subgrant.

16. SURVIVAL

The terms, conditions, and warranties contained in this Grant that by their sense and context are intended to survive the completion of the performance, cancellation or termination of this Grant shall so survive.

17. TERMINATION FOR CAUSE

In the event COMMERCE determines the Grantee has failed to comply with the conditions of this Grant in a timely manner, COMMERCE has the right to suspend or terminate this Grant. Before suspending or terminating the Grant, COMMERCE shall notify the Grantee in writing of the need to take corrective action. If corrective action is not taken within 30 calendar days, the Grant may be terminated or suspended.

In the event of termination or suspension, the Subgrantee shall be liable for damages as authorized by law including, but not limited to, any cost difference between the original Grant and the replacement or cover Grant and all administrative costs directly related to the replacement Grant, e.g., cost of the competitive bidding, mailing, advertising and staff time.

COMMERCE reserves the right to suspend all or part of the Grant, withhold further payments, or prohibit the Grantee from incurring additional obligations of funds during investigation of the alleged compliance breach and pending corrective action by the Grantee or a decision by COMMERCE to terminate the Grant. A termination shall be deemed a "Termination for Convenience" if it is determined that the Grantee: (1) was not in default; or (2) failure to perform was outside of his or her control, fault or negligence.

The rights and remedies of COMMERCE provided in this Grant are not exclusive and are, in addition to any other rights and remedies, provided by law.

18. TERMINATION FOR CONVENIENCE

Except as otherwise provided in this Grant, COMMERCE may, by ten (10) business days written notice, beginning on the second day after the mailing, terminate this Grant, in whole or in part. If this Grant is so terminated, COMMERCE shall be liable only for payment required under the terms of this Grant for services rendered or goods delivered prior to the effective date of termination.

19. TERMINATION PROCEDURES

Upon termination of this Grant, COMMERCE, in addition to any other rights provided in this Grant, may require the Grantee to deliver to COMMERCE any property specifically produced or acquired for the performance of such part of this Grant as has been terminated. The provisions of the "Treatment of Assets" clause shall apply in such property transfer.

COMMERCE shall pay to the Grantee the agreed upon price, if separately stated, for completed work and services accepted by COMMERCE, and the amount agreed upon by the Grantee and COMMERCE for (i) completed work and services for which no separate price is stated, (ii) partially completed work and services, (iii) other property or services that are accepted by COMMERCE, and (iv) the protection and preservation of property, unless the termination is for default, in which case the Authorized Representative shall determine the extent of the liability of COMMERCE. Failure to agree with such determination shall be a dispute within the meaning of the "Disputes" clause of this Grant. COMMERCE may withhold from any amounts due the Grantee such sum as the Authorized Representative determines to be necessary to protect COMMERCE against potential loss or liability.

The rights and remedies of COMMERCE provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Grant.

After receipt of a notice of termination, and except as otherwise directed by the Authorized Representative, the Grantee shall:

- A. Stop work under the Grant on the date, and to the extent specified, in the notice;
- B. Place no further orders or subgrants for materials, services, or facilities except as may be necessary for completion of such portion of the work under the Grant that is not terminated;
- C. Assign to COMMERCE, in the manner, at the times, and to the extent directed by the Authorized Representative, all of the rights, title, and interest of the Grantee under the orders and subgrants so terminated, in which case COMMERCE has the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders and subgrants;
- D. Settle all outstanding liabilities and all claims arising out of such termination of orders and subgrants, with the approval or ratification of the Authorized Representative to the extent the Authorized Representative may require, which approval or ratification shall be final for all the purposes of this clause;
- E. Transfer title to COMMERCE and deliver in the manner, at the times, and to the extent directed by the Authorized Representative any property which, if the Grant had been completed, would have been required to be furnished to COMMERCE;
- F. Complete performance of such part of the work as shall not have been terminated by the Authorized Representative; and

- G. Take such action as may be necessary, or as the Authorized Representative may direct, for the protection and preservation of the property related to this Grant, which is in the possession of the Grantee and in which COMMERCE has or may acquire an interest.

20. TREATMENT OF ASSETS

Title to all property furnished by COMMERCE shall remain in COMMERCE. Title to all property furnished by the Grantee, for the cost of which the Grantee is entitled to be reimbursed as a direct item of cost under this Grant, shall pass to and vest in COMMERCE upon delivery of such property by the Grantee. Title to other property, the cost of which is reimbursable to the Grantee under this Grant, shall pass to and vest in COMMERCE upon (i) issuance for use of such property in the performance of this Grant, or (ii) commencement of use of such property in the performance of this Grant, or (iii) reimbursement of the cost thereof by COMMERCE in whole or in part, whichever first occurs.

- A. Any property of COMMERCE furnished to the Grantee shall, unless otherwise provided herein or approved by COMMERCE, be used only for the performance of this Grant.
- B. The Grantee shall be responsible for any loss or damage to property of COMMERCE that results from the negligence of the Grantee or which results from the failure on the part of the Grantee to maintain and administer that property in accordance with sound management practices.
- C. If any COMMERCE property is lost, destroyed or damaged, the Grantee shall immediately notify COMMERCE and shall take all reasonable steps to protect the property from further damage.
- D. The Grantee shall surrender to COMMERCE all property of COMMERCE prior to settlement upon completion, termination or cancellation of this Grant.
- E. All reference to the Grantee under this clause shall also include Grantee's employees, agents or subgrantees/subcontractors.

21. WAIVER

Waiver of any default or breach shall not be deemed to be a waiver of any subsequent default or breach. Any waiver shall not be construed to be a modification of the terms of this Grant unless stated to be such in writing and signed by Authorized Representative of COMMERCE.

Attachment A: Certification of Compliance with Federal Regulations

All OVW award recipients, and any subrecipient ("subgrantee") at any tier, must comply with the requirements below. In addition, the general terms and conditions applicable to all OVW grants and cooperative agreements are available at <https://www.justice.gov/ovw/award-conditions>. These do not supersede any specific conditions in this award document.

1. Part 200 Uniform Requirements and Compliance with DOJ Grants Financial Guide

The recipient agrees to comply with the Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 C.F.R. Part 200, as adopted and supplemented by the Department of Justice (DOJ) in 2 C.F.R. Part 2800 (together, the "Part 200 Uniform Requirements"), and the current edition of the DOJ Grants Financial Guide as posted on the OVW website, including any updated version that may be posted during the period of performance. The details of this requirement are posted on the OVW website at <https://www.justice.gov/ovw/award-conditions> (Award condition: *Applicability of Part 200 Uniform Requirements and Compliance with DOJ Grants Financial Guide*), and are incorporated by reference here.

2. Requirements related to System for Award Management and unique entity identifiers

Grantees may not receive a grant unless they have obtained a Unique Entity Identifier from the System for Award Management (SAM), currently at <https://www.sam.gov>. Recipients are not required to maintain an active SAM registration, but must obtain a Unique Entity Identifier. Recipients must provide their Unique Entity Identifier when requested.

3. Requirement to report actual or imminent breach of personally identifiable information (PII)

The recipient (and any subrecipient at any tier) must have written procedures in place to respond in the event of an actual or imminent breach (as defined in OMB M-17-12) if it (or a subrecipient)-- 1) creates, collects, uses, processes, stores, maintains, disseminates, discloses, or disposes of personally identifiable information (PII) (as defined in 2 C.F.R. 200.1) within the scope of an OVW grant-funded program or activity, or 2) uses or operates a Federal information system (as defined in OMB Circular A-130). The recipient's breach procedures must include a requirement to report actual or imminent breach of PII to an OVW Program Manager no later than 24 hours after an occurrence of an actual breach, or the detection of an imminent breach.

4. Requirements pertaining to prohibited conduct related to trafficking in persons (including reporting requirements and OVW authority to terminate award)

The recipient, and any subrecipient (subgrantee) at any tier, must comply with all applicable requirements (including requirements to report allegations) pertaining to prohibited conduct related to the trafficking of persons, whether on the part of recipients, subrecipients (subgrantees), or individuals defined (for purposes of this condition) as "employees" of the recipient or of any subrecipient. The details of the recipient's obligations related to prohibited conduct related to trafficking in persons are posted on the OVW website at <https://www.justice.gov/ovw/award-conditions> (Award Condition: Prohibited conduct by recipients and subrecipients related to trafficking in persons (including reporting requirements and OVW authority to terminate award)), and are incorporated by reference here.

5. Determinations of suitability to interact with participating minors

The recipient, and any subrecipient at any tier, must make determinations of suitability before certain individuals may interact with participating minors. This requirement applies regardless of an individual's employment status. The details of this requirement are posted on the OVW website at <https://www.justice.gov/ovw/award-conditions> (Award condition: Determination of suitability required, in advance, for certain individuals who may interact with participating minors), and are incorporated by reference here.

6. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Parts 42, 38, and 54

The recipient, and any subrecipient (subgrantee) at any tier, must comply with all applicable requirements of 28 C.F.R. Part 42, specifically including any applicable requirements in Subpart E of 28 C.F.R. Part 42 that relate to an equal employment opportunity program.

The recipient, and any subrecipient (subgrantee) at any tier, must comply with all applicable requirements of 28 C.F.R. Part 38.

Among other things, 28 C.F.R. Part 38 includes rules that prohibit specific forms of discrimination on the basis of religion, a religious belief, a refusal to hold a religious belief, or refusal to attend or participate in a religious practice. Part 38 also sets out rules and requirements that pertain to recipient and subrecipient (subgrantee) organizations that engage in or conduct explicitly religious activities, as well as rules and requirements that pertain to recipients and subrecipients that are faith-based or religious organizations.

The recipient, and any subrecipient (subgrantee) at any tier, must comply with all applicable requirements of 28 C.F.R. Part 54, which relates to nondiscrimination on the basis of sex in certain "education programs."

7. Compliance with general appropriations-law restrictions on the use of federal funds for this fiscal year

The recipient, and any subrecipient (subgrantee) at any tier, must comply with all applicable restrictions on the use of federal funds set out in federal appropriations statutes. Pertinent restrictions, for each fiscal year, are set out at <https://www.justice.gov/ovw/award-conditions> (Award Condition: General appropriations-law restrictions on use of federal award funds), and are incorporated by reference here. Should a question arise as to whether a particular use of federal funds by a recipient (or a subrecipient) would or might fall within the scope of an appropriations-law restriction, the recipient is to contact OVW for guidance, and may not proceed without the express prior written approval of OVW.

8. Compliance with 41 U.S.C. 4712 (including prohibitions on reprisal; notice to employees)

The recipient (and any subrecipient at any tier) must comply with, and is subject to, all applicable provisions of 41 U.S.C. 4712, including all applicable provisions that prohibit, under specified circumstances, discrimination against an employee as reprisal for the employee's disclosure of information related to gross mismanagement of a federal grant, a gross waste of federal funds, an abuse of authority relating to a federal grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal grant.

The recipient also must inform its employees, in writing (and in the predominant native language of the workforce), of employee rights and remedies under 41 U.S.C. 4712.

Should a question arise as to the applicability of the provisions of 41 U.S.C. 4712 to this award, the recipient is to contact OVW for guidance.

9. Employment eligibility verification for hiring under the award

The recipient must ensure that, as part of the hiring process for any position within the United States that is or will be funded (in whole or in part) with award funds, the recipient (or any subrecipient) properly verifies the employment eligibility of the individual who is being hired, consistent with the provisions of 8 U.S.C. § 1324a(a)(1) and (2). The details of the recipient's obligations under this condition are posted on the OVW website at <https://www.justice.gov/ovw/award-conditions> (Award Condition: *Employment eligibility verification for hiring under award*), and are incorporated by reference here.

10. Restrictions on "lobbying" and policy development

In general, as a matter of federal law, federal funds may not be used by the recipient, or any subrecipient (subgrantee) at any tier, either directly or indirectly, in support of the enactment, repeal, modification or adoption of any law, regulation or policy, at any level of government, in order to avoid violation of 18 U.S.C. 1913. The recipient, or any subrecipient (subgrantee) may, however, use federal funds to collaborate with and provide information to federal, state, local, tribal and territorial public officials and agencies to develop and implement policies and develop and promote state, local, or tribal legislation or model codes designed to reduce or eliminate domestic violence, dating violence, sexual assault, and stalking (as those terms are defined in 34 U.S.C. 12291(a)) when such collaboration and provision of information is consistent with the activities otherwise authorized under this grant program.

Another federal law generally prohibits federal funds awarded by OVV from being used by the recipient, or any subrecipient at any tier, to pay any person to influence (or attempt to influence) a federal agency, a Member of Congress, or Congress (or an official or employee of any of them) with respect to the awarding of a federal grant or cooperative agreement, subgrant, grant, subcontract, or loan, or with respect to actions such as renewing, extending, or modifying any such award. See 31 U.S.C. 1352. Certain exceptions to this law apply, including an exception that applies to Indian tribes and tribal organizations.

11. Confidentiality and information sharing

The recipient agrees to comply with the provisions of 34 U.S.C. 12291(b)(2), nondisclosure of confidential or private information, which includes creating and maintaining documentation of compliance, such as policies and procedures for release of victim information. The recipient also agrees to comply with the regulations implementing this provision at 28 C.F.R. 90.4(b) and "Frequently Asked Questions (FAQs) on the VAWA Confidentiality Provision (34 U.S.C. 12291(b)(2))" on the OVV website at <https://www.justice.gov/ovw/resources-and-faq-grantees>. The recipient also agrees to ensure that all subrecipients (subgrantees) at any tier meet these requirements.

12. Policy for response to workplace-related incidents of sexual misconduct, domestic violence, and dating violence

The recipient, and any subrecipient at any tier, must have a policy, or issue a policy within 270 days of the award date, to address workplace-related incidents of sexual misconduct, domestic violence, and dating violence involving an employee, volunteer, consultant, or contractor. The details of this requirement are posted on the OVV website at <https://www.justice.gov/ovw/award-conditions> (Award Condition: Policy for response to workplace-related sexual misconduct, domestic violence, and dating violence), and are incorporated by reference here.

13. Unreasonable restrictions on competition under the award; association with the federal government

No recipient (or subrecipient, at any tier) may (in any procurement transaction) discriminate against any person or entity on the basis of such person or entity's status as an "associate of the federal government" (or on the basis of such person or entity's status as a parent, affiliate, or subsidiary of such an associate), except as expressly set out in 2 C.F.R. 200.319(a) or as specifically authorized by DOJ. The details of the recipient's obligations under this condition are posted on the OVV website at <https://www.justice.gov/ovw/award-conditions> (Award Condition: *Unreasonable restrictions on competition under the award; association with federal government*), and are incorporated by reference here.

14. Notification of Findings of Discrimination or Non-Compliance

In the event a state or federal court or a state or federal administrative agency makes a finding of discrimination after a due process hearing on the basis of actual or perceived race, color, religion, national origin, sex, gender identity, sexual orientation, age, or disability against the recipient, or a program partner or participant receiving contract funds, the recipient will forward a copy of the finding to the U.S. Department of Justice, Office of Justice Programs, Office of Civil Rights (OCR), and the Department of Commerce (COMMERCE).

The recipient, and any subrecipient ("subgrantee") at any tier, shall include a statement clearly stating whether or not the finding is related to any contract activity supported with a contract in which U.S. Department of Justice funds are involved, and identify all open contracts utilizing U.S. Department of Justice funding by contract number and program title.

15. Copyrighted Works

Pursuant to 2 C.F.R. 200.315(b), the recipient may copyright any work that is subject to copyright and was developed, or for which ownership was acquired, under this award. OVW reserves a royalty-free, nonexclusive, and irrevocable right to reproduce, publish, or otherwise use the work, in whole or in part (including in the creation of derivative works), for federal purposes, and to authorize others to do so.

OVW also reserves a royalty-free, nonexclusive, and irrevocable right to reproduce, publish, or otherwise use, in whole or in part (including in the creation of derivative works), any work developed by a subrecipient (subgrantee) of this award, for federal purposes, and to authorize others to do so.

In addition, the recipient (or subrecipient, contractor, or subcontractor of this award at any tier) must obtain advance written approval from the OVW program manager assigned to this award, and must comply with all conditions specified by the program manager in connection with that approval, before: 1) using award funds to purchase ownership of, or a license to use, a copyrighted work; or 2) incorporating any copyrighted work, or portion thereof, into a new work developed under this award.

It is the responsibility of the recipient (and of each subrecipient, contractor, or subcontractor as applicable) to ensure that this condition is included in any subaward, contract, or subcontract under this award.

As the duly Authorized Representative of the Grantee, I hereby certify that the Grantee (and any subgrantees) will comply with the above regulations, as applicable

Clallam County Sheriff's Office
Agency Name

Name of Authorized Official

Title of Authorized Official

Signature of Authorized Official

Date

Attachment B: U.S. Department of Justice Certified Standard Assurances

On behalf of the Applicant, and in support of this application for a grant or cooperative agreement, I certify under penalty of perjury to the U.S. Department of Justice ("Department"), that all of the following are true and correct:

1. I have the authority to make the following representations on behalf of myself and the Applicant. I understand that these representations will be relied upon as material in any Department decision to make an award to the Applicant based on its application.
2. I certify that the Applicant has the legal authority to apply for the federal assistance sought by the application, and that it has the institutional, managerial, and financial capability (including funds sufficient to pay any required non-federal share of project costs) to plan, manage, and complete the project described in the application properly.
3. I assure that, throughout the period of performance for the award (if any) made by the Department based on the application--
 - A. the Applicant will comply with all award requirements and all federal statutes and regulations applicable to the award;
 - B. the Applicant will require all subrecipients to comply with all applicable award requirements and all applicable federal statutes and regulations; and
 - C. the Applicant will maintain safeguards to address and prevent any organizational conflict of interest, and also to prohibit employees from using their positions in any manner that poses, or appears to pose, a personal or financial conflict of interest.
4. The Applicant understands that the federal statutes and regulations applicable to the award (if any) made by the Department based on the application specifically include statutes and regulations pertaining to civil rights and nondiscrimination, and, in addition--
 - A. the Applicant understands that the applicable statutes pertaining to civil rights will include section 601 of the Civil Rights Act of 1964 (42 U.S.C. § 2000d); section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794); section 901 of the Education Amendments of 1972 (20 U.S.C. § 1681); and section 303 of the Age Discrimination Act of 1975 (42 U.S.C. § 6102);
 - B. the Applicant understands that the applicable statutes pertaining to nondiscrimination may include section 809(c) of Title I of the Omnibus Crime Control and Safe Streets Act of 1968 (34 U.S.C. § 10228(c)); section 1407(e) of the Victims of Crime Act of 1984 (34 U.S.C. § 20110(e)); section 299A(b) of the Juvenile Justice and Delinquency Prevention Act of 2002 (34 U.S.C. § 11182(b)); and that the grant condition set out at section 40002(b)(13) of the Violence Against Women Act (34 U.S.C. § 12291(b)(13)), which will apply to all awards made by the Office on Violence Against Women, also may apply to an award made otherwise;
 - C. the Applicant understands that it must require any subrecipient to comply with all such applicable statutes (and associated regulations); and
 - D. on behalf of the Applicant, I make the specific assurances set out in 28 C.F.R. §§ 42.105 and 42.204.

5. The Applicant also understands that (in addition to any applicable program-specific regulations and to applicable federal regulations that pertain to civil rights and nondiscrimination) the federal regulations applicable to the award (if any) made by the Department based on the application may include, but are not limited to, 2 C.F.R. Part 2800 (the DOJ "Part 200 Uniform Requirements") and 28 C.F.R. Parts 22 (confidentiality - research and statistical information), 23 (criminal intelligence systems), 38 (regarding faith-based or religious organizations participating in federal financial assistance programs), and 46 (human subjects protection).
6. I assure that the Applicant will assist the Department as necessary (and will require subrecipients and contractors to assist as necessary) with the Department's compliance with section 106 of the National Historic Preservation Act of 1966 (54 U.S.C. § 306108), the Archeological and Historical Preservation Act of 1974 (54 U.S.C. §§ 312501-312508), and the National Environmental Policy Act of 1969 (42 U.S.C. §§ 4321-4335), and 28 C.F.R. Parts 61 (NEPA) and 63 (floodplains and wetlands).
7. I assure that the Applicant will give the Department and the Government Accountability Office, through any Authorized Representative, access to, and opportunity to examine, all paper or electronic records related to the award (if any) made by the Department based on the application.
8. I assure that, if the Applicant is a governmental entity, with respect to the award (if any) made by the Department based on the application—
 - A. it will comply with the requirements of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §§ 4601-4655), which govern the treatment of persons displaced as a result of federal and federally-assisted programs; and
 - B. it will comply with requirements of 5 U.S.C. §§ 1501-1508 and 7324-7328, which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by federal assistance.
9. If the Applicant applies for and receives an award from the Office of Community Oriented Policing Services (COPS Office), I assure that as required by 34 U.S.C. § 10382(c)(11), it will, to the extent practicable and consistent with applicable law—including, but not limited to, the Indian Self-Determination and Education Assistance Act—seek, recruit, and hire qualified members of racial and ethnic minority groups and qualified women in order to further effective law enforcement by increasing their ranks within the sworn positions, as provided under 34 U.S.C. § 10382(c)(11).
10. If the Applicant applies for and receives a DOJ award under the STOP School Violence Act program, I assure as required by 34 U.S.C. 10552(a)(3), that it will maintain and report such data, records, and information (programmatic and financial) as DOJ may reasonably require.

I acknowledge that a materially false, fictitious, or fraudulent statement (or concealment or omission of a material fact) in this certification, or in the application that it supports, may be the subject of criminal prosecution (including under 18 U.S.C. §§ 1001 and/or 1621, and/or 34 U.S.C. §§ 10271-10273), and also may subject me and the Applicant to civil penalties and administrative remedies for false claims or otherwise (including under 31 U.S.C. §§ 3729-3730 and 3801-3812). I also acknowledge that the Department's awards, including certifications provided in connection with such awards, are subject to review by the Department, including by its Office of the Inspector General.

Clallam County Sheriff's Office
Agency Name

Name of Authorized Official

Title of Authorized Official

Signature of Authorized Official

Date

Attachment C: EEOP Compliance Certification Form

Recipient's Name: Clallam County Sheriff's Office		
Address: DBA SHERIFF 223 E 4TH ST STE 3, PORT ANGELES, WA 98362		
Is agency a ☐ Direct or ☒ Sub recipient of OJP, OVW or COPS funding?		Law Enforcement Agency? ☐ Yes ☐ No
UEI Number: JV6JJNELRBS5	Vendor Number (only if direct recipient): N/A	
Name and Title of Contact Person: Elizabeth Waknitz, Administrative Specialist		
Telephone Number: (360) 417-2393	E-Mail Address: Ewaknitz@co.clallam.wa.us	

Section A—Declaration Claiming Complete Exemption from the EEOP Requirement

Please check all the following boxes that apply:

☐ Less than fifty employees.	☐ Indian tribe.	☐ Medical Institution.
☐ Nonprofit Organization.	☐ Educational Institution.	☐ Receiving an award less than \$25,000

I, _____ [responsible official], certify that [recipient] is not required to prepare an EEOP for the reason(s) checked above, pursuant to 28 C.F.R. § 42.302.

I further certify that _____ [recipient] will comply with all applicable federal civil rights laws that prohibit discrimination in employment and in the delivery of services.

Print or Type Name and Title	Signature	Date
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Section B—Declaration Claiming Exemption from EEOP Submission Requirement and Certifying That an EEOP Is on File for Review

If a recipient has fifty or more employees and is receiving a single award or, subaward of \$25,000 or more, but less than \$500,000, then the recipient agency does not have to submit an EEOP to the OCR for review as long as it certifies the following (42 C.F.R. § 42.305):

I, _____ [responsible official], certify that _____ [recipient] Which has fifty or more employees and is receiving a single award for \$25,000 or more, but less than \$500,000, has formulated an EEOP in accordance with 28 C.F.R. pt. 42, subpt. E. I further certify that within the last twenty-four months, the proper authority has formulated and signed into effect the EEOP and, as required by applicable federal law, it is available for review by the public, employees, the appropriate state planning agency, and the Office for Civil Rights, Office of Justice Programs, U.S. Department of Justice. The EEOP is on file at the following office:

_____ [organization],

_____ [address].

Print or Type Name and Title	Signature	Date
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Section C—Declaration Stating that an EEOP Short Form Has Been Submitted to the Office for Civil Rights for Review

If a recipient agency has fifty or more employees and is receiving a single award or subaward of \$500,000 or more, then the recipient agency must send an EEOP Short Form to the OCR for review.

I, _____ [responsible official], certify that _____ [recipient], which has fifty or more employees and is receiving a single award of \$500,000 or more, has formulated an EEOP in accordance with 28 C.F.R. pt. 42, subpt. E, and sent it for review on _____ [date] to the Office for Civil Rights, Office of Justice Programs, U.S. Department of Justice.

Print or Type Name and Title	Signature	Date
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Attachment D: Restrictions and Certifications Regarding Non-Disclosure Agreements and Related Matters

No recipient or subrecipient ("subgrantee") under this award, or entity that receives a procurement contract or subcontract with any funds under this award, may require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts, or purports to prohibit or restrict, the reporting (in accordance with law) of waste, fraud, or abuse to an investigative or law enforcement representative of a federal department or agency authorized to receive such information.

The foregoing is not intended, and shall not be understood by the agency making this award, to contravene requirements applicable to Standard Form 312 (which relates to classified information), Form 4414 (which relates to sensitive compartmented information), or any other form issued by a federal department or agency governing the non-disclosure of classified information.

1. In accepting this award, the recipient—
 - A. represents that it neither requires nor has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and
 - B. certifies that, if it learns or is notified that it is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.
2. If the recipient does or is authorized under this award to make subawards ("subgrants"), procurement contracts, or both—
 - A. it represents that—
 - 1) it has determined that no other entity that the recipient's application proposes may or will receive award funds (whether through a subaward ("subgrant"), procurement contract, or subcontract under a procurement contract) either requires or has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and
 - 2) it has made appropriate inquiry, or otherwise has an adequate factual basis, to support this representation; and
 - B. it certifies that, if it learns or is notified that any subrecipient, contractor, or subcontractor entity that receives funds under this award is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds to or by that entity, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

Clallam County Sheriff's Office

Agency Name

Name of Authorized Official

Title of Authorized Official

Signature of Authorized Official

Date

Attachment E: Requirement to Report Actual or Imminent Breach of Personally Identifiable Information

The Grantee (and any Subgrantee) must have written procedures in place to respond in the event of an actual or imminent breach (as defined in OMB M-17-12) if it (or a subgrantee)-- 1) creates, collects, uses, processes, stores, maintains, disseminates, discloses, or disposes of personally identifiable information (PII) (as defined in 2 C.F.R. 200.79) within the scope of an OVW grant-funded program or activity, or 2) uses or operates a Federal information system (as defined in OMB Circular A-130).

The Grantee's breach procedures must include a requirement to report actual or imminent breach of personally identifiable information to the Authorized Representative identified on the Face Sheet of this Grant no later than 24 hours after an occurrence of an actual breach, or the detection of an imminent breach.

Subgrantee's breach procedures must include a requirement to report actual or imminent breach of personally identifiable information to the Grantee no later than 24 hours after an occurrence of an actual breach, or the detection of an imminent breach.

Grantees (and any Subgrantee) are prohibited from disclosing, revealing, or releasing personally identifying information or individual information collected in connection with services requested, utilized, or denied through the Grantee's (and any Subgrantee's) programs, regardless of whether the information has been encoded, encrypted, hashed, or otherwise protected (34 U.S.C. § 12291(b)(2)).

As the duly Authorized Representative of the Grantee, I hereby certify that the Grantee (and any Subgrantee) will comply with the above requirements. I also understand, as part of grant monitoring, OCVA staff may request a copy of Grantee's breach procedures.

Clallam County Sheriff's Office

Agency Name

Name of Authorized Official

Title of Authorized Official

Signature of Authorized Official

Date

Attachment F: Scope of Work

January 1, 2023 through December 31, 2023

Clallam County Sheriff's Office shall provide staff and furnish goods and services necessary to accomplish the activities under the STOP Violence Against Women Formula Grant Program during the Grant period.

This Grant is not a Benefit or Entitlement to the Grantee. It is not to be used to acquire property or services for the state government's direct benefit. The principle purpose of this Grant is to provide funding for Clallam County Sheriff's Office to accomplish a public purpose.

Funding from this Grant must be used to support the Grantee's STOP Violence Against Women Formula Grant Program. Grantee must ensure that activities funded under this Grant program are available to adult or youth victims (ages 11 or older) of domestic violence, sexual assault, stalking or dating violence during Grantee's regular business hours and shall include, but not be limited to:

- training related to crimes involving adult or youth victims (ages 11 and older) of domestic violence, sexual assault, dating violence, and/or stalking;
- training focusing on topics or issues that will increase efforts to hold offenders accountable while enhancing law enforcement's response to adult or youth victims (ages 11 and older) of sexual assault, domestic violence, dating violence, or stalking;
- attend local and/or national training sessions;
- active collaboration with victim service and prosecution to ensure a supportive and strong coordinated response for victims of domestic violence; sexual assault, dating violence, and stalking; and
- ensuring that goods and services, supplies or administrative costs supported by this grant program are related to issues involving adult or youth victims (ages 11 and older) of domestic violence, sexual assault, dating violence or stalking.

Services provided must be consistent with current state and federal laws and mandates.

Outreach, Public Awareness and Education Activities

Grant funds may only be used to support, inform, and outreach to victims about available services. Grantee agrees Grant funds will not be used to conduct public awareness or community education campaigns or related activities.

Coordinated Community Response Team

The Grantee and Subgrantees, if applicable, shall participate at least quarterly, in the county's Coordinated Community Response Team to increase the safety of victims of domestic violence, sexual assault, dating violence and/or stalking and hold offenders accountable. OCVA Program Staff may conduct periodic checks for compliance with participation in the CCR Team. Noncompliance may result in suspension of payments to Grantee under this Grant.

Victim Safety and Recovery

The Grantee and Subgrantees, if applicable, agree that these funds will not support activities that compromise victim safety and recovery and undermine offender accountability, such as:

1. Procedures or policies that exclude victims from receiving safe shelter, advocacy services, counseling, and other assistance based on their actual or perceived sex, age, immigration status, race, religion, sexual orientation, gender identity, mental health condition, physical health condition, criminal record, work in the sex industry, income or lack of income, or the age and/or sex of their children.
2. Procedures or policies that compromise the confidentiality of information and/or privacy of persons receiving services.

3. Procedures or policies that require victims to take certain actions (e.g., seek an order of protection, receive counseling, participate in couples counseling or mediation, report to law enforcement, seek civil or criminal remedies) in order to receive services.
4. Procedures or policies that fail to include conducting safety planning with victims.
5. Project designs, products, services, and/or budgets that fail to account for the unique needs of individuals with disabilities, with limited English proficiency, or who are Deaf or hard of hearing, including accessibility for such individuals.

The Office on Violence Against Women (OVW) does not fund activities that jeopardize victim safety, deter or prevent physical or emotional healing for victims, or allow offenders to escape responsibility for their actions.

Deliverables

The Grantee shall be responsible for the following deliverables:

1. Participation in coordinated community response meetings at least quarterly – As detailed above
2. Reports – As described in Section 19 of the Special Terms and Conditions
3. Vouchers – Must be submitted at least quarterly

Performance Measures

Provision of the deliverables listed above will be measured using the following performance measures:

1. Participation in at least 75% of coordinated community response meetings
2. 100% of required reports will be submitted on time
3. 90% of vouchers will be completed on time

Attachment G: Budget

January 1, 2023 through December 31, 2023

<u>Budget Category</u>	<u>Amount</u>
Salaries	\$ 1,340.00
Benefits	\$ 469.00
Subgrantees	\$ 7,204.00
Goods and Services	\$ 6,880.00
Indirect	\$ 524.00
Total Grant	\$ 16,417.00
Match	\$ 5,473.00
Total Project	\$ 21,890.00

Transfer of funds between line item budget categories must be approved by the Office of Crime Victims Advocacy (OCVA) program staff. A cumulative amount of these transfers exceeding ten (10) percent of the total program budget shall be subject to justification and negotiation between the Grantee and OCVA, including approval from the Grantee's signature authority and the relevant OCVA Section Manager.

The cost of allowable equipment purchased with these funds must be prorated to Grant activity usage, unless items are used 90% or more on Grant activities. Equipment authorized to be purchased with Grant funds must be documented in an inventory system indicating, at a minimum, date of purchase, quantity, and distribution. **Equipment must also be purchased within the first quarter of the Grant.**

Printing of Materials: OCVA must forward requests to print brochures, billboards, and other publications to the Office on Violence Against Women not less than twenty (20) days prior to public release of the materials. **If approved, the printing must be completed within the first three (3) months of the Grant.**

Food and Beverage Costs: The Grantee agrees Grant funds will not be used to purchase food and/or beverages for any meeting, conference, training, or other event, with the exception of support groups or otherwise within the context of victim services where it is necessary and integral to providing services to enhance victim safety. Additional information may be found in the Frequently Asked Questions (FAQs) About STOP Formula Grants available at: <https://www.justice.gov/ovw/page/file/1008816/download>.

Consultant/contractor fees may not exceed \$650 per day (excluding travel and subsistence costs) for an eight-hour day or may not exceed \$81.25 per hour for less than an eight-hour day. Grantees are required to maintain documentation to support all daily or hourly rates.

No Grant funds may be used to maintain or establish a computer network unless such network blocks the viewing, downloading, and exchanging of pornography. However, this does not apply to law enforcement agencies or any other entity carrying out criminal investigations, prosecution, or adjudication activities.



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AGENDA ITEM SUMMARY JAN 30 2023

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

Department: Sheriff

WORK SESSION ☒ **Meeting Date: 1/30/23**

REGULAR AGENDA ☒ **Meeting Date: 2/7/23**

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

Item summary:

- | | | |
|---|--|--------------------------------------|
| ☐ Call for Hearing | ☒ Contract/Agreement/MOU - Contract # 811-23-1 | |
| ☐ Resolution | ☐ Proclamation | ☐ Budget Item |
| ☐ Draft Ordinance | ☐ Final Ordinance | ☐ Other |

Documents exempt from public disclosure attached: ☐

Executive summary: This agreement renews a Sublease between City of Port Angeles and Clallam County for Shared Storage Facility, in which the City agrees to reimburse the County for a portion of the building lease necessary for evidence storage. This agreement renews until terminated, with annual cost adjustments.

Budgetary impact: The cost to the County for this lease, as well as the revenue from the City reimbursing the County, have already been accounted for in this year's budget.

Recommended action: Board approval

County Official signature & print name: Brian King, Sheriff

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

Name of Employee/Stakeholder attending meeting: Beth Waknitz

Relevant Departments: Sheriff

Date submitted: 1/25/23

* 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)

SUBLEASE
BETWEEN
CITY OF PORT ANGELES and CLALLAM COUNTY
SHARED STORAGE FACILITY

THIS AGREEMENT is entered into this ____ day of _____, 2023, by and between the City of Port Angeles, a municipal corporation of the State of Washington (hereinafter referred to as "City") and Clallam County, a political subdivision of the State of Washington (hereinafter referred to as "County").

THE PURPOSE OF THIS AGREEMENT IS TO memorialize the terms under which the County will sublet a portion of a leased warehouse for the purpose of co-locating property and vehicle storage with the City.

NOW, THEREFORE, IT IS MUTUALLY AGREED THAT:

LEASE

The County Sheriff's has leased a 7,000 square foot facility and the City will occupy 1/3rd of the space. The City will sublet from the County at a rate of 1/3rd of the total annual lease amount during the duration of this sublease agreement. The utilities will be paid by the County. The County will maintain custody and control over all property and vehicles maintained at the facility. The City will have access to the facility upon coordination with a Sheriff's Office Property and Evidence Manager or Chief Civil Deputy.

INDEMNIFICATION

The parties will mutually defend, indemnify and hold harmless the other party, its officers, employees, and agents from and against any and all costs, claims, demands, judgments or awards of damages arising out of or in any way resulting from the negligent acts or omissions of the other party, its officers or employees in performing this agreement.

DURATION

This Agreement will remain in effect until terminated in writing by either party.

CONTACT PERSONS

The City and the County will each appoint a representative who will be responsible for the administration of this Agreement. Unless otherwise designated in writing, the City contact person will be the City's Chief of Police. The County contact person will be the Sheriff's Office Chief Civil Deputy.

COMPENSATION

The City has appropriated that public funds be expended to meet this storage need. The source of funds is the City budget. Funds for payment of services to be rendered under this agreement will be available for this purpose. The County will not be obligated to perform services, for which timely payment is not received.

The City's portion to sublet is subject to annual review. The County will draft an annual cost calculation spreadsheet based upon the annual lease cost calculations in the County's lease agreement for the property. The County will submit an annual invoice to the City for the updated annual sublet cost.

A one-time payment for prior sublet use is invoiced for the period 01/01/21 through 12/31/21 in the amount of \$8,664.48 and is due upon execution of this agreement.

AGREEMENT ALTERATIONS AND AMENDMENTS

The City and the County may mutually amend this agreement. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind the City and the County.

TERMINATION

Except as otherwise provided for in this agreement, either party may terminate this agreement upon thirty (30) days written notice. If this agreement is so terminated, the terminating party shall be liable only for performance rendered or costs incurred in accordance with the terms of this agreement prior to the effective date of termination. In the event of termination, the parties agree that any property acquired in connection with this agreement shall remain the property of the party who purchased the property.

DISPUTE RESOLUTION

In the event that a dispute arises under this agreement, it shall be determined in the following manner:

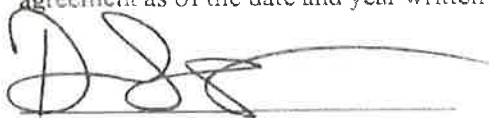
The City shall appoint a member to the Dispute Board. The County will appoint a member to the Dispute Board. The City and the County will jointly appoint a member to the Dispute Board. In the event the City and County are not able to jointly agree on a third member to serve on the Dispute Board, either party may petition the Superior Court for Clallam County to appoint a third member to the Dispute Board. The Dispute Board shall evaluate and adjudicate the dispute. The determination of the Dispute Board shall be final and binding on the parties hereto.

COMPLETE EXPRESSION

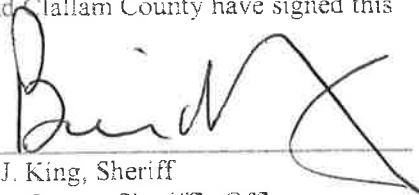
This agreement, and any written attachments or amendments thereto, constitutes the complete agreement of the parties and any oral representations or understandings not incorporated herein are excluded.

ALL WRITINGS CONTAINED HEREIN

IN WITNESS WHEREOF, the City of Port Angeles and Clallam County have signed this agreement as of the date and year written below.



Brian Smith, Chief of Police
Port Angeles Police Department
Date: _____



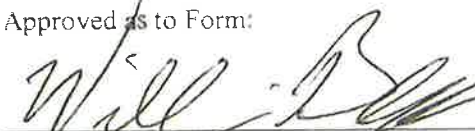
Brian J. King, Sheriff
Clallam County Sheriff's Office
Date: _____



Nathan West, City Manager
City of Port Angeles
Date: _____

Mark Ozias, Chair
Board of Clallam County Commissioners
Date: _____

Approved as to Form:



William E. Bloor, City Attorney

Approved as to Form:



Clallam County Prosecutor's Office



AGENDA ITEM SUMMARY

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

8

JAN 30 2023

Department: Sheriff

WORK SESSION ☒ **Meeting Date:** 1/30/23

REGULAR AGENDA ☒ **Meeting Date:** 2/7/23

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

Item summary:

- | | |
|---|---|
| ☐ Call for Hearing | ☒ Contract/Agreement/MOU - Contract # 817-23-3 |
| ☐ Resolution | ☐ Proclamation ☒ Budget Item |
| ☐ Draft Ordinance | ☐ Final Ordinance ☐ Other |

Documents exempt from public disclosure attached: ☐

Executive summary: This grant from Washington State Military Department Hazardous Materials Emergency Preparedness Grant E23-166 provides funding for Clallam County to hire a consultant to plan and implement a training exercise, to test our revised Local Emergency Planning Committee (LEPC) plan for response to a hazardous materials emergency.

Budgetary impact: Supplemental budget form included. Additional expenditures are offset by additional reimbursement revenue from the state. Match of \$834 is accounted for within salary funding for Emergency Management staff.

Recommended action: Board approval

County Official signature & print name: Brian King, Sheriff

A handwritten signature in blue ink, appearing to read "Brian King".

Name of Employee/Stakeholder attending meeting: Anne Chastain, Beth Waknitz

Relevant Departments: Emergency Management – Sheriff's Office

Date submitted: 1/25/23

* 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)

817-23-3
COPY

Washington State Military Department

HAZARDOUS MATERIALS EMERGENCY PREPAREDNESS GRANT AGREEMENT FACE SHEET

1. Subrecipient Name and Address: Clallam, County of Sheriff's Office, Emergency Management Unit 223 E 4th Street, Suite 12 Port Angeles, WA 98362-3000		2. Grant Agreement Amount: Federal - \$3,334 Match - \$834		3. Grant Agreement Number: E23-166	
4. Subrecipient's Contact, phone/email: Elizabeth Waknitz, 360-417-2393 elizabeth.waknitz@clallamcountywa.gov		5. Grant Agreement Start Date: October 1, 2022		6. Grant Agreement End Date: September 30, 2023	
7. Department Contact, phone/email: Deborah Henderson, 253-512-7470 Deborah.Henderson@mil.wa.gov		8. Unique Entity Identifier (UEI): JV6JJNELRBS5		9. UBI # (state revenue): 054-004-559	
10. Funding Authority: Washington State Military Department (the "Department") and U. S. Department of Transportation (USDOT), Pipeline and Hazardous Materials Safety Administration (PHMSA)					
11. Federal Funding Identification #: 693JK32240049HMEP		12. Federal Award Date: 9/28/2022		13. Assistance Listing # & Title: 20.703 (22HMEP)	
14. Total Federal Amount: \$423,037		15. Program Index # & OBJ/SUB-OBJ: 72352 NZ		16. EIN: 91-6001298	
17. Service Districts: (BY LEGISLATIVE DISTRICT): 24 (BY CONGRESSIONAL DISTRICT): 6		18. Service Area by County(ies): Clallam County		19. Women/Minority-Owned, State Certified?: ☒ N/A ☐ NO ☐ YES, OMWBE #	
20. Agreement Classification: ☐ Personal Services ☐ Client Services ☒ Public/Local Gov't ☐ Collaborative Research ☐ A/E ☐ Other			21. Agreement Type (check all that apply): ☐ Contract ☒ Grant ☒ Agreement ☐ Intergovernmental (RCW 39.34) ☐ Interagency		
22. Subrecipient Selection Process: ☒ "To all who apply & qualify" ☐ Competitive Bidding ☐ Sole Source ☐ A/E RCW ☐ N/A ☐ Filed w/OFM? ☐ Advertised? ☐ YES ☐ NO			23. Subrecipient Type (check all that apply): ☐ Private Organization/Individual ☐ For-Profit ☒ Public Organization/Jurisdiction ☒ Non-Profit ☐ VENDOR ☒ SUBRECIPIENT ☐ OTHER		
24. BRIEF DESCRIPTION: The purpose of the Fiscal Year (FY) 2022 Hazardous Materials Emergency Preparedness (22HMEP) grant program is to provide United State Department of Transportation (USDOT)/ Pipeline and Hazardous Materials Safety Administration (PHMSA) federal awards funds to: increase effectiveness in safely and efficiently handling hazardous materials accidents and incidents; enhance implementation of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA); and encourage a comprehensive approach to emergency training and planning by incorporating the unique challenges of responses to transportation situations. The Department is the Recipient and Pass-through Entity of the 22HMEP Award 693JK32240049HMEP. The 22HMEP grant cycle is for a three-year period of performance, with funding being released each year of the performance period. The first-year allocation Award Letter is included as Attachment C. The Department has made a subaward of federal award funds to the Subrecipient pursuant to this Agreement. The Subrecipient is accountable to the Department for use of Federal award funds provided under this Agreement and the associated matching funds.					
IN WITNESS WHEREOF, the Department and Subrecipient acknowledge and accept the terms of this Agreement, including all referenced Attachments which are hereby incorporated in and made a part hereof, and have executed this Agreement as of the date below. This Agreement Face Sheet; Special Terms & Conditions (Attachment A); General Terms and Conditions (Attachment B); 22HMEP Award Letter (Attachment C); Work Plan (Attachment D); Timeline (Attachment E); Budget (Attachment F); and all other documents expressly referenced and incorporated herein contain all the terms and conditions agreed upon by the parties and govern the rights and obligations of the parties to this Agreement. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties hereto.					
In the event of an inconsistency in this Agreement, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence in the following order: 1. Applicable Federal and State Statutes and Regulations 2. USDOT/PHMSA HMEP Award and program documents 3. Work Plan, Timeline, and Budget 4. Special Terms and Conditions 5. General Terms and Conditions, and, 6. Other provisions of the Agreement incorporated by reference.					
WHEREAS, the parties hereto have executed this grant agreement on the day and year last specified below.					
FOR THE DEPARTMENT:			FOR THE SUBRECIPIENT:		
Signature _____ Date _____ Regan Anne Hess, Chief Financial Officer Washington State Military Department			Signature _____ Date _____ Mark Ozias, Chair Board of Clallam County Commissioners		
BOILERPLATE APPROVED AS TO FORM: Dierk Meierbachtol November 14, 2022 Assistant Attorney General			APPROVED AS TO FORM (if applicable): <u>Bert D. Boughton</u> 1/24/23 Signature _____ Date _____		

SPECIAL TERMS AND CONDITIONS**ARTICLE I. KEY PERSONNEL**

The individuals listed below shall be considered key personnel for point of contact under this Agreement. Any substitution of key personnel by either party shall be made by written notification to the current key personnel.

SUBRECIPIENT		DEPARTMENT	
Name	Elizabeth Waknitz	Name	Deborah Henderson
Title	Grant Coordinator	Title	Program Coordinator
E-Mail	elizabeth.waknitz@clallamcountywa.gov	E-Mail	deborah.henderson@mil.wa.gov
Phone	360-417-2393	Phone	253-512-7470
Name	Ron Cameron	Name	Reagan Bush
Title	Undersheriff	Title	Program Manager
E-Mail	ron.cameron@clallamcountywa.gov	E-Mail	reagan.bush@mil.wa.gov
Phone	360-417-2570	Phone	253-512-7463
Name	Alice Hoffman	Name	Courtney Bemus
Title	Chief Civil Deputy	Title	Program Assistant
E-Mail	alice.hoffman@clallamcountywa.gov	E-Mail	courtney.bemus@mil.wa.gov
Phone	360-417-2257	Phone	253-512-7141

ARTICLE II. ADMINISTRATIVE AND/OR FINANCIAL REQUIREMENTS

The Subrecipient shall comply with all applicable state and federal laws, rules, regulations, requirements and program guidance identified or referenced in this Agreement and the informational documents published by USDOT applicable to the 22HMEP Program, including, but not limited to, all criteria, restrictions, and requirements of the USDOT, PHMSA Hazardous Materials Emergency Preparedness (HMEP) Grant at <https://www.phmsa.dot.gov/grants/hazmat/hazardous-materials-emergency-preparedness-hmep-grant>, the USDOT PHMSA Award to the Department and Grant Agreement No. 693JK32240049HMEP, and the federal regulations commonly applicable to PHMSA HMEP grants, all of which are incorporated herein by reference. The USDOT PHMSA Award Letter is incorporated in this Agreement as Attachment C.

The Subrecipient acknowledges that since this Agreement involves federal award funding, the period of performance described herein may begin prior to the availability of appropriated federal funds. The Subrecipient agrees that it will not hold the Department, the State of Washington, or the United States liable for any damages, claim for reimbursement, or any type of payment whatsoever for services performed under this Agreement prior to distribution of appropriated federal funds, or if federal funds are not appropriated or in a particular amount.

A. STATE AND FEDERAL REQUIREMENTS FOR USDOT GRANTS:

The following requirements apply to all USDOT/PHMSA grants administered by the Department.

1. SUBAWARDS & CONTRACTS BY SUBRECIPIENTS

- a. The Subrecipient must make a case-by-case determination whether each agreement it makes for the disbursement of 22HMEP funds received under this Agreement casts the party receiving the funds in the role of a subrecipient or contractor in accordance with 2 CFR 200.331.
- b. If the Subrecipient also becomes a pass-through entity by making a subaward to a non-federal entity as its subrecipient:
 - i. The Subrecipient must comply with all federal laws and regulations applicable to pass-through entities of 22HMEP funds, including but not limited to those contained in 2 CFR 200.
 - ii. The Subrecipient shall require its subrecipient(s) to comply with all applicable state and federal laws, rules, regulations, requirements and program guidance identified or referenced in this Agreement and the informational documents published by USDOT/PHMSA applicable to the 22HMEP Program, including, but not limited to, all criteria, restrictions, and requirements of the USDOT PHMSA HMEP Grant at <https://www.phmsa.dot.gov/grants/hazmat/hazardous-materials-emergency->

preparedness-hmep-grant , the USDOT PHMSA Award to the Department and Grant Agreement No. 693JK32240049HMEP in Attachment C, and the federal regulations commonly applicable to USDOT/PHMSA grants.

- iii. The Subrecipient shall be responsible to the Department for ensuring that all 22HMEP federal award funds provided to its subrecipient(s), and associated matching funds, are used in accordance with applicable federal and state statutes and regulations, and the terms and conditions of the federal award set forth in Attachment C of this Agreement.

2. BUDGET, REIMBURSEMENT, AND TIMELINE

- a. Within the total Grant Agreement Amount, travel, subcontracts, salaries, benefits, printing, equipment, and other goods and services or other budget categories will be reimbursed on an actual cost basis upon completion unless otherwise provided in this Agreement.
- b. The maximum amount of all reimbursement requests permitted to be submitted under this Agreement, including the final reimbursement request, is limited to and shall not exceed the total Grant Agreement Amount.
- c. If the Subrecipient chooses to include indirect costs within the Budget (Attachment F), additional documentation is required based on the applicable situation. As described in 2 CFR 200.414 and Appendix VII to 2 CFR 200:
 - i. If the Subrecipient receives direct funding from any Federal agency(ies), documentation of the rate must be submitted to the Department Key Personnel per the following:
 - A. More than \$35 million, the approved indirect cost rate agreement negotiated with its federal cognizant agency.
 - B. Less than \$35 million, the indirect cost proposal developed in accordance with Appendix VII of 2 CFR 200 requirements.
 - ii. If the Subrecipient does not receive direct federal funds (i.e., only receives funds as a subrecipient), the Subrecipient must either elect to charge a de minimis rate of ten percent (10%) or 10% of modified total direct costs or choose to negotiate a higher rate with the Department. If the latter is preferred, the Subrecipient must contact Department Key Personnel for approval steps.
- d. For travel costs, Subrecipients shall comply with 2 CFR 200.475 and should consult their internal policies, state rates set pursuant to RCW 43.03.050 and RCW 43.03.060 as now existing or amended, and federal maximum rates set forth at <http://www.gsa.gov>, and follow the most restrictive. If travel costs exceed set state or federal limits, travel costs shall not be reimbursed without prior written approval by Department Key Personnel.
- e. Reimbursement requests will include a properly completed State A-19 Invoice Form and Reimbursement Spreadsheet (in the format provided by the Department) detailing the expenditures for which reimbursement is sought. Reimbursement requests must be submitted to Reimbursements@mil.wa.gov no later than the due dates listed within the Timeline (Attachment E).

Reimbursement request totals should be commensurate to the time spent processing by the Subrecipient and the Department.
- f. Receipts and/or backup documentation for any approved items that are authorized under this Agreement must be maintained by the Subrecipient consistent with record retention requirements of this Agreement and be made available upon request by the Department and auditors.
- g. The Subrecipient must request **prior** written approval from Department Key Personnel to waive or extend a due date in the Timeline (Attachment E). For waived or extended reimbursement due dates, all allowable costs should be submitted on the next scheduled reimbursement due date contained in the Timeline. Waiving or missing deadlines serves as an indicator for assessing an agency's level of risk of noncompliance with the regulations, requirements, and the terms and conditions of the Agreement and may increase required monitoring activities. Any request for a waiver or extension of a due date in the Timeline (Attachment E) will be treated as a request for

Amendment of the Agreement. This request must be submitted to Department Key Personnel sufficiently in advance of the due date to provide adequate time for Department review and consideration and may be granted or denied within the Department's sole discretion.

- h. All work under this Agreement must be completed on or before the Grant Agreement End Date, and the final reimbursement request must be submitted to the Department within forty-five (45) days after the Grant Agreement End Date, except as otherwise authorized by either (1) written amendment of this Agreement or (2) written notification from the Department to the Subrecipient to provide additional time for completion of the Subrecipient's project(s).
- i. No costs for purchases of equipment/supplies will be reimbursed until the related equipment/supplies have been received by the Subrecipient, its contractor, or any non-federal entity to which the Subrecipient makes a subaward and is invoiced by the vendor.
- j. Failure to submit timely, accurate, and complete reports and reimbursement requests as required by this Agreement (including, but not limited to those reports in the Timeline) will prohibit the Subrecipient from being reimbursed until such reports and reimbursement requests are submitted and the Department has had reasonable time to conduct its review.
- k. Final reimbursement requests will not be approved for payment until the Subrecipient is current with all reporting requirements contained in this Agreement.
- l. A written amendment will be required if the Subrecipient expects cumulative transfers to budget categories, as identified in the Budget (Attachment F), to exceed 10% of the Grant Agreement Amount. Any changes to budget category totals not in compliance with this paragraph will not be reimbursed without approval from the Department.
- m. Subrecipients shall only use federal award funds under this Agreement to supplement existing funds and will not use them to replace (supplant) non-federal funds that have been budgeted for the same purpose. The Subrecipient may be required to demonstrate and document that a reduction in non-federal resources occurred for reasons other than the receipt or expected receipt of federal funds.

3. REPORTING

- a. With each reimbursement request, the Subrecipient shall report how the expenditures, for which reimbursement is sought, relate to the Work Plan (Attachment D) activities in the format provided by the Department.
- b. Biannual performance reports must be submitted to the Department fifteen (15) days following the end of each Reporting Period as outlined in the Timeline, Attachment E.
- c. With the final reimbursement request, the Subrecipient shall submit to the Department Key Personnel a final report describing all completed activities under this Agreement.
- d. The Subrecipient shall also comply with the Federal Funding Accountability and Transparency Act (FFATA) and related OMB Guidance consistent with Public Law 109-282 as amended by section 6202(a) of Public Law 110-252 (see 31 U.S.C. 6101 note) and complete and return to the Department an Audit Certification/FFATA Form. This form is required to be completed once per calendar year, per Subrecipient, and not per agreement. The Department's Contracts Office will request the Subrecipient submit an updated form at the beginning of each calendar year in which the Subrecipient has an active agreement.

4. EQUIPMENT AND SUPPLY MANAGEMENT

- a. The Subrecipient and any non-federal entity to which the Subrecipient makes a subaward shall comply with 2 CFR 200.317 – 200.327, and all Washington State procurement statutes, when procuring any equipment or supplies under this Agreement, 2 CFR 200.313 for management of equipment, and 2 CFR 200.314 for management of supplies, to include but not limited to:
 - i. Upon successful completion of the terms of this Agreement, all equipment and supplies purchased through this Agreement will be owned by the Subrecipient, or a recognized non-federal entity to which the Subrecipient has made a subaward, for which a contract, subrecipient grant agreement, or other means of legal transfer of ownership is in place.

- ii. All equipment, and supplies as applicable, purchased under this Agreement will be recorded and maintained in the Subrecipient's inventory system
- iii. Inventory system records shall include:
 - A. Description of the property
 - B. Manufacturer's serial number, or other identification number
 - C. Funding source for the equipment, including the Federal Award Identification Number (FAIN) (Face Sheet, Box 11)
 - D. Assistance Listings Number (formerly CFDA number) (Face Sheet, Box 13)
 - E. Who holds the title
 - F. Acquisition date
 - G. Cost of the property and the percentage of federal participation in the cost
 - H. Location, use and condition of the property at the date the information was reported
 - I. Disposition data including the date of disposal and sale price of the property.
- iv. The Subrecipient shall take a physical inventory of the equipment, and supplies as applicable, and reconcile the results with the property records at least once every two years. Any differences between quantities determined by the physical inspection and those shown in the records shall be investigated by the Subrecipient to determine the cause of the difference. The Subrecipient shall, in connection with the inventory, verify the existence, current utilization, and continued need for the equipment.
- v. The Subrecipient shall be responsible for any and all operational and maintenance expenses and for the safe operation of their equipment and supplies including all questions of liability. The Subrecipient shall develop appropriate maintenance schedules and procedures to ensure the equipment, and supplies as applicable, are well maintained and kept in good operating condition.
- vi. The Subrecipient shall develop a control system to ensure adequate safeguards to prevent loss, damage, and theft of the property. Any loss, damage, or theft shall be investigated, and a report generated and sent to the Department's Key Personnel.
- vii. The Subrecipient must obtain and maintain all necessary certifications and licenses for the equipment.
- viii. If the Subrecipient is authorized or required to sell the property, proper sales procedures must be established and followed to ensure the highest possible return. For disposition, if upon termination or at the Grant Agreement End Date, when original or replacement supplies or equipment acquired under a federal award are no longer needed for the original project or program or for other activities currently or previously supported by a federal agency, the Subrecipient must comply with the following procedures:
 - A. For Supplies: If there is a residual inventory of unused supplies exceeding \$5,000 in total aggregate value upon termination or completion of the project or program and the supplies are not needed for any other federal award, the Subrecipient must retain the supplies for use on other activities or sell them, but must, in either case, compensate the federal government for its share. The amount of compensation must be computed in the same manner as for equipment.
 - B. For Equipment:
 - 1) Items with a current per-unit fair-market value of \$5,000 or less may be retained, sold, transferred, or otherwise disposed of with no further obligation to the federal awarding agency.
 - 2) Items with a current per-unit fair market value in excess of \$5,000 may be retained or sold. The Subrecipient shall compensate the federal awarding agency in accordance with the requirements of 2 CFR 200.313 (e) (2).

- ix. Records for equipment shall be retained by the Subrecipient for a period of six years from the date of the disposition, replacement, or transfer. If any litigation, claim, or audit is started before the expiration of the six-year period, the records shall be retained by the Subrecipient until all litigation, claims, or audit findings involving the records have been resolved.
- b. Unless expressly provided otherwise, all equipment must meet all mandatory regulatory and/or USDOT/PHMSA adopted standards to be eligible for purchase using federal award funds.
- c. The Subrecipient must pass on equipment and supply management requirements that meet or exceed the requirements outlined above to any non-federal entity to which the Subrecipient makes a subaward under this Agreement.

5. PROCUREMENT

- a. The Subrecipient shall comply with all procurement requirements of 2 CFR Part 200.317 through 200.327 and as specified in the General Terms and Conditions, Attachment B, A.10.
- b. For all sole source contracts expected to exceed \$250,000, the Subrecipient must submit to the Department for pre-procurement review and approval the procurement documents, such as requests for proposals, invitations for bids and independent cost estimates. This requirement must be passed on to any non-federal entity to which the Subrecipient makes a subaward, at which point the Subrecipient will be responsible for reviewing and approving sole source justifications of any non-federal entity to which the Subrecipient makes a subaward.

6. SUBRECIPIENT MONITORING

- a. The Department will monitor the activities of the Subrecipient from award to closeout. The goal of the Department's monitoring activities will be to ensure that subrecipients receiving federal pass-through funds are in compliance with this Agreement, federal and state audit requirements, federal grant guidance, and applicable federal and state financial regulations, as well as 2 CFR Part 200 Subpart F.
- b. To document compliance with 2 CFR Part 200 Subpart F requirements, the Subrecipient shall complete and return to the Department an Audit Certification/FFATA form. This form is required to be completed once per calendar year, per Subrecipient, and not per agreement. The Department's Contracts Office will request the Subrecipient submit an updated form at the beginning of each calendar year in which the Subrecipient has an active agreement.
- c. Monitoring activities may include, but are not limited to:
 - i. Review of financial and performance reports
 - ii. Monitoring and documenting the completion of Agreement deliverables
 - iii. Documentation of phone calls, meetings (e.g., agendas, sign-in sheets, meeting minutes), e-mails, and correspondence
 - iv. Review of reimbursement requests and supporting documentation to ensure allowability and consistency with Agreement Work Plan (Attachment D), Budget (Attachment F), and federal requirements
 - v. Observation and documentation of Agreement-related activities, such as exercises, training, events, and equipment demonstrations
 - vi. On-site visits to review equipment records and inventories, to verify source documentation for reimbursement requests and performance reports, and to verify completion of deliverables.
- d. The Subrecipient is required to meet or exceed the monitoring activities, as outlined above, for any non-federal entity to which the Subrecipient makes a subaward as a pass-through entity under this Agreement.
- e. Compliance will be monitored throughout the performance period to assess risk. Concerns will be addressed through a Corrective Action Plan.

7. LIMITED ENGLISH PROFICIENCY (CIVIL RIGHTS ACT OF 1964 TITLE VI)

The Subrecipient must comply with the Title VI of the Civil Rights Act of 1964 (Title VI) prohibition against discrimination on the basis of national origin, which requires that subrecipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services. Providing meaningful access for persons with LEP may entail providing language assistance services, including oral interpretation and written translation. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency (August 11, 2000), requires federal agencies to issue guidance to recipients, assisting such organizations and entities in understanding their language access obligations. USDOT published the required recipient guidance in December 2005, Policy Guidance Concerning Recipients' Responsibilities to Limited English Proficient (LEP) Persons, 70 Fed. Reg. 74087-74100, (December 14, 2005). The Guidance provides helpful information such as how a recipient can determine the extent of its obligation to provide language services; selecting language services; and elements of an effective plan on language assistance for LEP persons. For additional assistance and information regarding language access obligations, please refer to the USDOT Recipient Guidance at <https://www.transportation.gov/civil-rights/civil-rights-awareness-enforcement/dots-lep-guidance> and additional resources on <http://www.lep.gov>.

B. HMEP PROGRAM SPECIFIC REQUIREMENTS

1. Funds under this Agreement are provided by the USDOT/PHMSA solely for the purpose of protecting against risks to life, property, and the environment that are inherent in the transportation of hazardous material in intrastate, interstate, and foreign commerce. HMEP supports the emergency preparedness and response efforts to hazardous materials emergencies involving transportation. The Subrecipient has received a subaward of such grant funds from the Department, and by its terms all requirements of that grant applicable to the Department are also applicable to the Subrecipient.
2. This Agreement is contingent upon the receipt of federal funds awarded for this purpose. The Subrecipient shall only use the funds to perform tasks as described in the Work Plan (Attachment D) and Budget (Attachment F), as approved by the Department.
3. The Subrecipient shall provide a 20% match of non-federal origin. To meet matching requirements, the Subrecipient matching contributions must be verifiable, reasonable, allowable, allocable, and necessary under the grant program and must comply with all Federal requirements and regulations, including, but not limited to, 2 CFR Part 200. An appropriate mechanism must be in place to capture, track, and document matching funds.

C. USDOT TERMS AND CONDITIONS

As a subrecipient of 22HMEP program funding, the Subrecipient shall comply with all applicable USDOT/PHMSA terms and conditions of the 22HMEP Award Letter and its incorporated documents for USDOT/PHMSA Grant No. 693JK32240049HMEP, which are incorporated in and made a part of this Agreement as Attachment C.

**Washington State Military Department
GENERAL TERMS AND CONDITIONS
U.S. Department of Transportation (USDOT)/
Pipeline and Hazardous Materials Safety Administration (PHMSA)
Grants**

A.1 DEFINITIONS

As used throughout this Agreement, the terms will have the same meaning as defined in 2 CFR 200 Subpart A (which is incorporated herein by reference), except as otherwise set forth below:

- a. **"Agreement"** means this Grant Agreement.
- b. **"Department"** means the Washington State Military Department, as a state agency, any division, section, office, unit or other entity of the Department, or any of the officers or other officials lawfully representing that Department. The Department is a recipient of a federal award directly from a federal awarding agency and is the pass-through entity making a subaward to a Subrecipient under this Agreement.
- c. **"Subrecipient"** when capitalized is primarily used throughout this Agreement in reference to the non-federal entity identified on the Face Sheet of this Agreement that has received a subaward from the Department. However, the definition of "Subrecipient" is the same as in 2 CFR 200.93 for all other purposes.
- d. **"Monitoring Activities"** means all administrative, financial, or other review activities that are conducted to ensure compliance with all state and federal laws, rules, regulations, authorities and policies.

A.2 ADVANCE PAYMENTS PROHIBITED

The Department shall make no payments in advance or in anticipation of goods or services to be provided under this Agreement. Subrecipient shall not invoice the Department in advance of delivery and invoicing of such goods or services.

A.3 AMENDMENTS AND MODIFICATIONS

The Subrecipient or the Department may request, in writing, an amendment or modification of this Agreement. However, such amendment or modification shall not be binding, take effect or be incorporated herein until made in writing and signed by the authorized representatives of the Department and the Subrecipient. No other understandings or agreements, written or oral, shall be binding on the parties.

The Agreement performance period shall only be extended by (1) written notification of USDOT/PHMSA approval of the Award performance period, followed up with a mutually agreed written amendment, or (2) written notification from the Department to the Subrecipient to provide additional time for completion of the Subrecipient's project(s).

A.4 AMERICANS WITH DISABILITIES ACT (ADA) OF 1990, PUBLIC LAW 101-336, 42 U.S.C. 12101 ET SEQ. AND ITS IMPLEMENTING REGULATIONS ALSO REFERRED TO AS THE "ADA" 28 CFR Part 35.

The Subrecipient must comply with the ADA, which provides comprehensive civil rights protection to individuals with disabilities in the areas of employment, public accommodations, state and local government services, and telecommunication.

A.5 ASSURANCES

The Department and Subrecipient agree that all activity pursuant to this Agreement will be in accordance with all the applicable current federal, state and local laws, rules and regulations.

A.6 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, OR INELIGIBILITY

As federal funds are a basis for this Agreement, the Subrecipient certifies that the Subrecipient is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in this Agreement by any federal department or agency.

The Subrecipient shall complete, sign, and return a *Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion* form located at <http://mil.wa.gov/emergency-management->

[division/grants/requiredgrantforms](#). Any such form completed by the Subrecipient for this Agreement shall be incorporated into this Agreement by reference.

Further, the Subrecipient agrees to comply with all applicable federal regulations concerning the federal debarment and suspension system, including 2 CFR Part 180. The Subrecipient certifies that it will ensure that potential contractors or Subrecipients or any of their principals are not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in "covered transactions" by any federal department or agency. "Covered transactions" include procurement contracts for goods or services awarded under a non-procurement transaction (e.g., grant or cooperative agreement) that are expected to equal or exceed \$25,000, and subawards to Subrecipients for any amount. With respect to covered transactions, the Subrecipient may comply with this provision by obtaining a certification statement from the potential contractor or Subrecipient or by checking the System for Award Management (<https://sam.gov/SAM/>) maintained by the federal government. The Subrecipient also agrees not to enter into any arrangements or contracts with any party on the Washington State Department of Labor and Industries' "Debarred Contractor List" (<https://secure.lni.wa.gov/debarandstrike/ContractorDebarList.aspx>). The Subrecipient also agrees not to enter into any agreements or contracts for the purchase of goods and services with any party on the Department of Enterprise Services' "Debarred Vendor List" (<http://www.des.wa.gov/services/ContractingPurchasing/Business/Pages/Vendor-Debarment.aspx>).

A.7 CERTIFICATION REGARDING RESTRICTIONS ON LOBBYING

As required by 44 CFR Part 18, the Subrecipient hereby certifies that to the best of its knowledge and belief: (1) no federally appropriated funds have been paid or will be paid by or on behalf of the Subrecipient to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement; (2) that if any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Agreement, grant, loan, or cooperative agreement, the Subrecipient will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; (3) and that, as applicable, the Subrecipient will require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all Subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into and is a prerequisite for making or entering into this transaction imposed by 31 U.S.C 1352.

A.8 COMPLIANCE WITH APPLICABLE STATUTES, RULES AND DEPARTMENT POLICIES

The Subrecipient and all its contractors and subrecipients shall comply with, and the Department is not responsible for determining compliance with, any and all applicable federal, state, and local laws, regulations, executive orders, OMB Circulars, and/or policies. This obligation includes, but is not limited to: nondiscrimination laws and/or policies, Energy Policy and Conservation Act (PL 94-163, as amended), the Americans with Disabilities Act (ADA), Age Discrimination Act of 1975, Title VI of the Civil Rights Act of 1964, Civil Rights Act of 1968, the Robert T. Stafford Disaster Relief and Emergency Assistance Act, (PL 93-288, as amended), Ethics in Public Service (RCW 42.52), Covenant Against Contingent Fees (48 CFR Section 52.203-5), Public Records Act (RCW 42.56), Prevailing Wages on Public Works (RCW 39.12), State Environmental Policy Act (RCW 43.21C), Shoreline Management Act of 1971 (RCW 90.58), State Building Code (RCW 19.27), Energy Related Building Standards (RCW 19.27A), Provisions in Buildings for Aged and Handicapped Persons (RCW 70.92), and safety and health regulations.

In the event of noncompliance or refusal to comply with any applicable law, regulation, executive order, OMB Circular or policy by the Subrecipient, its contractors or subrecipients, the Department may rescind, cancel, or terminate the Agreement in whole or in part in its sole discretion. The Subrecipient is responsible for all costs or liability arising from its failure, and that of its contractors and subrecipients, to comply with applicable laws, regulations, executive orders, OMB Circulars or policies.

A.9 CONFLICT OF INTEREST

No officer or employee of the Department; no member, officer, or employee of the Subrecipient or its designees or agents; no member of the governing body of the jurisdiction in which the project is undertaken or located; and no other official of the Subrecipient who exercises any functions or responsibilities with respect to the project during his or her tenure, shall have any personal or pecuniary gain or interest, direct or indirect, in any contract, subcontract, or the proceeds thereof, for work to be performed in connection with the project assisted under this Agreement.

The Subrecipient shall incorporate, or cause to incorporate, in all such contracts or subawards, a provision prohibiting such interest pursuant to this provision.

A.10 CONTRACTING & PROCUREMENT

a. The Subrecipient shall use a competitive procurement process in the procurement and award of any contracts with contractors or subcontractors that are entered into under the original agreement award. The procurement process followed shall be in accordance with 2 CFR Part 200.318 General procurement standards through 200.327 Contract provisions.

As required by Appendix II to 2 CFR Part 200, all contracts entered into by the Subrecipient under this Agreement must include the following provisions, as applicable:

- 1) Contracts for more than the simplified acquisition threshold currently set at \$250,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.
- 2) All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-federal entity including the manner by which it will be affected and the basis for settlement.
- 3) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "*Equal Employment Opportunity*" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "*Amending Executive Order 11246 Relating to Equal Employment Opportunity*," and implementing regulations at 41 CFR part 60, "*Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor*."
- 4) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "*Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction*"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "*Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States*"). The Act provides that each contractor or Subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency.

- 5) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
- 6) Rights to Inventions Made Under a Contract or Agreement. If the federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or Subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or Subrecipient must comply with the requirements of 37 CFR Part 401, "*Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements*," and any implementing regulations issued by the awarding agency.
- 7) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
- 8) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "*Debarment and Suspension*." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.
- 9) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award.
- 10) Procurement of recovered materials -- As required by 2 CFR 200.323, a non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

- 11) Notice of awarding agency requirements and regulations pertaining to reporting.
 - 12) Federal awarding agency requirements and regulations pertaining to copyrights and rights in data.
 - 13) Access by the Department, the Subrecipient, the federal awarding agency, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the contractor which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts, and transcriptions.
 - 14) Retention of all required records for six years after the Subrecipient has made final payments and all other pending matters are closed.
 - 15) Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).
 - 16) Pursuant to Executive Order 13858 "*Strengthening Buy-American Preferences for Infrastructure Projects*," and as appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States, as required in 2 CFR Part 200.322, in every contract, subcontract, purchase order, or sub-award that is chargeable against federal financial assistance awards.
 - 17) Per 2 C.F.R. § 200.216, prohibitions regarding certain telecommunications and video surveillance services or equipment are mandated by *section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (FY 2019 NDAA), Pub. L. No. 115-232 (2018)*.
- b. The Department reserves the right to review the Subrecipient's procurement plans and documents and require the Subrecipient to make changes to bring its plans and documents into compliance with the requirements of 2 CFR Part 200.317 through 200.327. The Subrecipient must ensure that its procurement process requires contractors and subcontractors to provide adequate documentation with sufficient detail to support the costs of the project and to allow both the Subrecipient and Department to make a determination on eligibility of project costs.
- c. All contracting agreements entered into pursuant to this Agreement shall incorporate this Agreement by reference

A.11 DISCLOSURE

The use or disclosure by any party of any information concerning the Department for any purpose not directly connected with the administration of the Department's or the Subrecipient's responsibilities with respect to services provided under this Agreement is prohibited except by prior written consent of the Department or as required to comply with the state Public Records Act, other law or court order.

A.12 DISPUTES

Except as otherwise provided in this Agreement, when a bona fide dispute arises between the parties and it cannot be resolved through discussion and negotiation, either party may request a dispute resolution board to resolve the dispute. A request for a dispute resolution board shall be in writing, state the disputed issues, state the relative positions of the parties, and be sent to all parties. The board shall consist of a representative appointed by the Department, a representative appointed by the Subrecipient and a third party mutually agreed upon by both parties. The determination of the dispute resolution board shall be final and binding on the parties hereto. Each party shall bear the cost for its member of the dispute resolution board and its attorney fees and costs and share equally the cost of the third board member.

A.13 LEGAL RELATIONS

It is understood and agreed that this Agreement is solely for the benefit of the parties to the Agreement and gives no right to any other party. No joint venture or partnership is formed as a result of this Agreement.

To the extent allowed by law, the Subrecipient, its successors or assigns, will protect, save and hold harmless the Department, the state of Washington, and the United States Government and their authorized agents and employees, from all claims, actions, costs, damages or expenses of any nature

whatsoever by reason of the acts or omissions of the Subrecipient, its subcontractors, subrecipients, assigns, agents, contractors, consultants, licensees, invitees, employees or any person whomsoever arising out of or in connection with any acts or activities authorized by this Agreement.

To the extent allowed by law, the Subrecipient further agrees to defend the Department and the state of Washington and their authorized agents and employees in any litigation; including payment of any costs or attorneys' fees for any claims or action commenced thereon arising out of or in connection with acts or activities authorized by this Agreement.

This obligation shall not include such claims, costs, damages or expenses which may be caused by the sole negligence of the Department; provided, that if the claims or damages are caused by or result from the concurrent negligence of (1) the Department, and (2) the Subrecipient, its agents, or employees, this indemnity provision shall be valid and enforceable only to the extent of the negligence of the Subrecipient, or the Subrecipient's agents or employees.

Insofar as the funding source, the USDOT/PHMSA, is an agency of the Federal government, the following shall apply:

44 CFR 206.9 Non-liability. The Federal government shall not be liable for any claim based upon the exercise or performance of, or the failure to exercise or perform a discretionary function or duty on the part of a federal agency or an employee of the Federal government in carrying out the provisions of the Stafford Act.

A.14 LIMITATION OF AUTHORITY – AUTHORIZED SIGNATURE

The signatories to this Agreement represent that they have the authority to bind their respective organizations to this Agreement. Only the Department's Authorized Signature representative and the Authorized Signature representative of the Subrecipient or Alternate for the Subrecipient, formally designated in writing, shall have the express, implied, or apparent authority to alter, amend, modify, or waive any clause or condition of this Agreement. Any alteration, amendment, modification, or waiver of any clause or condition of this Agreement is not effective or binding unless made in writing and signed by both parties' Authorized Signature representatives, except as provided for time extensions in Article A.3.

Further, only the Authorized Signature representative or Alternate for the Subrecipient shall have signature authority to sign reimbursement requests, time extension requests, amendment and modification requests, requests for changes to projects or work plans, and other requests, certifications and documents authorized by or required under this Agreement.

A.15 LOSS OR REDUCTION OF FUNDING

In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of this Agreement and prior to normal completion or end date, the Department may unilaterally reduce the work plan and budget or unilaterally terminate all or part of the Agreement as a "Termination for Cause" without providing the Subrecipient an opportunity to cure. Alternatively, the parties may renegotiate the terms of this Agreement under "Amendments and Modifications" to comply with new funding limitations and conditions, although the Department has no obligation to do so.

A.16 NONASSIGNABILITY

Neither this Agreement, nor any claim arising under this Agreement, shall be transferred or assigned by the Subrecipient.

A.17 NONDISCRIMINATION

During the performance of this agreement, the Subrecipient shall comply with all federal and state nondiscrimination statutes and regulations. These requirements include, but are not limited to:

- a. Nondiscrimination in Employment: The Contractor shall not discriminate against any employee or applicant for employment because of race, color, sex, sexual orientation, religion, national origin, creed, marital status, age, Vietnam era or disabled veterans status, or the presence of any sensory, mental, or physical handicap. This requirement does not apply, however, to a religious corporation, association, educational institution or society with respect to the employment of individuals of a particular religion to perform work connected with the carrying on by such corporation, association, educational institution or society of its activities.

- b. The Subrecipient shall take action to ensure that employees are employed and treated during employment without discrimination because of their race, color, sex, sexual orientation religion, national origin, creed, marital status, age, Vietnam era or disabled veteran status, or the presence of any sensory, mental, or physical handicap. Such action shall include, but not be limited to, the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment selection for training, including apprenticeships and volunteers.

A.18 NOTICES

The Subrecipient shall comply with all public notices or notices to individuals required by applicable local, state and federal laws and regulations and shall maintain a record of this compliance.

A.19 OCCUPATIONAL SAFETY/HEALTH ACT and WASHINGTON INDUSTRIAL SAFETY/HEALTH ACT (OSHA/WISHA)

The Subrecipient represents and warrants that its work place does now or will meet all applicable federal and state safety and health regulations that are in effect during the Subrecipient's performance under this Agreement. To the extent allowed by law, the Subrecipient further agrees to indemnify and hold harmless the Department and its employees and agents from all liability, damages and costs of any nature, including, but not limited to, costs of suits and attorneys' fees assessed against the Department, as a result of the failure of the Subrecipient to so comply.

A.20 OWNERSHIP OF PROJECT/CAPITAL FACILITIES

The Department makes no claim to any capital facilities or real property improved or constructed with funds under this Agreement, and by this subaward of funds does not and will not acquire any ownership interest or title to such property of the Subrecipient. The Subrecipient shall assume all liabilities and responsibilities arising from the ownership and operation of the project and agrees to indemnify and hold the Department, the state of Washington, and the United States government harmless from any and all causes of action arising from the ownership and operation of the project.

A.21 POLITICAL ACTIVITY

No portion of the funds provided herein shall be used for any partisan political activity or to further the election or defeat of any candidate for public office or influence the approval or defeat of any ballot issue.

A.22 PROHIBITION AGAINST PAYMENT OF BONUS OR COMMISSION

The assistance provided under this Agreement shall not be used in payment of any bonus or commission for the purpose of obtaining approval of the application for such assistance or any other approval or concurrence under this Agreement provided, however, that reasonable fees or bona fide technical consultant, managerial, or other such services, other than actual solicitation, are not hereby prohibited if otherwise eligible as project costs.

A.23 PUBLICITY

The Subrecipient agrees to submit to the Department prior to issuance all advertising and publicity matters relating to this Agreement wherein the Department's name is mentioned, or language used from which the connection of the Department's name may, in the Department's judgment, be inferred or implied. The Subrecipient agrees not to publish or use such advertising and publicity matters without the prior written consent of the Department. The Subrecipient may copyright original work it develops in the course of or under this Agreement; however, pursuant to 2 CFR Part 200.315, USDOT reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use the work for government purposes.

Publication resulting from work performed under this Agreement shall include an acknowledgement of USDOT's financial support, by the Assistance Listings Number (formerly CFDA Number), and a statement that the publication does not constitute an endorsement by USDOT or reflect USDOT's views.

A.24 RECAPTURE PROVISION

In the event the Subrecipient fails to expend funds under this Agreement in accordance with applicable federal, state, and local laws, regulations, and/or the provisions of the Agreement, the Department reserves the right to recapture funds in an amount equivalent to the extent of noncompliance. Such right of recapture shall exist for the life of the project following Agreement termination. Repayment by the Subrecipient of funds under this recapture provision shall occur within 30 days of demand. In the event the Department is required to institute legal proceedings to enforce the recapture provision, the

Department shall be entitled to its costs and expenses thereof, including attorney fees from the Subrecipient.

A.25 RECORDS

- a. The Subrecipient agrees to maintain all books, records, documents, receipts, invoices and all other electronic or written records necessary to sufficiently and properly reflect the Subrecipient's contracts, subawards, grant administration, and payments, including all direct and indirect charges, and expenditures in the performance of this Agreement (the "records").
- b. The Subrecipient's records related to this Agreement and the projects funded may be inspected and audited by the Department or its designee, by the Office of the State Auditor, USDOT, PHMSA or their designees, by the Comptroller General of the United States or its designees, or by other state or federal officials authorized by law, for the purposes of determining compliance by the Subrecipient with the terms of this Agreement and to determine the appropriate level of funding to be paid under the Agreement.
- c. The records shall be made available by the Subrecipient for such inspection and audit, together with suitable space for such purpose, at any and all times during the Subrecipient's normal working day.
- d. The Subrecipient shall retain and allow access to all records related to this Agreement and the funded project(s) for a period of at least six (6) years following final payment and closure of the grant under this Agreement. Despite the minimum federal retention requirement of three (3) years, the more stringent State requirement of six (6) years must be followed.

A.26 RESPONSIBILITY FOR PROJECT/STATEMENT OF WORK/WORK PLAN

While the Department undertakes to assist the Subrecipient with the project/statement of work/work plan (project) by providing federal award funds pursuant to this Agreement, the project itself remains the sole responsibility of the Subrecipient. The Department undertakes no responsibility to the Subrecipient, or to any third party, other than as is expressly set out in this Agreement.

The responsibility for the design, development, construction, implementation, operation and maintenance of the project, as these phrases are applicable to this project, is solely that of the Subrecipient, as is responsibility for any claim or suit of any nature by any third party related in any way to the project.

Prior to the start of any construction activity, the Subrecipient shall ensure that all applicable federal, state, and local permits and clearances are obtained, including, but not limited to, compliance with the National Environmental Policy Act, the National Historic Preservation Act, the Endangered Species Act, and all other environmental laws, regulations, and executive orders.

The Subrecipient shall defend, at its own cost, any and all claims or suits at law or in equity, which may be brought against the Subrecipient in connection with the project. The Subrecipient shall not look to the Department, or to any state or federal agency, or to any of their employees or agents, for any performance, assistance, or any payment or indemnity, including, but not limited to, cost of defense and/or attorneys' fees, in connection with any claim or lawsuit brought by any third party related to any design, development, construction, implementation, operation and/or maintenance of a project.

A.27 SEVERABILITY

If any court of rightful jurisdiction holds any provision or condition under this Agreement or its application to any person or circumstances invalid, this invalidity does not affect other provisions, terms or conditions of the Agreement, which can be given effect without the invalid provision. To this end, the terms and conditions of this Agreement are declared severable.

A.28 SINGLE AUDIT ACT REQUIREMENTS (including all AMENDMENTS)

The Subrecipient shall comply with and include the following audit requirements in any subawards.

Non-federal entities, as Subrecipients of a federal award, that expend **\$750,000** or more in one fiscal year of federal funds from all sources, direct and indirect, are required to have a single or a program-specific audit conducted in accordance with 2 CFR Part 200 Subpart F. Non-federal entities that spend less than **\$750,000** a year in federal awards are exempt from federal audit requirements for that year, except as noted in 2 CFR Part 200 Subpart F. As defined in 2 CFR Part 200, the term "non-federal entity" means a state, local government, Indian tribe, institution of higher education, or nonprofit organization that carries out a federal award as a recipient or subrecipient.

Subrecipients that are required to have an audit must ensure the audit is performed in accordance with Generally Accepted Government Auditing Standards (GAGAS) as found in the Government Auditing Standards (the Revised Yellow Book) developed by the United States Comptroller General and the OMB Compliance Supplement. The Subrecipient has the responsibility of notifying its auditor and requesting an audit in compliance with 2 CFR Part 200 Subpart F, to include the Washington State Auditor's Office, a federal auditor, or a public accountant performing work using GAGAS, as appropriate. Costs of the audit may be an allowable grant expenditure as authorized by 2 CFR Part 200.425.

The Subrecipient shall maintain auditable records and accounts so as to facilitate the audit requirement and shall ensure that any subcontractors also maintain auditable records. The Subrecipient is responsible for any audit exceptions incurred by its own organization or that of its subcontractors. Responses to any unresolved management findings and disallowed or questioned costs shall be included with the audit report. The Subrecipient must respond to Department requests for information or corrective action concerning audit issues or findings within 30 days of the date of request. The Department reserves the right to recover from the Subrecipient all disallowed costs resulting from the audit.

After the single audit has been completed, and if it includes any audit findings, the Subrecipient must send a full copy of the audit and its Corrective Action Plan to the Department at the following address no later than nine (9) months after the end of the Subrecipient's fiscal year(s):

**Contracts Office
Washington Military Department
Finance Division, Building #1 TA-20
Camp Murray, WA 98430-5032**

OR

Contracts.Office@mil.wa.gov

The Department retains the sole discretion to determine whether a valid claim for an exemption from the audit requirements of this provision has been established.

Conducting a single or program-specific audit in compliance with 2 CFR Part 200 Subpart F is a material requirement of this Agreement. In the absence of a valid claim of exemption from the audit requirements of 2 CFR Part 200 Subpart F, the Subrecipient's failure to comply with said audit requirements may result in one or more of the following actions in the Department's sole discretion: a percentage of federal awards being withheld until the audit is completed in accordance with 2 CFR Part 200 Subpart F; the withholding or disallowing of overhead costs; the suspension of federal awards until the audit is conducted and submitted; or termination of the federal award.

A.29 SUBRECIPIENT NOT EMPLOYEE

The Subrecipient, and/or employees or agents performing under this Agreement, are not employees or agents of the Department in any manner whatsoever. The Subrecipient will not be presented as nor claim to be an officer or employee of the Department or of the State of Washington by reason hereof, nor will the Subrecipient make any claim, demand, or application to or for any right, privilege or benefit applicable to an officer or employee of the Department or of the State of Washington, including, but not limited to, Workers' Compensation coverage, unemployment insurance benefits, social security benefits, retirement membership or credit, or privilege or benefit which would accrue to a civil service employee under Chapter 41.06 RCW; OFM Reg. 4.3.1.1.8.

It is understood that if the Subrecipient is another state department, state agency, state university, state college, state community college, state board, or state commission, that the officers and employees are employed by the state of Washington in their own right.

If the Subrecipient is an individual currently employed by a Washington State agency, the Department shall obtain proper approval from the employing agency or institution before entering into this contract. A statement of "no conflict of interest" shall be submitted to the Department.

A.30 TAXES, FEES AND LICENSES

Unless otherwise provided in this Agreement, the Subrecipient shall be responsible for, pay and maintain in current status all taxes, unemployment contributions, fees, licenses, assessments, permit charges and

expenses of any other kind for the Subrecipient or its staff required by statute or regulation that are applicable to Agreement performance.

A.31 TERMINATION FOR CONVENIENCE

Notwithstanding any provisions of this Agreement, the Subrecipient may terminate this Agreement by providing written notice of such termination to the Department Key Personnel identified in the Agreement, specifying the effective date thereof, at least thirty (30) days prior to such date.

Except as otherwise provided in this Agreement, the Department, in its sole discretion and in the best interests of the state of Washington, may terminate this Agreement in whole or in part ten (10) business days after emailing notice to the Subrecipient. Upon notice of termination for convenience, the Department reserves the right to suspend all or part of the Agreement, withhold further payments, or prohibit the Subrecipient from incurring additional obligations of funds. In the event of termination, the Subrecipient shall be liable for all damages as authorized by law. The rights and remedies of the Department provided for in this section shall not be exclusive and are in addition to any other rights and remedies provided by law.

A.32 TERMINATION OR SUSPENSION FOR LOSS OF FUNDING

The Department may unilaterally terminate or suspend all or part of this Grant Agreement, or may reduce its scope of work and budget, if there is a reduction in funds by the source of those funds, and if such funds are the basis for this Grant Agreement. The Department will email the Subrecipient ten (10) business days prior to termination.

A.33 TERMINATION OR SUSPENSION FOR CAUSE

In the event the Department, in its sole discretion, determines the Subrecipient has failed to fulfill in a timely and proper manner its obligations under this Agreement, is in an unsound financial condition so as to endanger performance hereunder, is in violation of any laws or regulations that render the Subrecipient unable to perform any aspect of the Agreement, or has violated any of the covenants, agreements or stipulations of this Agreement, the Department has the right to immediately suspend or terminate this Agreement in whole or in part.

The Department may notify the Subrecipient in writing of the need to take corrective action and provide a period of time in which to cure. The Department is not required to allow the Subrecipient an opportunity to cure if it is not feasible as determined solely within the Department's discretion. Any time allowed for cure shall not diminish or eliminate the Subrecipient's liability for damages or otherwise affect any other remedies available to the Department. If the Department allows the Subrecipient an opportunity to cure, the Department shall notify the Subrecipient in writing of the need to take corrective action. If the corrective action is not taken within ten (10) calendar days or as otherwise specified by the Department, or if such corrective action is deemed by the Department to be insufficient, the Agreement may be terminated in whole or in part.

The Department reserves the right to suspend all or part of the Agreement, withhold further payments, or prohibit the Subrecipient from incurring additional obligations of funds during investigation of the alleged compliance breach, pending corrective action by the Subrecipient, if allowed, or pending a decision by the Department to terminate the Agreement in whole or in part.

In the event of termination, the Subrecipient shall be liable for all damages as authorized by law, including, but not limited to, any cost difference between the original Agreement and the replacement or cover Agreement and all administrative costs directly related to the replacement Agreement, e.g., cost of administering the competitive solicitation process, mailing, advertising and other associated staff time. The rights and remedies of the Department provided for in this section shall not be exclusive and are in addition to any other rights and remedies provided by law.

If it is determined that the Subrecipient: (1) was not in default or material breach, or (2) failure to perform was outside of the Subrecipient's control, fault or negligence, the termination shall be deemed to be a termination for convenience.

A.34 TERMINATION PROCEDURES

In addition to the procedures set forth below, if the Department terminates this Agreement, the Subrecipient shall follow any procedures specified in the termination notice. Upon termination of this Agreement and in addition to any other rights provided in this Agreement, the Department may require

the Subrecipient to deliver to the Department any property specifically produced or acquired for the performance of such part of this Agreement as has been terminated.

If the termination is for convenience, the Department shall pay to the Subrecipient as an agreed upon price, if separately stated, for properly authorized and completed work and services rendered or goods delivered to and accepted by the Department prior to the effective date of Agreement termination, the amount agreed upon by the Subrecipient and the Department for (i) completed work and services and/or equipment or supplies provided for which no separate price is stated, (ii) partially completed work and services and/or equipment or supplies provided which are accepted by the Department, (iii) other work, services and/or equipment or supplies which are accepted by the Department, and (iv) the protection and preservation of property.

Failure to agree with such amounts shall be a dispute within the meaning of the "Disputes" clause of this Agreement. If the termination is for cause, the Department shall determine the extent of the liability of the Department. The Department shall have no other obligation to the Subrecipient for termination. The Department may withhold from any amounts due the Subrecipient such sum as the Department determines to be necessary to protect the Department against potential loss or liability.

The rights and remedies of the Department provided in this Agreement shall not be exclusive and are in addition to any other rights and remedies provided by law.

After receipt of a notice of termination, and except as otherwise directed by the Department in writing, the Subrecipient shall:

- a. Stop work under the Agreement on the date, and to the extent specified, in the notice;
- b. Place no further orders or contracts for materials, services, supplies, equipment and/or facilities in relation to this Agreement except as may be necessary for completion of such portion of the work under the Agreement as is not terminated;
- c. Assign to the Department, in the manner, at the times, and to the extent directed by the Department, all of the rights, title, and interest of the Subrecipient under the orders and contracts so terminated, in which case the Department has the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders and contracts;
- d. Settle all outstanding liabilities and all claims arising out of such termination of orders and contracts, with the approval or ratification of the Department to the extent the Department may require, which approval or ratification shall be final for all the purposes of this clause;
- e. Transfer title to the Department and deliver in the manner, at the times, and to the extent directed by the Department any property which, if the Agreement had been completed, would have been required to be furnished to the Department;
- f. Complete performance of such part of the work as shall not have been terminated by the Department in compliance with all contractual requirements; and
- g. Take such action as may be necessary, or as the Department may require, for the protection and preservation of the property related to this Agreement which is in the possession of the Subrecipient and in which the Department has or may acquire an interest.

A.35 MINORITY AND WOMEN-OWNED BUSINESS ENTERPRISES (MWBE)

In accordance with the legislative findings and policies set forth in Chapter 39.19 RCW, the State of Washington encourages participation in all its contracts by MWBE firms certified by the Office of Minority and Women's Business Enterprises (OMWBE). To the extent possible, the Subrecipient will solicit and encourage minority-owned and women-owned business enterprises who are certified by the OMWBE under the state of Washington certification program to apply and compete for work under this contract. Voluntary numerical MWBE participation goals have been established, and are indicated herein: Minority Business Enterprises: (MBEs): 10% and Woman's Business Enterprises (WBEs): 6%.

A.36 VENUE

This Agreement shall be construed and enforced in accordance with, and the validity and performance shall be governed by, the laws of the state of Washington. Venue of any suit between the parties arising out of this Agreement shall be the Superior Court of Thurston County, Washington. The Subrecipient, by execution of this Agreement, acknowledges the jurisdiction of the courts of the state of Washington.

A.37 WAIVERS

No conditions or provisions of this Agreement can be waived unless approved in advance by the Department in writing. The Department's failure to insist upon strict performance of any provision of the Agreement or to exercise any right based upon a breach thereof, or the acceptance of any performance during such breach, shall not constitute a waiver of any right under this Agreement.

**22HMEP Award Letter
693JK32240049HMEP**

ASSISTANCE AGREEMENT			
1. Award No. 693JK32240049HMEP		2. Modification No.	3. Effective Date
5. Awarded To STATE OF WASHINGTON MILITARY DEPARTMENT CAMP MURRY BUILDING 1 CAMP MURRAY WA 984300001		5. Sponsoring Office PIPELINE AND HAZARDOUS MATERIALS SA Office of Haz Mat Safety (PHH) 1200 New Jersey Avenue SE, East Bldg, 3rd Washington DC 20590	
		7. Period of Performance 10/01/2022 through 09/30/2025	
8. Type of Agreement ☒ Grant ☐ Cooperative Agreement ☐ Other	9. Authority		10. Purchase Request or Funding Document No. PH957-22-0100
11. Remittance Address STATE OF WASHINGTON MILITARY DEPARTMENT Attn: STATE OF WASHINGTON 245 MILITARY DEPT STATE FINANCIAL SERVICES CAMP MURRAY WA 984305146		12. Total Amount Govt. Share: \$423,037.00 Cost Share : \$105,759.00 Total : \$528,796.00	13. Funds Obligated This action: \$423,037.00 Total : \$423,037.00
14. Principal Investigator	15. Program Manager CARLA SHEPPARD Phone: 202-366-2738		16. Administrator PIPELINE AND HAZARDOUS MATERIALS SA Acquisition Services Division 1200 New Jersey Avenue SE, East Bldg, 3rd Washington DC 20590
17. Submit Payment Requests To		18. Paying Office PHMSA Delphi eInvoicing System https://einvoice.esc.gov	19. Submit Reports To
20. Accounting and Appropriation Data 5282X322B4.2022.EPGRT01020.50D0309EP0.41010.61000000.0000000000.0000000000.0000000000.0000000000			
21. Research Title and/or Description of Project			
For the Recipient		For the United States of America	
22. Signature of Person Authorized to Sign Reagan Bush Digitally signed by Reagan Bush Date: 2022.10.25 08:52:35 -0700		25. Signature of Grants/Agreements Officer TREMAYNE WOODING TERRY Digitally signed by TREMAYNE WOODING TERRY Date: 2022.09.28 08:17:34 -0400	
23. Name and Title	24. Date Signed	26. Name of Officer TREMAYNE TERRY	27. Date Signed 09/28/2022

CONTINUATION SHEET		REFERENCE NO. OF DOCUMENT BEING CONTINUED 693JK32240049HMEP			PAGE 2 OF 2
NAME OF OFFEROR OR CONTRACTOR STATE OF WASHINGTON MILITARY DEPARTMENT					
ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	UEI: D2EJRGZ2PLG8 HMEP - Hazardous Material Emergency Planning - Hazmat Emergency Preparedness Planning and Training Grant will support the Washington State Military Department in developing emergency plans under the Emergency Planning and Community Right-To-Know Act of 1986. Special Terms and Conditions: Risk Level: Low Auto-approval in Delphi (up to 90%). Remaining 10% is manually approved with review. Each request at minimum must include a description of the expenditures by object class category. At a minimum, the recipient must submit a reimbursement requests quarterly. The quarterly submission timeframes are as follows: 1st Quarter: October, November, December 2nd Quarter: January, February, March 3rd Quarter: April, May, June 4th Quarter: July, August September				
00001	Funding for Washington State Military Department \$423,037 (Government Share)/ \$105,759 (Cost Share) for HMEP grant. Obligated Amount: \$423,037.00 POC Agreement Officer Tremayne Terry (202) 366-6942 tremayne.terry@dot.gov Technical POC: Carla Sheppard (202) 689-9818 Carla.sheppard@dot.gov The obligated amount of award: \$423,037.00. The total for this award is \$423,037.00.				423,037.00

WORK PLAN

U.S. Department of Transportation, Pipeline & Hazardous Materials Safety Administration
FY 2022 Hazardous Materials Emergency Preparedness Grant

I. TRAINING SPECIFICS and GOALS

Clallam County LEPC-HazMat Response Plan Exercise and Training

Project Description

Clallam County views the most likely Hazardous Materials incident to be caused by a traffic accident along Highway 101. This training project will involve situational awareness training and a tabletop exercise in connection with a potential transportation HazMat incident. The county recently drafted its ESF #10 HazMat Plan and will be using this plan as a base for the training and exercise. The proposed scenario will include State, Federal, County Fire, Law Enforcement and EMS participation. We plan on approximately 20 active participants in the tabletop exercise from 7 different agencies and tribes.

What the need is

The county LEPC plan is new and has not yet been tested. Covid has severely limited the county's ability to engage in exercise and our Multi-Jurisdictional Hazard Mitigation Plan has analyzed the risk of a HazMat incident and forecasted that it would most likely occur as a traffic accident along Highway 101.

What Hazardous Material(s) concern will be addressed

Our identification as an awareness level county means we do not have located within our boundaries a HazMat team that can respond to an incident rapidly. Local Firefighters are trained to the Operations level of response only. But, a real life situation will involve basic control, containment and/or confinement operations while waiting for the arrival of the HazMat team from Bremerton which could take several hours to arrive, if the team is available.

What you want to accomplish with the grant and match funds

The grant and matching funds will be used to contract a qualified and experience instructor to provide a full day of training and exercise covering situational awareness, incident management and safety. All participants will be able to take what they learned in this exercise and pass that training on to their agencies.

What the expected outcome(s) or the desired result(s) will be

- First responders receive safety and situational awareness response training that will improve their response, readiness and operational coordination in response to HazMat incidents.
- Our new LEPC Response Plan (ESF#10) will be tested, and we will perform an After Action Report (AAR) to identify gaps.
- The different participating agencies will gain familiarity with capabilities of each other and have a better understanding of the value of collaboration.

II. TRAINING OBJECTIVES

TRAINING					
Activity	Training Type*	Initial or Refresher	Estimated # of Attendees	Training Competencies	Estimated Completion Date
Hire a contractor to provide a full day of training and exercise on our LEPC Response plan. An interagency exercise that will allow us to explore the interface between Federal, State and local agencies and tribes.	Operations	Refresher	20	Both	Oct-Dec '22

TIMELINE**U.S. Department of Transportation, Pipeline & Hazardous Materials Safety Administration
FY 2022 Hazardous Materials Emergency Preparedness Grant**

DATE	TASK	REPORTING PERIOD
October 1, 2022	Grant Agreement Start Date	
April 15, 2023	Submit reimbursement request and performance report	10/1/2022 – 03/31/2023
September 30, 2023	All work ceases; Grant Agreement End Date	
November 15, 2023	Submit reimbursement request and final performance report	04/01/2023 – 09/30/2023

BUDGET

U.S. Department of Transportation, Pipeline & Hazardous Materials Safety Administration
FY 2022 Hazardous Materials Emergency Preparedness Grant

22HMEP FEDERAL AWARD \$ 3,334.00

BUDGET CATEGORY	HMEP AMOUNT	MATCH AMOUNT
Personnel	\$ -	\$ 834
Fringe Benefits	\$ -	\$ -
Travel/Per Diem	\$ -	\$ -
Equipment	\$ -	\$ -
Supplies	\$ -	\$ -
Contractual	\$ 3,334	\$ -
Other	\$ -	\$ -
Subtotal	\$ 3,334	\$ 834
Indirect	\$ -	\$ -
Indirect Cost Rate Agreement		0%
TOTAL:	\$ 3,334	\$ 834

TOTAL PROJECT COST \$ 4,168

- The Subrecipient will provide a match of **\$834**, 20%, of the total project cost from non-federal origins.
- Cumulative transfers to budget categories in excess of 10% of the Grant Agreement Amount will not be reimbursed without prior written authorization from the Department.

Funding Source: PI# 72352 – 22HMEP

CLALLAM COUNTY BUDGET CHANGE FORM



Date Submitted: 1/25/23

Budget Hearing/Meeting Date: 2/28/23

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

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

BUDGET NUMBER xxxxx.xxx.	DEPT NAME	BARS NUMBER xxxxx.xx.xxxx	ACCOUNT DESCRIPTION	AMOUNT
00100.817	Sheriff – Emergency Services	33320.70.3000	HAZ/MAT Emergency Preparedness	3,334
Total				3,334

EXPENDITURES

BUDGET NUMBER xxxxx.xxx.	DEPT NAME	BARS NUMBER xxxxx.xx.xxxx	ACCOUNT DESCRIPTION	AMOUNT
00100.817	Sheriff – Emergency Services	52510.41.0020	Professional Services	3,334
Total				3,334

Revenue/Source and Expenditure totals must agree.

REASON FOR BUDGET ACTION:

Revenue from Washington State Military Department will reimburse expenditures from the County for hiring a consultant to design and implement a training exercise on our local hazardous materials emergency plan, as per state contract E23-166. Total amount of this contract to be expended and reimbursed is \$3,334.

County Official Approval: _____

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



AGENDA ITEM SUMMARY

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

9
JAN 30 2023

Department: Sheriff

WORK SESSION ☒ **Meeting Date:** 1/30/23

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 | ☒ Discussion |

Documents exempt from public disclosure attached: ☐

Executive summary: This is part of an ongoing discussion on how to address needs for additional jail space. Chief Corrections Deputy Don Wenzl has created a document summarizing the current jail's history and demands on the space, and how additional space is the only solution for an inmate population that has expanded proportionally to the County population, as well as room for the increased community and medical services the inmate population needs access to. Alternatives on how to best add square footage to the jail will be presented.

Budgetary impact: None at this time, guidance on future steps will be sought.

Recommended action: Board input on solutions

County Official signature & print name: Brian King, Sheriff 

Name of Employee/Stakeholder attending meeting: Don Wenzl, Brian King

Relevant Departments: Sheriff

Date submitted: 1/25/23

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



CLALLAM COUNTY CORRECTION FACILITY

BUILD

INTRODUCTION

The Clallam County Correction Facility (CCCF) was designed based on a “one-size fits all” list of standards governed by the Washington State Jail Standards Commission. Over that last 40 years, our county population has increased nearly 57% and our inmate population’s needs have increased violently, medically and psychologically. Currently, 51% of the in-custody inmates have a mental health diagnosis (verified in EPIC) and at least 66% of those are reoffenders. According to the U.S. Department of Justice, about 37% of people in prison have a history of mental health problems (<https://www.apa.org/monitor/2019/03/mental-health-inmates>).

Our goal is to treat these drug and mental health issues, which in turn, will drastically reduce recidivism in our county. These needs cannot be adequately addressed using our currently medical space and facility footprint.

BACKGROUND

Clallam County is home to over 78,000 residents with a diverse geographic and demographic base. Situated on the far northwest corner of the contiguous United States, the northern border faces Canada separated by the Straits of Juan de Fuca, while the west is on the shores of the Pacific Ocean. Clallam County is surrounded on the east and south sides by neighboring Jefferson County, which is made up largely of the Olympic National Park and the Olympic Mountain Range.

Clallam County is home to three incorporated cities: Sequim, in the eastern portion; Forks in the far west region; and Port Angeles, located centrally and serving as the county seat. Other unincorporated communities include Clallam Bay-Sekiu, Joyce, Carlsborg, Beaver, and Dungeness. There are also four federal Indian Reservations in Clallam County, each hosting communities as well: Jamestown S’Klallam (Blyn), Lower Elwha Klallam, Quileute (LaPush) and Makah (Neah Bay).

In 1979, Clallam County constructed a new courthouse that housed, among many other departments, the Sheriff’s Office and a 72-bed jail (CCCF) with a special detention unit. The jail opened in 1981 and funded and built to try to comply with the now defunct Washington State Jail Standards Commission. As a result, planning which occurred to comply with the requirements of this funding source was subject to several constraints. As many jails designed and built in the early 1980’s, CCCF is a linear design that stretches along hallways and sharp corners requiring camera supervision to cover blind spots and visual surveillance. Since the facility is stretched out, deputies must make regular, timed cell checks that leave little time for inmate contact. Over the last 40

years, CCCF has had a few major updates. Our control room has been upgraded twice and our SDU section was remodeled under a previous construction remodel. This 5-phase build was halted at the completion of Phase 1 due to seismic engineering requirements as well as funding. Although construction stopped, CCCF has added double-bunks to our original footprint and maxed out at 120 beds.

The original medical space, one inmate medical cell, nurse office, and medical exam room, is outdated and lacking in our current inmate needs. Our nursing staffing has quadrupled since the build. In 2016, CCCF implemented the first Medically Assisted Treatment program in a Washington state jail. In those six years, the original MAT has transformed into a full-service Medication for Opioid Use Disorder program, in partnership with local outreach agencies. With the increase of MOUD participation, we currently have participants in our booking area supervised while taking medication. As of January 2023, we have 21 participants in our MOUD program and limited ability to provide the needed treatment.

Our sole multipurpose room, which has historically been used for inmate programs such as G.E.D, Alcoholics Anonymous, Narcotics Anonymous, Bible Study and Church services has been repurposed into a full-time video court room, which runs continuously Monday through Friday. As we ramp these programs back from our COVID lockdown, we are challenged with finding available space to provide needed treatment and services to our population. Our recreation room is our only available secure setting when not used for overflow inmate housing.

Three years ago, the jail hired our first full-time Mental Health Professional. Not only was this position a liaison for our courts and state mental health system, but the jail was also able to provide a direct case manager to assist an offender in transitioning back into the community. The MHP acts as a warm handoff to local agencies that provide outreach, service linkage, case management, and medical and behavioral health care. Our MHP also provides one-one counselling to offenders and can link to our in-house MOUD program. As with other programs, finding available space in our jail for our MHP to visit with offenders continues to be challenging.

The Corrections field has evolved over time. The goal is not to merely incarcerate but to find ways to reduce the recidivism of the offender, whether through education, counseling, wellness or other means of rehabilitation. Not only is this change important and makes a difference, but it has become the new standard of care. While the existing jail has served Clallam County well for 40 years, changes in Corrections has shown our current footprint cannot adequately serve the needs of today's offender population.

SOLUTION(S)

Earlier in 2022, CCSO requested a conceptual build-out to expand the jail into the current CCSO administrative office and CCSO squad room. OAC, which is also working on the new Emergency Operations Center, was tasked with data gathering and providing CCSO with a programming scheme of the conception. The jail would gain several thousand square feet to enhance medical, program, court, and treatment space. The jail needs to expand our medical exam room, doctor and nurses' office as well as add single medical cells. We also need to provide more space for religious services, drug and alcohol prevention meetings, behavioral group sessions and other beneficial services. During discussion, we looked at possibilities of rehousing our offices as well as our evidence rooms. Since the original discussion, some of these options are no longer available.

We have also discussed the possibility of a new facility. Our 40-year-old jail currently sits on "fill" that borders Peabody Creek. In recent years, the jail has required foundation repair on the north wing as the flooring has been separating from the interior walls, by as much as an inch. There is a current capital project slated for the next year to fix the splitting and separating foundation of outdoor recreation, which is also on the north side of the facility. I also mentioned that our previous construction build was cancelled due to the seismic and retrofitting requirements to add the proposed space.

A) Expansion to existing facility: This option is the least costly of the two solutions. Expanding into a current footprint with remodeling to jail security standards is the easiest design option. OAC will provide a conceptual build-out design for \$25,770 (2022 rates).

PROS:

- Easiest and quickest solution to build into current Courthouse footprint.
- Least expensive of two solutions and approximately \$4-5M
- Still attached to Courthouse, allowing in-person access to courtrooms.
- Retrofit and repurpose current offices within courthouse footprint.
- Addresses required health care needs by expanding exam rooms, office, and medical cells.

CONS:

- Need to relocate Sheriff Administrative offices, which need public access.
- Need to relocate squad room for deputies and secure new location(s) for evidence rooms.
- Would gain only 5-6 beds for medical purposes.
- Does not address the needed bed space for the increase in offender population.
- Adds to the antiquated and inefficient "Linear-design" of the facility.

- Does not address the continued repairs to foundation and walls on north side of facility.
- Add maximum long-term expansion to this site without expanding into parking lot.

B) New Community Justice Center: Developing a new structure is expensive, and property must be acquired. Although this would require staff to transport inmates to the courtroom, most hearings are conducted via video. Designing this facility in a direct supervision or podular design, would allow more efficient wellness checks and movement of inmates. This would not require any more staffing if our capacity was bumped up to 150-175 beds. Most importantly, a new facility would provide adequate space for a broader range of programs. By having the facilities to provide this evidence-based programming and treatment, such as mental health and drug addiction treatment, Clallam County could effectively reduce the recidivism percentage drastically.

PROS:

- More efficient, less staff-intensive layout with pods.
- Designed to address the current medical, education, training, addiction, and mental health rehabilitation requirements to reduce recidivism of offenders.
- Additional bed space for arrests by local agencies.
- More efficient housing based on design. Immediate access to visitation, recreation, or other programs.
- New facility on a solid foundation.
- Additional beds to contract with DOC or other agencies.
- Sheriff Admin, squad room, and evidence would not require relocation.
- Ability to relocate east of Port Angeles. Closer to Sequim, state transports, DOC prison bus accessibility.
- Build with updated technology for staff and inmates.
- Address staff areas to reduce disruption, improve training and meeting space.

CONS:

- Approximately \$45M for this build. Recent agencies (Skagit County, WA and Grant County, WA) approved .3% tax to pay bonds.
- Start to completion is approximately 44-month process.
- Site location survey and purchase unless adequate county parcel available.
- Off-site for court services. Few hearings require in-person attendance. Most are conducted by video.

COST COMPARABLES:

Since we are waiting for the conceptual build by OAC, we do not have an estimate of the cost, except for the contract fee of the conceptual build of \$25,770.

Erica Loynd of DLR Group, who managed Skagit County and Crook County, OR, estimates \$45.9M for a new 175 bed facility.



10

AGENDA ITEM SUMMARY

JAN 30 2023

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

Department: Public Works

WORK SESSION ☒ **Meeting Date: January 30, 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: Project Update |

Documents exempt from public disclosure attached: ☐

Executive summary: The Public Works Department will provide a project update on the County's effort to support Public Utility District No. 1 of Clallam County (PUD) acquisition of new water rights to meet future water supply needs in the Carlsborg Urban Growth Area (CUGA). Attached is a project summary that provides baseline information on project scope, project team make-up, project phases/timelines, funding, key milestones, and challenges.

The Department will also update the Board on the status of implementing the recent December Interlocal Agreement (ILA) between the County and PUD. The 2022 ILA addresses immediate water supply and infrastructure needs while the County continues to assist the PUD on acquisition of new water rights. The primary actions under the ILA include: (1) the PUD will make available 93.1-acre feet of Carlsborg Water System annual production utilizing its existing water rights that will support near term development of approximately 475 equivalent residential units in CUGA areas not currently served; and (2) the County will provide funding towards capital projects that support water supply and water quality improvements in the Carlsborg Water System in the amount of \$775,000. The 2022 ILA is attached for reference.

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?** ☐

N/A

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

No action required.

County Official signature & print name: _____

Name of Employee/Stakeholder attending meeting: Steve Gray and Carol Creasey

Relevant Departments: Public Works and Community Development

Date submitted: January 25, 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)

BOCCAgenda_Summary(1-30-23)

Revised: 3-04-2019

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

CARLSBORG WATER SUPPLY PROJECT

(Last Updated January 2023)

Description

Clallam County is assisting the Public Utility District No. 1 of Clallam County (PUD) with the acquisition of a new water right to meet future water supply needs in the Carlsborg Urban Growth Area (CUGA) not currently served by the PUD's Carlsborg Water System or other existing public water supply (see attached map). This undertaking is being done as part of a 2013 Interlocal Agreement (ILA) with the PUD. This project also includes the adoption and implementation of a 2022 Memorandum of Understanding (MOU) and 2022 Interlocal Agreement regarding Carlsborg Water Supply between the County and the PUD.

Project Team

Team Lead:	Steve Gray, Deputy Public Works Director
Project Manager:	Carol Creasey, Water Resources Program Manager
Legal:	Dee Boughton, Deputy Prosecuting Attorney
Engineering:	Joe Donisi, County Engineer, and Public Works Engineering Team
Finance:	Hilary Steeby, Public Works Accountant Mark Lane, County Chief Financial Officer
Other Support:	Bruce Emery, Director, and Community Development Staff Team Public Works Administrative Staff
Consultant:	Robinson-Noble Hydrogeologic Engineering Firm
Project Partner:	Public Utility District No. 1 of Clallam County (PUD)

Project Phases and Timeline

PUD Water Right Support

Under the 2013 ILA, the County agreed to support PUD's acquisition of new water rights needed for full-buildout of the CUGA under their water right application (G2-30364) previously submitted in 2006 to the state Department of Ecology (Ecology). As part of this support, the County contracted with the hydrogeologic consulting firm of Robinson-Noble in September 2017.

Phase	Summary of Key Phase Tasks	Timeline
Assessment	• Assess water right application for consistency with water system demands at full buildout. • Compile/analyze available information to describe the hydrogeologic setting pertinent to processing of the water rights application. • Define options for a new well depth and location and assess the differing amounts of impairment/impacts of these options.	Completed 2018
Well Drilling & Testing	Based on the assessment phase, the PUD received a permit from Ecology to drill and test a well under their water right application. The well site is on private land north of the CUGA made available through an agreement with the landowner (see attached map). The County awarded a contract in 2019 for the well drilling and testing. To minimize the impacts to instream flows under the Dungeness Water Rule (WAC 173-518), the drilling was designed to go as deep as practical and was drilled to a depth of 917 feet below the ground surface. Following testing, the Carlsborg Very Deep Well installation was completed to serve as a production well for the PUD's Carlsborg Water System.	Completed 2020

Mitigation Plan	The County/PUD prepared a mitigation plan with technical assistance from the consultant to support the water right application based on the new Carlsborg Very Deep Well as the water source. An initial draft mitigation plan was submitted to Ecology in October 2020. A revised draft mitigation plan responding to Ecology comments was presented to Ecology in June 2022.	Completed June 2022 ¹
Stakeholder Outreach	The County and PUD with technical assistance from the consultant have been conducting meetings and outreach with Ecology, Jamestown S’Klallam Tribe (JSKT), Dungeness River Management Team, and other stakeholders on the draft mitigation plan	October 2020 to Present
Response to Tribal Comments	The PUD and County with technical assistance from the consultant are preparing a response to JSKT’s concerns noted in their September 2022 on the water right application and related draft mitigation plan.	February 2023
Cost Reimbursement Agreement (CRA)	The PUD plans to request Ecology approval of Cost Reimbursement Agreement (CRA) with the objective to expedite final processing of the water rights application. The CRA involves the PUD working with one of Ecology’s pre-qualified consultants and with Ecology to process the water rights application. The County’s consultant Robinson-Noble is one of Ecology’s pre-qualified consultants. The current County contract with Robinson-Noble includes preparation of the Report of Examination (ROE) under the CRA process.	Winter/ Spring 2023 ²
Report of Examination (ROE)	Consultant to prepare a Draft Record of Examination (ROE) that will include incorporating information from earlier phases, the mitigation plan, and other required information per state law and Ecology. The consultant will work with Ecology on preparation of the Draft ROE.	2023 ²
Water Right Permit Decision	Ecology will deny, approve, or partially approve the water right permit.	2023 ²

¹Currently under Ecology review.

² Timeline assumes Ecology approval of CRA in early-2023; the mitigation plan will be accepted by Ecology substantially as currently exists; and the ROE preparation, review and related process will progress in a straightforward manner without significant contention following acceptance of the mitigation plan. Once Ecology issues a decision, there is a 30-day appeal period to the Pollution Control Hearings Board.

2022 Memorandum of Understanding

On October 18, 2022, the County and PUD entered a Memorandum of Understanding (MOU)—Regarding Carlsborg Water Supply. This MOU recognizes individual and mutual interests, and both Parties agreed to negotiate in good faith an interlocal agreement to carry out the MOU.

2022 Interlocal Agreement

On December 27, 2022, Clallam County and the PUD executed the First Interlocal Agreement Regarding Carlsborg Regional Water Supply. The ILA addresses County and PUD interests of immediate need identified in the 2022 MOU, with the expectation to address other MOU interests in subsequent ILA’s. The primary actions under the ILA are:

- The PUD will make available 93.1-acre feet of Carlsborg Water System annual production utilizing its existing water rights that will support near term development of approximately 475 equivalent residential units in UGA areas not currently served.
- The County will provide funding towards capital projects planned by the PUD directly related to improving water supply and water quality in the Carlsborg Water System in the amount of \$775,000.

The main objectives of the ILA are:

- Addressing an immediate need within the UGA, outside the PUD’s current retail service area, for water availability to serve new development including affordable housing.
- Supporting Carlsborg Water System infrastructure expansion which will facilitate the following goals:
 - Improved water quality.
 - Further perfection of the PUD’s existing water rights that will help support acquisition of additional water rights.
 - Reduction in impact to in-stream flows to area rivers and streams by shifting water production from the PUD’s current source supply for the Carlsborg Water System to the new Carlsborg Very Deep Well.

PUD Carlsborg Water System Expansion Plan

Implementation of the 2022 County-PUD ILA will serve as catalyst for the PUD’s planned expansion of the Carlsborg Water System as summarized below:

Year ¹	Summary of Key Tasks
2023/2024	• Obtain state Dept. of Health approval of the new Carlsborg Very Deep Well water source and infrastructure plans to connect the well to the existing Carlsborg Water System. • Obtain Ecology approval to shift Carlsborg Water System production to the new Carlsborg Very Deep Well and approval of a phased mitigation plan. • PUD execute final purchase of Carlsborg Very Deep Well site from landowner. • PUD construction of water line to connect the Carlsborg UGA and existing Carlsborg Water System to the new Carlsborg Very Deep Well. • Amendment to the 2017 PUD Water System Plan to support the expanded Carlsborg Water System service area and retail service areas.
2024	• Develop the Carlsborg Very Deep Well facility including installing pumping equipment, chlorination system, instrumentation, controls, and telemetry and securing related final permits and approvals.
2024-2030	• Continued service area buildout and increase in production from Carlsborg Very Deep Well site shifting production from current Carlsborg LUD #10 Well and contributing to mitigation credit towards new water right.
After 2030	• Possible PUD development of second deep well and related improvements at the Carlsborg Very Deep Well site to increase source capacity and water system redundancy.

¹*Dependent on timing of PUD obtaining necessary approvals from state agencies.*

Project Budget

In 2022, County Public Works staff project related costs were approximately \$25,000. It is anticipated in 2023 that staff costs will be similar. Below is a budget summary of County contracted work to support this project.

Services	Budget	Expenditures	Balance	Comments
Drilling of Carlsborg Very Deep Well	\$335,065	\$335,065	\$0.00	Drilling of well and related work completed in 2020.
Robinson-Noble Consultant Services	\$248,396	\$198,020	\$50,375	Under Contract thru 2023. Balance is as of January 2023.

In 2023, \$75,000 of County Real Estate Excise Tax (REET) funding has been allocated to support professional services for this project.

Key Milestones

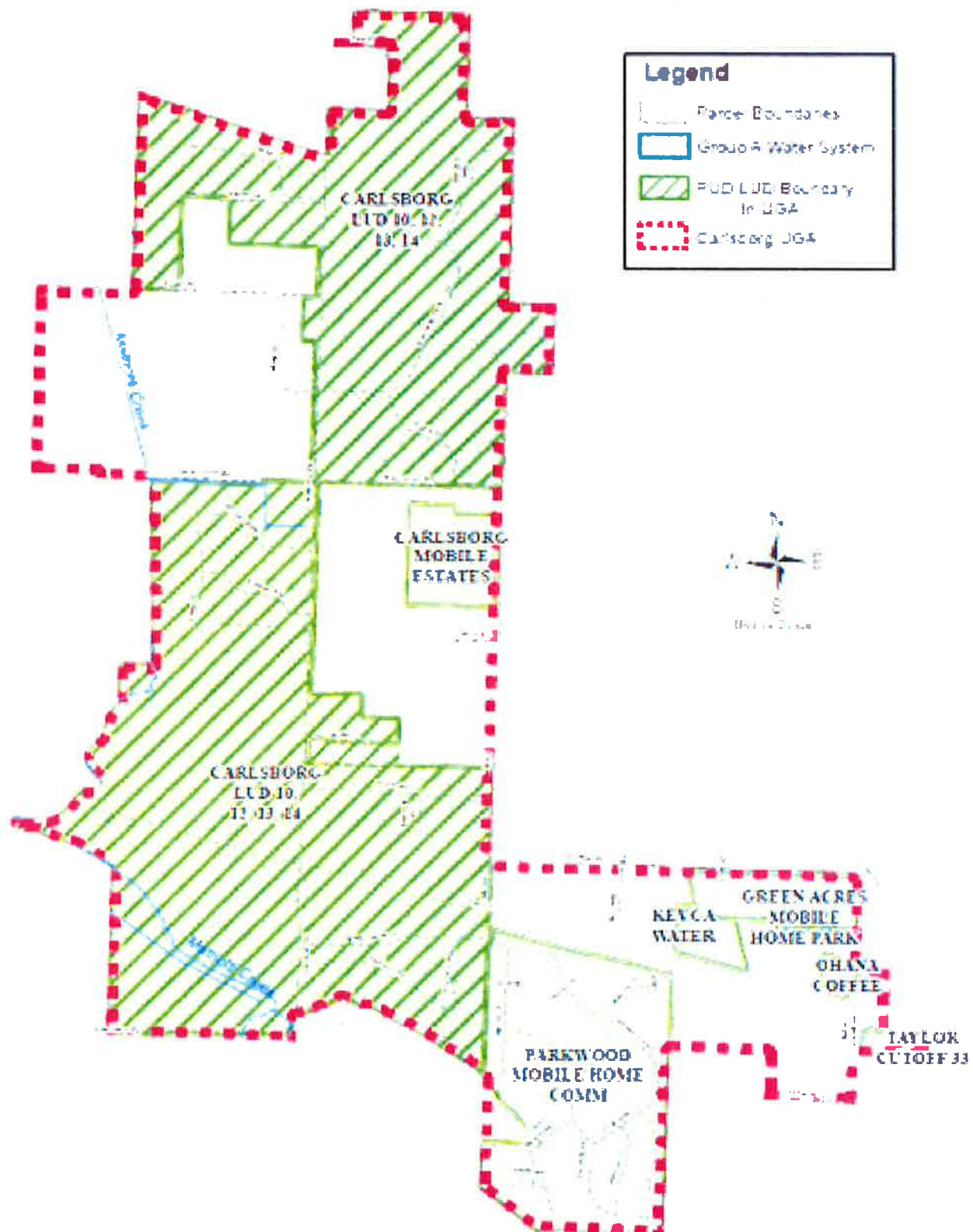
The County's major work effort on this project commenced in 2017 and has been ongoing over the past 5-years. Below are highlights of this effort:

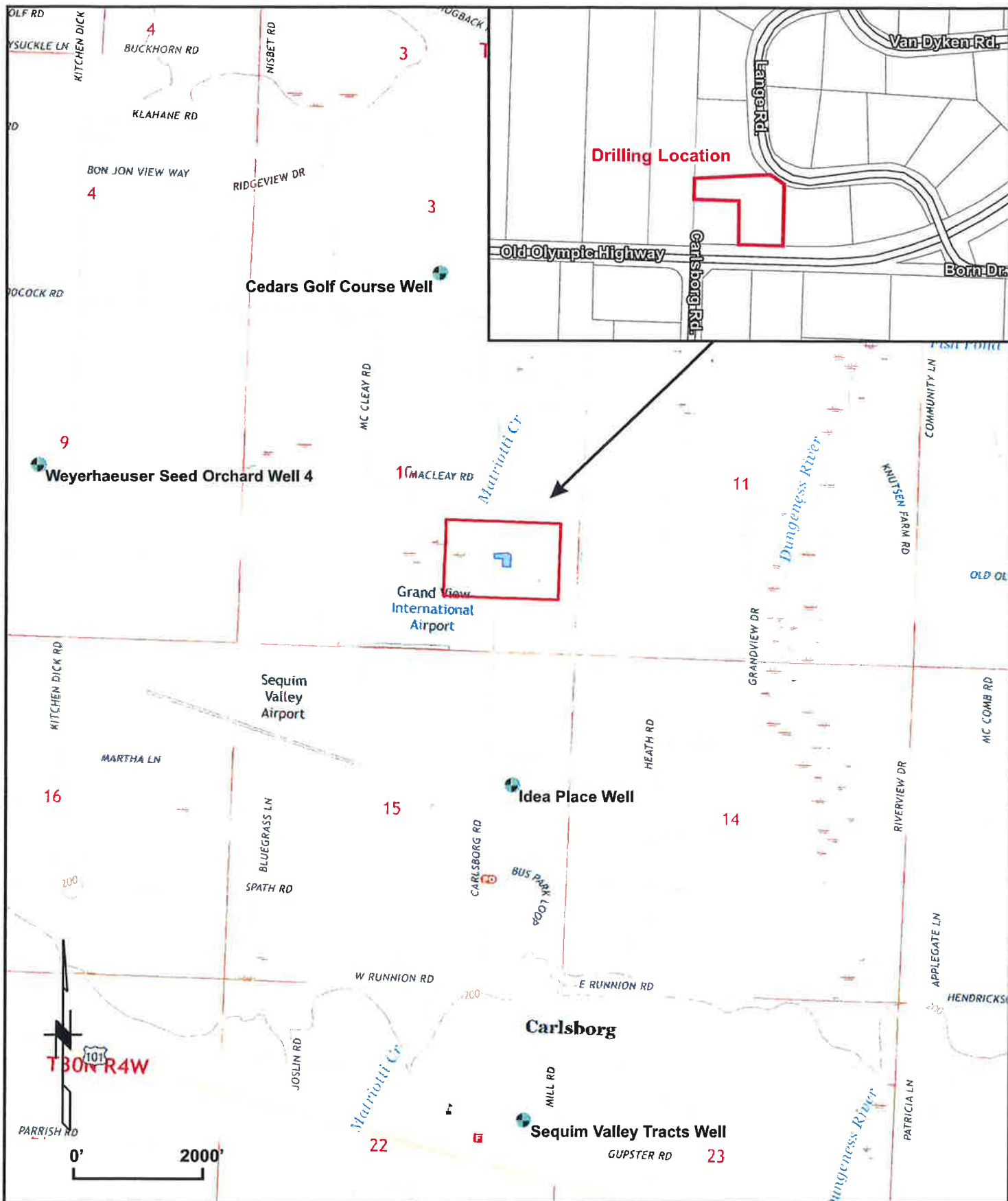
- Completion of assessment, well drilling and testing, and draft mitigation project phases to support the PUD's water right application. These efforts are documented in a series of technical memorandums/reports by the County's consultant.
- Completion of well drilling, testing and subsequent conversion of the new Carlsborg Very Deep Well (917-feet) to serve as a future production well for the PUD's Carlsborg Water System. The new well is central to the mitigation plan for the new water right for the CUGA.
- Meetings with the Dungeness River Management Team (DRMT) Technical Water Resources Work Group to review the Draft Mitigation Plan between January and June 2022.
- Meeting with Jamestown S' Klallam Tribe (JSKT) staff and DRMT on the Draft Mitigation Plan (June 14, 2022)
- Joint meeting of the Clallam County Commissioners and Jamestown S' Klallam Tribal Council that included discussion on PUD water right application and Draft Mitigation Plan (September 1, 2022)
- Clallam County and PUD Memorandum of Understanding (MOU) Regarding Carlsborg Water Supply (October 18, 2022)—see MOU description in prior section.
- Clallam County and PUD First Interlocal Agreement (ILA) Regarding Carlsborg Regional Water Supply (enacted December 27, 2022)—see ILA description in prior section.
- On January 5, the PUD and County met with Ecology and state Department of Health (DOH) to review the 2022 ILA. PUD provided a follow-up technical memorandum to support the ILA to both state agencies. Following review of the ILA and technical memorandum, Ecology determined that the ILA was consistent with the PUD's existing water right and DOH confirmed consistency with the PUD's approved Water System Plan. With these state agency approvals, the PUD and County can proceed with implementing the 2022 ILA.

Challenges

- Time and effort involved to obtain Ecology approval of the PUD's 2006 Water Rights Application, particularly under the Dungeness Water Rule (WAC 173-518). The Rule requires that any new water use in the Rule Area must demonstrate that it has no impact on the rivers and streams, or is fully mitigated.
- Continued delays in making public water available to the rest of the CUGA impacts opportunities for new economic development and housing, including affordable housing.
- The new Carlsborg Very Deep Well is completed in an aquifer that reaches below the deepest aquifer identified in the numerical model developed under the Dungeness Water Rule (WAC 173-518), making it challenging to obtain consensus on agreement on mitigation this very deep well provides under the Rule for new water uses.

Carlsborg UGA Group A Water Systems





 ROBINSON NOBLE	Note: Basemap taken from USGS Carlsborg Quadrangle	PM: FMK April 2020 2107-001A	Clallam County T 30 N/R 04 W - 10 Scale 1" = 2000'	Figure 1 Vicinity Map Clallam County DCD: Deep Test Well
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101-22-0025

26
DEC 27 2022

**FIRST INTERLOCAL AGREEMENT REGARDING CARLSBORG REGIONAL
WATER SUPPLY**

BY AND BETWEEN

**CLALLAM COUNTY AND
PUBLIC UTILITY DISTRICT No. 1 OF CLALLAM COUNTY**

This Interlocal Agreement ("Agreement") is made by and between Clallam County ("County") and Public Utility District No. 1 of Clallam County ("District"), political subdivisions of the State of Washington, pursuant to the Interlocal Cooperation Act, Ch. 39.34 RCW. The County and the District are each a "Party" and are together the "Parties" to this Agreement.

WHEREAS, the District owns and operates a Group A water system that was founded and developed to serve local utility districts ("LUD") initiated in Carlsborg, and the District holds three water rights that together authorize withdrawal and use of 467.6 acre feet from three wells and that are dedicated to serving the District's existing customers and commitments;

WHEREAS, on December 5, 2000 pursuant to Ordinance No. 700, the County Board of Commissioners established an Urban Growth Area ("UGA") for the Carlsborg area;

WHEREAS, the Carlsborg UGA is within the service area identified in the District's current Water System Plan, but outside the District's current retail service area;

WHEREAS, on March 19, 2013, the District and the County entered the Interlocal Agreement (ILA) for the Carlsborg Wastewater System that provides for the County to purchase or otherwise procure for the District additional water rights in sufficient quantity to supply water for Full Buildout of the Carlsborg UGA that is outside of the District's Carlsborg retail service area as of March 2013 (the "Water Service Expansion Area");

WHEREAS, the County contracted with a consulting firm to provide technical and project assistance to support the District's efforts to obtain Ecology's approval of the District's 2006 water right application, including drilling a new well (the "Carlsborg Very Deep Well") and development of a mitigation plan for new water uses as required under the Dungeness Instream Water Rule;

WHEREAS, the District's primary existing Carlsborg production well (LUD #10 Well) is exhibiting rising nitrate contamination levels that are expected to reach the maximum contaminant level allowed within the next four to six years (2026-2028);

WHEREAS, the County and District seek to work cooperatively to achieve shared goals and objectives related to the growth expected in the Carlsborg Region and efforts to plan for and serve that growing population;

WHEREAS, the County has identified an immediate need within the UGA, outside the District's current retail service area, for water availability to serve new development including affordable housing;

WHEREAS, the District has determined that it has sufficient water rights to reliably provide water service and serve growth within the existing retail service area for a twenty-year period, and make additional water available to a limited number of new connections outside the retail service area;

WHEREAS, on October 18, 2022, the County and District entered into a Memorandum of Understanding Regarding Carlsborg Water Supply ("MOU") that expresses the Parties' intent regarding land use, water system planning and improvement, and supply of drinking water;

WHEREAS, in the MOU, each Party recognizes key interests and missions of the other Party, and the Parties state the intent to negotiate in good faith an interlocal agreement to carry out the MOU;

WHEREAS, in order to address the immediate need in the UGA, the Parties agree to address a portion of the content of the MOU in this Agreement and to negotiate in good faith additional interlocal agreement(s) regarding Carlsborg regional water supply to address the other portions of the MOU not addressed herein;

WHEREAS, it is unnecessary to restate or reference herein all provisions of the MOU, and thus the Parties intend to preserve and pursue all provisions in the MOU going forward, including MOU provisions not referenced or addressed herein; and

WHEREAS, the District and the County wish to facilitate the District's ability to extend its retail service area through the installation of a new well site, transmission lines, storage/blending facilities, pump stations and related infrastructure to connect the Carlsborg Very Deep Well water supply to the existing Carlsborg Water System.

NOW, THEREFORE, the following AGREEMENT is made upon the basis of the foregoing recitals, incorporated herein by reference, and in consideration of the mutual promises and covenants herein, and the mutual benefits to be derived by the Parties therefrom.

1. The District will certify water availability to support growth within the Carlsborg UGA, outside the District's current retail service area not to exceed a total of 93.1 acre feet of annual production utilizing its existing water rights. The foregoing certification is dependent on and subject to securing regulatory approval, as applicable or required, of the necessary water system planning and service area actions. The County agrees not to make any formal or informal decisions, agreements, or commitments related to development, building permits or land divisions in the UGA advance of the District's certification of water availability.
2. The County will provide funding towards capital projects planned by the District directly related to improving water supply and water quality in the Carlsborg Water System in the amount of \$775,000. The County reserves the right to provide this funding under the Coronavirus Local Fiscal Recovery Funds (CFDA No 21.027) of the American Rescue Plan Act ("ARPA"). If ARPA grant funding is used, it is subject to execution of a separate ARPA Direct Grant Assistance Agreement by both parties. To be eligible for such ARPA grant funding, capital projects must be eligible under the EPA's Drinking Water State Revolving Fund Handbook ("DWSRF") and those outlined under the ARPA Final Rule. Costs for such capital projects must be obligated no earlier than March 3, 2021 and no later than December 31, 2024, with final costs to be disbursed no later than December 31, 2026. The County will provide the funding within 60 calendar days of the District's certification of water availability to any portion of the Carlsborg UGA outside of the District's retail water service area as described in paragraph 1 above, the execution of this agreement, or the execution of an ARPA Direct Grant Assistance Agreement, whichever comes later. If applicable, as to be outlined in the ARPA Direct Grant Assistance Agreement, the District will be required to provide periodic reporting and supporting documentation for how such ARPA funding is utilized until such funds are fully expended.

3. Nothing in this Agreement is intended to preclude the County from providing additional funding towards needed capital projects related to Carlsborg water supply or water quality in the future.
4. Nothing in this Agreement is intended to preclude the District from making available additional water utilizing its existing water right.
5. The County will continue to comply with its obligations under the 2013 Interlocal Agreement.
6. The District will continue to act in good faith to assist the County's effort to obtain additional water rights for the District.
7. Agreement Clauses Required by Chapter 39.34 RCW.
 - a) Purpose. See the last three Recital paragraphs on page 2.
 - b) Effective Date and Duration. This Agreement will take effect immediately after both Parties have duly approved and executed the Agreement. The initial term of this Agreement shall be seven (7) years. After three (3) years both Parties shall commit to reevaluating water supply, water quality, growth and development within the Carlsborg Water System with the intent to reach mutual written agreement specific to renewal of or revision to the Agreement as needed.
 - c) Organization of Separate Entity and Its Powers. No new or separate legal or administrative entity is created to administer the provisions of this Agreement.

Responsibilities of the Parties. See Paragraphs 1, 2, 5 and 6 above.

- d) Agreement to be Filed or Posted. Within five (5) business days after full execution of this Agreement, each Party will list by subject this Agreement on its website.
- e) Financing. Each Party will be responsible for funding and financing its obligations under this Agreement.
- f) Termination. This Agreement may be terminated or modified only upon mutual written consent of both Parties. At any time, either Party may give to the other written notice of intent to terminate or modify this Agreement, in which case both parties shall commit to meeting within thirty (30) days. If the parties do not mutually agree regarding amendment or termination after meeting, then this agreement shall continue for the remainder of the seven-year term described in paragraph b) above. If mutual written agreement is not reached related to renewal of the Agreement prior to end of the initial seven-year term, the Agreement shall terminate at the end of the initial seven-year term.

PASSED AND ADOPTED this 27 day of Dec. 2022



ATTEST:

L. Gores
Loni Gores, CMC, Clerk of the Board

BOARD OF CLALLAM COUNTY COMMISSIONERS

Mark Ozias
Mark Ozias, Chair

Randy Johnson
Randy Johnson

Bill Peach
Bill Peach

PUD NO. 1 OF CLALLAM COUNTY

DATED this 12th day of December, 2022

By: Sean Worthington
Sean Worthington, General Manager

Approved as to form only by

Bert Dee Boughton
Bert Dee Boughton
Civil Deputy Prosecuting Attorney
Clallam County



11
JAN 30 2023

AGENDA ITEM SUMMARY

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

Department: DCD

WORK SESSION ☒ **Meeting Date:** 1-30-2023

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 attached: ☐

Executive summary:

The Planning Commission has been working with DCD staff since July 2022 to update the County's Sign Ordinance. The Ordinance was adopted in 2000 with no updates since. Changes to the existing Ordinance are needed to address invalidated sections, non-existent programs, new technologies, and a State Supreme Court decision regarding regulating content (*Reed decision*). The Planning Commission intends to hold a workshop on February 1, 2023 in order to discuss the proposed ordinance with stakeholders who have been invited to provide comment prior to holding a public hearing. The public hearing will be held February 15th or March 1st in anticipation of providing a recommendation to the Board of Commissioners regarding an ordinance.

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?)

Staff will bring back a final draft ordinance if recommended by the Planning Commission following a public hearing.

County Official signature & print name:

Bruce Emery

Name of Employee/Stakeholder attending meeting: Donella Clark, Principal Planner

Relevant Departments: DCD

Date submitted: January 25, 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)

Agenda_1-23-23
Revised: 3-04-2019

33.57.010 PurposeGoals and intent.

~~(1) The goals of these sign regulations are:~~

~~(1a) To encourage the effective use of signs as a means for businesses to communicate with customers in the County;~~

~~(b) To maintain and enhance the visual environment and the County's ability to attract sources of economic development and growth;~~

~~(2e) To minimize excessive lighting in rural Clallam County along designated scenic highways;~~

~~(3d) To maintain and not impede enhance scenic views along the County's scenic highways;~~

~~(4e) To improve traffic and pedestrian safety and to minimize eliminate distractions to vehicle drivers;~~

~~(5f) To minimize the potential adverse effects of signs on nearby public and private property;~~

~~(6g) To prevent damage and person injury from signs improperly constructed;~~

~~(7) To ensure compliance with the Scenic Vistas Act and the Growth Management Act; and~~

~~(8h) To enable the fair and consistent enforcement of these sign regulations.~~

~~This chapter is adopted under the zoning authority of the County in furtherance of the more general purposes set forth in this title.~~

~~(2) It is the intent of this chapter that signs may be erected, placed, established, painted, created or maintained in the County only in conformance with the standards, procedures, exemptions and other requirements of this chapter. The intent of this chapter, as more specifically set forth herein, is:~~

~~(a) To permit a variety of types of signs in commercial and industrial zones and a limited variety of signs in other zones, subject to the standards of this chapter;~~

~~(b) To permit certain signs which are small, unobtrusive, and incidental to the principal use of the lots on which they are located; provided, that these types of signs are not portable signs which often cause safety problems due to blockage of vehicle/pedestrian sight lines and are further subject to the substantive requirements of this chapter;~~

~~(c) To bring existing, noneconforming signs which exceed an area/height/number cap set in this chapter into compliance with these standards after a set period of time in order to further the goals and intent set forth in this chapter;~~

~~(d) To prohibit signs not expressly permitted by this chapter; and~~

~~(e) To provide for monitoring and compliance with the provisions of this chapter. This chapter distinguishes between signs by their structural type and duration of use but to the maximum~~

~~extent possible does not distinguish between signs by their content. Certain types of signs are classified as temporary if they are only up for a short and specified period of time. Signs required by law, public signs required for safety, and public signage, the purpose of which is to inform the traveling public of public roadside facilities, are exempt from the ordinance requirements.~~

33.57.020 Definitions.

Except where specifically defined herein, all words used in this chapter shall carry their customary meanings. Words used in the present tense include the future, and the plural includes the singular. The word “shall” is mandatory; the word “may” denotes a use of administrative discretion in making a decision. The words “used” or “occupied” shall be considered as though followed by the words “or intended, maintained, arranged or designated to be used or occupied.”

(1) “Abandoned sign” means a sign that, for a period of more than six (6) months, no longer correctly identifies, exhorts, or advertises any person, business, lessor, lessee owner, product or activity conducted or available on or off the premises on which the sign is located. Signage on a property which is continuously listed for sale or lease shall not be considered abandoned, ~~for a period of six (6) months after which it shall be considered abandoned and subject to conformance with this chapter.~~

(2) “Administrator” means the Director of the Clallam County Department of Community Development or ~~their~~ his/her designee.

(3) “Advertising” means to announce publicly by emphasizing a printed notice or to call public attention to desirable qualities so as to arouse a desire to buy or patronize. This also includes logos, borders, backgrounds and accents.

(4) “A-frame” or “Sandwich Board” means two usually hinged boards not permanently attached to the ground and generally oriented to pedestrians.

(5) “Animation” means the manipulation of electronic images in order to create moving images; or a sign depicting action, motion, light, or color changes through electrical or mechanical means.

(6) “Awning” means a shelter extending from the exterior wall of a building and composed of nonrigid materials except for the supporting framework.

(7) “Backlit sign” means a sign whose face is illuminated from behind.

(8) “Banner sign” means a flexible substrate on which copy or graphics are displayed. These signs can be mounted to a structure with a cord, rope, cable, or a similar method, or that may be supported by stakes in the ground. These signs are considered a temporary sign unless affixed to a building.

(94) “Building frontage” means the linear frontage of a building facing an abutting public or private street. When a building fronts on multiple streets, the building frontage shall be the one building front that would result in the greatest linear frontage.

(10) "Copy" means the words, logos, symbols, or message displayed on a sign.

(11) "Dwell time" means the amount of time that text or animated content is required to stay in place on a digital sign.

(12) "Digital or Electronic components" means changeable copy that uses illumination (LED-light emitting diodes, LCD-light crystal display, plasma display, individual light bulbs) to display or project copy.

(13) "Exterior illuminated sign" means a sign illuminated by a light source that is directed toward and shines on the face of a sign.

~~(5) "Community event sign" means a temporary informational sign that pertains exclusively to a specific upcoming event sponsored by a nonprofit organization or by a governmental entity and is removed soon after the event.~~

~~(6) "Construction sign" means a temporary informational sign that identifies the architect, engineers, contractors, suppliers or grant agencies involved in construction project or announces the character of the building and is removed soon after completion of construction.~~

~~(7) "Election sign" means any sign which serves to influence, is intended to influence, or appears to be of the type which is commonly erected to influence, an election or ballot proposition.~~

(148) "Facade sign" means a sign which is attached parallel to and within nine (9) inches of the wall of a building, or vertical face of an awning or parapet which is supported by and confined within the limits of such wall, awning or parapet and which displays only one sign surface. "Facade sign" also includes signs affixed to (within nine (9) inches at one point) or painted on an awning, canopy or roof so long as they do not extend above the primary roofline or more than eight (8) feet from the outside edge of the building. Soft drink dispensing machines will be considered a facade sign if located within nine (9) inches of the building.

(15) "Fade" means a mode of message transition on a digital sign accomplished by varying light intensity or color, where the first message gradually grows faint and disappears.

(16) "Feather, Flutter, Flag, or Blade sign" means a freestanding portable sign that contains a harpoon-style pole or staff driven into the ground for support that resembles a sail or flag made of fabric, or nylon, or a flexible material.

(179) "Flashing sign" means a sign or a portion thereof which changes light intensity or switches on and off in a repetitive pattern at less than one-minute intervals, or uses electrical energy to provide motion or the optical illusion of motion.

~~(184)~~ "Freestanding sign" means a sign which is supported by permanent uprights, pole or braces to the ground and which is not connected to a building.

~~(194)~~ "Grade" means the average elevation of the natural ground surface immediately below the sign before construction, exclusive of any filling, berming, mounding or excavating solely for

the purpose of locating the sign; and provided, that when the elevation of the natural ground surface of a freestanding/monument sign is below the grade of the edge of the adjacent roadway, then the height of a freestanding or monument sign shall be measured from the grade at the outer edge of the roadway nearest the proposed sign location.

(2012) “Grand opening sign” means a temporary sign of no more than thirty (30) days’ duration announcing the new opening of a store or a complete change in ownership or product line sold.

(2113) “Illuminated sign” means any sign illuminated in any manner by an on-site artificial light source. These signs include both exterior-illuminated and backlit signs.

(22) “Illegal sign” means any sign placed without proper approval or permits as required by any applicable zoning or building code and also any sign placed contrary to the terms of time limits of any permit, or out of compliance with any applicable code.

(23) “Legal Nonconforming sign” means any sign in existence within the County on the date of adoption of Ordinance 694 codified in the year 2000 which did not conform to all applicable laws in effect on the date the sign was originally erected. Also, those signs permitted under Ordinance 694 that do not conform to the standards herein.

(24) “Marquee” means a permanent, roof-like canopy with an integral sign that extends from part or all of the building face that may or may not project over a public right-of-way.

(25) “Memorial sign” means a sign memorializing a person, event, or significance related to a site, building, or structure.

(2614) “Monument sign” means a ground-related, freestanding sign which is attached to the ground or to its base on grade by a solid sign structure and which structure extends from the ground or base to the sign face at the same or greater width as the sign face. Banner signs on fences are considered a form of monument sign and are only allowed to be placed temporarily. ~~Signs on fences are considered a form of monument sign.~~

(2715) “Multiple-business complex” means a group of structures housing at least two (2) separate businesses or agencies operating under separate State tax numbers, or a single structure containing more than one business with separating walls and at least one outside or inside access for each business which shares a common lot, access and/or parking facility operating under separate State tax numbers.

~~(16) “Multiple-business complex sign” means a sign that is designated to identify a multiple business complex including directory signs for businesses within the complex.~~

(2817) “Mural” means an outdoor wall painting on a building which consists exclusively of paint applied to the wall or to framework attached within nine (9) inches of the wall and which contains no advertising.

(2918) “Noise” means any intended or unintended sound created by the sign or its installed equipment which exceeds forty (40) decibels as measured from the nearest point adjacent to the property or place of business, whichever is closer.

~~(19) “Nonconforming sign” means any sign in existence within the County on the date of adoption of the ordinance codified in this chapter which does not conform with the provisions of this chapter, but which did conform to all applicable laws in effect on the date the sign was originally erected.~~

(30) “Permanent sign” means a sign attached to a building, structure, or the ground, in a manner that enables the sign to resist environmental loads, such as wind, and precludes ready removal or movement of the sign.

~~(3120)~~ “Portable sign ~~or movable sign~~” means any ~~moveable~~ sign which is not permanently affixed to the ground or a structure or building. This definition includes movable reader boards, outdoor soft drink dispensers located farther than nine (9) inches from a building and sandwich boards that are placed so as to be seen from public right-of-ways.

~~(3224)~~ “Primary roofline” means the roofline under which a majority of the square footage of the business is located.

~~(3322)~~ “Real estate sign” means a temporary sign advertising real estate for sale, rent or lease.

(34) “Rotating signs” means a moving sign that physically revolves about an axis.

(35) “Sidewalk sign” means a moveable sign not secured or attached to the ground or surfaces upon which it is located, supported by its own frame.

~~(3623)~~ “Sign” means any object, device, fixture, placard, banner, structure or portion thereof, including any letters, figures, design, symbol, trademark or device that uses any color, form, graphic, illumination, symbol or writing intended to advertise, announce the purpose of, or identify the purpose of a person or entity, or to attract attention to any message, activity, service, place, subject, person, firm, corporation, public performance, article, machine or merchandise or to communicate information of any kind to the public, and which is visible from any right-of-way open to the public. Lighting that highlights an architectural feature of a building and does not consist of lettering, symbols or graphics shall not be considered a sign.

~~(3724)~~ “Sign area” means the ~~entire~~ face of the sign, including advertising surface, backlit surface, but does not include any framing and any framing, trim or molding, or supporting structure. but does not include the supporting structure. Sign area is measured by multiplying the maximum horizontal width by the maximum vertical width. The surface area of a sign painted on a wall, awning or roof shall be measured by multiplying the maximum width of the copy by the maximum length of the copy. Sign areas may also be calculated by measuring the smallest square, circle, rectangle, triangle or combination thereof that will encompass the extreme limits of the advertising copy, together with any material or color forming an integral part of the background of the display or used to differentiate the sign from the backdrop or structure against which it is placed, including an awning. Supportive framework which contains no written copy or other advertising and is clearly incidental to the display itself shall not be included in sign area calculations; provided, that the sign support structure shall be the minimum necessary to support the sign. For the purpose of this chapter the total sign area of any two (2) faced sign with parallel faces or V-type sign having an interior angle of forty-five (45) degrees or less shall be calculated

as the area of the larger of the two (2) faces or one face if equal in size. All other multiple-faced or paneled signs shall be the total area of all faces or panels combined. [picture]

(3825) "Sign surface" means any surface of a sign upon which there is lettering, logos, symbols, or other advertising.

(3926) "Sign height" means the vertical distance from grade to the highest point of a sign or any projection thereof.

(4027) "Sign structure" means any structure that supports or is capable of supporting any sign as defined in this chapter. A sign structure may be a pole or poles, or may be an integral part of a building. Structures that perform a separate use, such as a telephone booth, bus shelter, recycling or used goods container, etc., shall not be considered a sign structure. Sign structures shall be the minimum necessary to support the sign and shall not depict any product being advertised.

(4128) "Street" means a public or private way open to the general public for the purpose of vehicular traffic, including all classes of roadways and easements.

(4229) "Temporary sign" means a nonpermanent sign intended for use for a short period of time, which includes election signs, construction signs, real estate signs, grand opening signs, community event signs and residential yard sale signs.

(4330) "Under common ownership" describes a situation where one person, corporation, legal entity or related legal entities owns contiguous properties occupied by closely related businesses in which case these businesses will be considered to be one business, operating on one property for the purpose of applying this chapter (i.e., a car dealership may cover multiple contiguous parcels and have several related businesses on these parcels but shall be considered to be "under common ownership" for the purpose of interpreting the provisions of this chapter).

(4434) "Vehicular signs" are signs affixed or painted on work vehicles, tractor-trailers, busses, vans or other vehicles.

(45) "Window sign" is any sign viewable through and/or affixed in any manner to a window or exterior glass that is intended to be viewable from the exterior. These signs count toward the square footage of façade signs.

33.57.060030 Exempt signs.

The following types of signs shall be exempt from the standards established within this code and from the permitting certificate of compliance requirements of this chapter; provided, that the any standards in this section are met:

(1) Official notices authorized by a court, public body or public safety official, provided they are removed within seven (7) days after conclusion of the subject of notification;

(2) Directional, warning or information signs authorized by federal, State or municipal governments or signs required by law not exceeding 200 square feet of sign area and twenty (20) feet in height. Directional signs located within State or County right-of-way shall be

administered by State standards for directional signs and, if within Clallam County right-of-way, shall be administered by the Motorist Informational Sign Ordinance, Chapter 9.21 CCC;

(3) Memorial plaques, building identification signs and building cornerstones which are cut or carved into a masonry surface or when made of noncombustible material and made an integral part of the building or structure. Plaques, tablets, or inscriptions indicating the name of a building, its date of erection, or other commemorative information, which are an integral part of the building structure or are attached flat to the face of the building, and which are not illuminated, except incidentally from light sources used for other purposes;

(4) Sculptures, murals, landscape features, fountains, mosaics, religious symbols, and design features which do not incorporate advertising or identification;

(5) The flag of a **recognized** government or noncommercial institution such as a school;

(6) Traffic or pedestrian control signs or signals, or signs indicating scenic or historic points of interest which are erected by, or on the order of, a public officer in the performance of his/her public duty;

(7) Exterior signs or displays not visible from streets or ways open to the public;

(8) "No trespassing," "no dumping," "no parking," "private," and other informational warning signs which shall not exceed four (4) square feet in surface area and eight (8) feet maximum height above grade;

(9) Commercial or residential address signs with lettering not exceeding twelve (12) inches in height and newspaper boxes located within ten (10) feet of an existing commercial/industrial building; and

(10) Election signs no greater than thirty-two (32) square feet in area and five (5) feet in height above grade. Signs erected in anticipation of an election (for the purpose of advertising a candidate or proposal) shall be no greater than thirty-two (32) square feet in area and five (5) feet in height above grade and shall be compliant with WAC 468-66-050 regarding removal;

(11) Replacement of legal non-conforming signs if not changed in height, shape, size, lighting/illumination and does not affect the structure of the sign;

(12) Painting, cleaning, refacing, or replacement of defective parts.

(13) Signs at a construction site, no more than three signs and no greater than 32 square feet each, that may identify the architect, engineers, contractors, supplies or grant agencies involved in the construction project or announces the character of the building. Signs not permitted shall be removed fourteen days after construction is complete;

(14) Signs advertising real estate for sale, rent, or lease, no greater than thirty-two (32) square feet, and removed after the real estate transaction is complete.

(15) Grand opening or closing displays, such as temporary banners, flags, or balloons, are allowed to remain for a period of fourteen days from set up of the display, to announce the opening of a completely new business, new management, or closing of the business.

(16) Banner signs displayed for 3 months as a temporary monument sign used by businesses within commercial zones. Banner signs shall not be used as permanent monument signs. Banner signs affixed to a wall shall be required to be permitted as façade signs.

(17) Portable signs used to provide traffic and directional information during events or for agricultural businesses that do not block safety sight lines of motorists pulling into or out from a business or within safety sight triangles on corner lots, and are removed immediately upon conclusion of the event or the end of the harvest season.

33.57.0470 Prohibited signs.

The following signs or displays are prohibited, except as otherwise specifically allowed within this chapter and subject to enforcement action and/or removal by the County. Prohibited signs are subject to removal by the County at the owner's or user's expense.

(1) Signs which, by reason of their size, location, movement, content, coloring or manner of illumination may be confused with or construed as a traffic control sign, signal, or device, or the light of an emergency or radio equipment vehicle; or which obstruct the visibility of any street sign or signal device;

(2) Signs erected, altered or relocated without a permit issued by the County or any other governmental agency that requires a permit under law;

(32) Signs identifying activities, products, businesses or services which have been discontinued for more than six (6) months on the premises upon which the signs are located;

(43) Private signs on public utility poles;

(5) Any sign that interferes with safe sight distances (determined by the County Road Department) at an intersection or causes an intersection to be illuminated.

(64) Portable signs, except if placed as an exempt sign as listed in section 33.57.030, but that shall not due to fact that they are often placed where they block safety sight lines of motorists pulling into or out from a business or within safety sight triangles on corner lots;

(5) Signs erected, altered or relocated without a permit issued by the County or any other governmental agency that requires a permit under law;

(76) Signs that rotate or have a part or parts that move or revolve shall not be permitted in any zone except for the face of a clock less than six (6) square feet in size;

(87) Signs or advertising displays consisting of clusters of posters, banners not affixed to a building wall;

(9) Banner signs that do not meet the exemption listed under 33.57.030;

(10) Pennants, ribbons, streamers, strings of lights other than holiday lights used exclusively for decorative purposes, spinners, twirlers or propellers, flashing signs, rotating or blinking lights, chasing or oscillating lights, light projections on other natural or manmade surfaces, television type video, flares, balloons, inflatable signs, bubble machines and similar devices of carnival nature, or containing elements creating sound greater than 40 decibels as measured from the nearest adjacent property or business boundary shall not be permitted in any zone;

(11) Parking of vehicles with the sole intent to remain stationary for more than three days for purposes of using the signage in or on the vehicle as advertising. Parking of registered vehicles on property with a company message is not considered intentionally advertising;

(128) Signs within the public right-of-way unless erected by Clallam County or the State of Washington. These signs are subject to removal by the Clallam County Road Department.

33.57.0530 Certificate of compliance Permitting.

No sign may be erected, relocated, constructed, or altered within the areas of the County under Clallam County jurisdiction without a permit obtained from the Clallam County Department of Community Development. A certificate of compliance for a sign is used to track sign installations for record keeping and to ensure all signs erected after passage of this chapter are in conformance with the chapter. No sign may be erected within the areas of the County under Clallam County jurisdiction without a certificate of compliance obtained from the Clallam County Department of Community Development unless it is a temporary sign or specifically an exempt under this codesign (CCC 33.57.0380). Painting, cleaning, refacing, or replacement of defective parts may be completed without a permit; however, replacement of the sign structure will need to be reviewed by the building department to determine if a building permit is required in accordance with the International Building Code. No noneconforming sign maintenance, except exchanging the area of existing advertising copy for a business not changing land use category or repainting to freshen faded or damaged advertising copy shown on the face of the sign for a business not changing land use category or changing lighting tubes/bulbs with bulbs of the same or lesser intensity, is allowed without a certificate of compliance.

The application for permitting a sign shall include drawings and details of the proposed sign, associated support structure and method of attachment, drawing of all exterior lighting (if any), a site plan with location of all proposed and existing signs, and dimensions of all existing signs.

33.57.0640 Commercial and Industrial sign standards.

The following standards shall apply to signs placed on property zoned commercial or industrial: There are only four (4) basic types of signs that are used by business and industry. Those four (4) types include signs that are attached to the building (facade), signs that are set apart from the building (freestanding/monument), vehicular signs and temporary signs that are needed when certain conditions are met. Any sign that cannot be configured to qualify as one of these four (4) sign types and is not an exempt sign is prohibited in all zones. The time, place, number and manner regulations of these four (4) types of signs is as follows:

~~(1) The total area of signage attached to any face of the building(s) in one or more facade signs shall not exceed the square footage limit for a facade signage of one square foot of sign area for each linear foot of building frontage facing a single public or private road. No facade sign may extend above the primary roofline or project more than eight (8) feet from the roofline edge of the building. For multiple business complexes each business within a plaza may have one facade sign attached to the commercial structure that is limited to one square foot of sign area per linear foot of each businesses building frontage.~~

(12) Freestanding sign, including monument signs, shall meet the following standards:

a. Shall be designed so they appear firmly anchored to the ground with a base width at least forty percent of the total sign width. [picture]

b. Integrates a top, middle, and base element.

c. One sign permitted for each business not part of a multiple-business complex. A freestanding sign or monument sign within a commercial or industrial zone shall be limited to one sign for each area of land under common ownership that is not the site of a multiple-business complex.

d. Shall be designed as an integrated architectural feature of the site and include durable high-quality materials that complement the design of on-site buildings.

e. Located outside of the public right-of-way.

f. Shall include one square foot of decorative landscaped area around the base of the sign per one square foot of sign area. Landscaping shall include ground cover and/or non-invasive shrubs, and encourage the use of native, drought-tolerant plantings.

g. ~~This one sign (either freestanding or monument) shall not exceed thirty-two (32) square feet of sign area and shall not exceed ten (10) feet in height above grade., except f~~ For multiple-business complexes advertising multiple businesses.

h. Multiple-business complex signs shall be limited to ~~one~~ one freestanding sign ~~or one monument sign may be used to advertise the plaza or complex name and the businesses within the complex. This sign shall be limited to one sign not exceeding the signage area limit of 100 square feet and whose height shall not exceed ten (10) feet in height above grade shall be used to advertise the complex name and the businesses within the complex. The business complex name shall be distinct from the names of the tenants, and can be included on a distinctive sign cap. The sign may not be used entirely for only one tenant, unless it is limited to 32 square feet. Individual tenants in a multiple-business complex may not erect individual freestanding signs.~~

i. Sign copy shall not exceed ten (10) feet in height above grade and the structure shall be a maximum fifteen (15) feet above grade.

j. Sign may be internally or externally illuminated and shall have a steady, stationary, fully shielded light source with a brightness of no greater than 0.3 foot candles at the property line.

k. Illumination of a business's fleet or outside inventory shall be considered advertising and shall not exceed brightness of no greater than 0.3 foot candle at the property line.

(2) Façade sign(s) shall meet the following standards:

a. The total area of signage attached to any face of the building(s) shall not exceed a total of one square foot of sign area for each linear foot of the building frontage facing a single public or private road. Banner signs affixed to a wall count toward the total square footage for façade signs. For multiple-business complexes each business within a plaza may have one façade sign attached to the commercial structure, limited to one square foot of sign area per linear foot of each businesses building frontage.

b. Shall not extend above the building parapet soffit, eave line, or primary roofline of the building.

c. The sign frame shall be concealed or integrated into the building's architectural character in terms of form, color, and materials.

d. Marquee, awning, and window signs will be considered as façade signs.

e. Shall be placed a minimum of eight feet above a sidewalk or walkway.

f. Sign may be internally or externally illuminated and shall have a steady, stationary, fully shielded light source with a brightness of no greater than 0.3 foot candles.

~~(3) Vehicular signage visible from a State scenic and recreational highway shall be limited to thirty-two (32) square feet and vehicular signage shall be set back from the lot line or right of public use line that fronts on the State scenic and recreational highway a minimum of fifty (50) feet. Firm identification signage and other signage at the minimum sizes required by State or federal law on commercial/industrial vehicles shall not be calculated as part of the thirty-two (32) square foot signage limitation. Work vehicles making a delivery or making a service call away from the home base of the business are not subject to this provision, as the purpose of this provision is to prevent vehicular signs from being used as a form of long-term freestanding sign. Likewise, local franchise holders for national moving van companies are not subject to the square footage limitation of this provision, as the local franchise holder has no control over the size of signage on the vehicles.~~

~~(4) When the conditions for a temporary sign are met, one temporary sign may also be allowed on a commercial/industrial property. Conditions present to qualify for a temporary sign would include the sale of property/business, a grand opening, construction of a business, and when advertising a community event. Such signage is limited to one unlit thirty-two (32) square foot sign that shall not exceed five (5) feet in height above grade.~~

~~(5) Externally illuminated signs shall not exceed background area average illumination levels when measured five (5) feet beyond any vertical surface of the sign; lighting fixtures shall be carefully located, aimed and shielded so that light is only directed on to the sign surface with a light source that is not directly visible from the adjacent roadway. Internally illuminated signs using 800 milliamp ballasts shall not have lamps spaced closer than twelve (12) inches apart or if using 425 milliamp ballast shall not be closer than six (6) inches apart.~~

(3) Digital and Electronic components may be used within the design of the sign and shall meet the following standards:

(a) Only one sign on the property may contain digital messaging;

(b) All digital/electronic signs shall be equipped with automatic dimming capabilities;

(c) The brightness of the sign shall be no greater than 0.3 foot candles above ambient light (includes day and night);

(c) Messages shall remain static for a minimum 10 seconds and shall change instantaneously, avoiding startling flashes of light, and shall transition without animation.

~~(6) Commercial/Industrial zoning includes the following zoning districts~~

Zone Name	Zoning Symbol
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Light Industrial	LI
Industrial	M
Commercial	GC
Tourist Commercial	TC
Western Region Rural Center	WRC
Urban Center	UC
Urban Regional Commercial	URC
Urban Neighborhood Commercial	UNC
Rural Center	CEN
Rural Limited Commercial	RLC
Rural Neighborhood Commercial	RNC

Zone Name**Zoning Symbol**~~Carlsborg Commercial~~~~CC~~~~Rural Village~~~~RV~~~~Rural Commercial~~~~RC~~~~Sequim General Retail District~~~~S(GC)~~~~Sequim Light Manufacturing~~~~S(LM)~~~~Sequim Bypass Commercial~~~~S(BC)~~~~Sequim Neighborhood Commercial~~~~S(NC)~~**33.57.0750 Residential/Resource zoning district sign standards.**

The following standards apply to signs placed on property zoned residential or resource:

~~There are only four (4) basic types of signs that are used in residential/resource zones. Those four (4) types include signs that are attached to the building (facade), signs that are set apart from the building (freestanding/monument), vehicular signs and temporary signs that are needed when certain conditions are met. Any sign that cannot be configured to qualify as one of these four (4) sign types and is not an exempt sign is prohibited in all zones. The time, place, number and manner regulations of these four types of signs is as follows:~~

~~(1) Freestanding, monument and facade signage in Residential/Resource zoning districts, regardless of use, is limited to one unlit freestanding or facade sign;~~

~~(2) Sign shall contain no electronic or digital components or be illuminated;~~

~~(3) Sign shall be no more than one type with a maximum of six (6) square feet of signage; on residentially zoned property and no more than and provided, that within a Commercial Forest zoning district (CF) the maximum sign size is twenty (20) square feet of signage; on resource zoned property;~~

~~(4) Freestanding sign If the one sign allowed is a freestanding sign or monument sign, it shall not exceed five (5) feet in height above grade and no facade sign may extend above the primary roofline. shall be unlit.~~

~~(3) Vehicular signage visible from a County road or State scenic and recreational highway shall be limited to a total of thirty two (32) square feet and vehicular signage shall be set back from the lot line or public right of use line that fronts on the State scenic and recreational highway a~~

minimum of 100 feet. On parcels that predate the effective date of this chapter that cannot meet the 100-foot vehicular sign setback due to lack of lot depth, vehicular signs can be parked within twenty (20) feet of the lot line farthest from the scenic and recreational highway. Firm identification signage and other signage at the minimum sizes required by State or federal law on commercial/industrial vehicles shall not be calculated as part of the thirty-two (32) square foot signage limitation. Work vehicles making a delivery or making a service call away from the home base of the business are not subject to this provision, as the purpose of this provision is to prevent vehicular signs from being used as a form of long-term freestanding signs.

(4) When the conditions for a temporary sign are met, one temporary sign may also be allowed on a Residential/Resource property. Conditions present to qualify for a temporary sign would include property/home sale and when advertising a community event. Such signage is limited to one unlit six (6) square foot sign for a property/home sale, construction sign and community event and shall not exceed five (5) feet in height above grade.

(5) Residential/Resource Zoning includes the following zoning districts

Zone Name	Zoning Symbol
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Urban Moderate Density	MD
Urban Very Low/Urban Low Density	VLD/LD
Urban Low Density	LD
Urban Very Low Density	VLD
Urban Residential Low	URL
Urban Residential High	URH
Rural Low Mixed	RLM
Rural Character Conservation 3	RCC3
Rural Character Conservation 5	RCC5
Quillayute Residential	QR
Western Regional Rural	RW4
Rural	R4
Rural Suburban Community	RSC

Zone Name**Zoning Symbol**~~Western Regional Rural Moderate~~~~RW2~~~~Rural Moderate~~~~R2~~~~Western Regional Rural Low~~~~RW5~~~~Rural Low~~~~R5~~~~Rural Very Low~~~~R20~~~~Commercial Forest/Mixed Use-5~~~~CFM5~~~~Commercial Forest/Mixed Use-20~~~~CFM20~~~~Commercial Forest~~~~CF~~~~Agricultural Retention~~~~AR~~~~Public Land~~~~P~~~~Airport Overlay District~~~~AO~~~~Open Space Overlay/Open Space Corridors~~~~OS~~~~Sequim Urban Residential—I~~~~S(R-I)~~~~Sequim Urban Residential—II~~~~S(R-II)~~~~Sequim Urban Residential—III~~~~S(R-III)~~~~Sequim Urban Residential—IV~~~~S(R-IV)~~~~Sequim Mixed Use~~~~S(MU)~~**~~33.57.060 Exempt signs.~~**

~~The following types of signs shall be exempt from the standards established within this code and from the certificate of compliance requirements of this chapter; provided, that any standards in this section are met:~~

~~(1) Official notices authorized by a court, public body or public safety official, provided they are removed within seven (7) days after conclusion of the subject of notification;~~

~~(2) Directional, warning or information signs authorized by federal, State or municipal governments or signs required by law not exceeding 200 square feet of sign area and twenty (20) feet in height. Directional signs located within State or County right-of-way shall be administered by State standards for directional signs and, if within Clallam County right-of-way, shall be administered by the Motorist Informational Sign Ordinance, Chapter 9.21 CCC;~~

~~(3) Memorial plaques, building identification signs and building cornerstones which are cut or carved into a masonry surface or when made of noncombustible material and made an integral part of the building or structure. Plaques, tablets, or inscriptions indicating the name of a building, its date of erection, or other commemorative information, which are an integral part of the building structure or are attached flat to the face of the building, and which are not illuminated, except incidentally from light sources used for other purposes;~~

~~(4) Sculptures, murals, landscape features, fountains, mosaics, religious symbols, and design features which do not incorporate advertising or identification;~~

~~(5) The flag of a government or noncommercial institution such as a school;~~

~~(6) Traffic or pedestrian control signs or signals, or signs indicating scenic or historic points of interest which are erected by, or on the order of, a public officer in the performance of his/her public duty;~~

~~(7) Exterior signs or displays not visible from streets or ways open to the public;~~

~~(8) "No trespassing," "no dumping," "no parking," "private," and other informational warning signs which shall not exceed four (4) square feet in surface area and eight (8) feet maximum height above grade;~~

~~(9) Commercial or residential address signs with lettering not exceeding twelve (12) inches in height and newspaper boxes located within ten (10) feet of an existing commercial/industrial building; and~~

~~(10) Election signs no greater than thirty-two (32) square feet in area and five (5) feet in height above grade.~~

~~33.57.070 Prohibited signs.~~

~~The following signs or displays are prohibited, except as otherwise specifically allowed within this chapter. Prohibited signs are subject to removal by the County at the owner's or user's expense.~~

~~(1) Signs which, by reason of their size, location, movement, content, coloring or manner of illumination may be confused with or construed as a traffic control sign, signal, or device, or the light of an emergency or radio equipment vehicle; or which obstruct the visibility of any street sign or signal device;~~

~~(2) Signs identifying activities, products, businesses or services which have been discontinued for more than six (6) months on the premises upon which the signs are located;~~

~~(3) Private signs on public utility poles;~~

~~(4) Portable signs, due to fact that they are often placed where they block safety sight lines of motorists pulling into or out from a business or within safety sight triangles on corner lots;~~

~~(5) Signs erected, altered or relocated without a permit issued by the County or any other governmental agency that requires a permit under law;~~

~~(6) Signs that rotate or have a part or parts that move or revolve shall not be permitted in any zone except for the face of a clock less than six (6) square feet in size;~~

~~(7) Signs or advertising displays consisting of clusters of posters, banners not affixed to a building wall, pennants, ribbons, streamers, strings of lights other than holiday lights used exclusively for decorative purposes, spinners, twirlers or propellers, flashing signs, rotating or blinking lights, chasing or oscillating lights, light projections on other natural or manmade surfaces, television type video, flares, balloons, inflatable signs, bubble machines and similar devices of carnival nature, or containing elements creating sound greater than 40 decibels as measured from the nearest adjacent property or business boundary shall not be permitted in any zone;~~

~~(8) Signs within the public right-of-way unless erected by Clallam County or the State of Washington.~~

33.57.080 Legal nNonconforming signs.

It is the intent of this section to ensure that nonconforming signs are brought into compliance with standards with the standards of this code. ~~of exceptional size and height are reduced in size and height in accord with this section and to ensure that nonconforming signs are retrofitted into conforming signs as expeditiously and fairly as possible while avoiding any unreasonable invasion of established property rights.~~ The following standards apply to nonconforming signs:

~~(1) Residential/Resource Zones:~~

~~(1) A nonconforming sign shall not be altered in height, shape, size, lighting/illumination, or affect the base or support without conforming with the provision of this chapter. No off-premise sign shall add electronic components to a sign.~~

~~(2) A nonconforming sign may be maintained as long as the nonconformity of the sign is not increased.~~

~~(3) Properties with nonconforming signage shall only be allowed new or replacement signage requiring a permit after an equivalent number of nonconforming signs on the property are brought into conformance with standards of this chapter.~~

~~(a) Existing, legally erected, nonconforming freestanding signs greater than 128 square feet in area and/or taller than fifteen (15) feet shall be reduced to this standard (128 square feet in area/fifteen (15) feet in height).~~

~~(b) A property whose commercial use predates the existence of a zoning code in Clallam County shall be able to retain one existing, legally erected, nonconforming freestanding sign between thirty-two (32) square feet and 100 square feet in area and fifteen (15) feet in height but any sign larger than this standard shall be reduced to this standard. All existing, legally erected, nonconforming facade signage may be retained but shall not be enlarged in area or changed in location.~~

~~(c) All existing, legally erected, nonconforming, freestanding signs not covered in subsections (1)(a) or (1)(b) of this section which are greater than twenty (20) square feet in area and/or taller than five (5) feet shall be reduced to this standard.~~

~~(2) Commercial/Industrial Zones:~~

~~(a) Existing, legally erected, nonconforming, freestanding signs greater than 128 square feet in area and/or taller than fifteen (15) feet shall be reduced to this standard (128 square feet in area/fifteen (15) feet in height).~~

~~(b) A property with one or more existing, legally erected, nonconforming, freestanding sign(s) larger than 128 square feet covered by subsection (2)(a) of this section, that also has a secondary sign larger than thirty-two (32) square feet but smaller than 128 square feet may retain such secondary, existing nonconforming, freestanding sign; provided, that if it is greater than sixty-four (64) square feet in size and fifteen (15) feet in height then it must be reduced to this standard.~~

~~(c) A property with no existing, legally erected, nonconforming, freestanding sign(s) larger than 128 square feet may retain one existing, legally erected, nonconforming freestanding sign between thirty-two (32) square feet and 100 square feet in size and fifteen (15) feet in height but any sign larger than this standard shall be reduced to this standard if a single sign or the standards below if more than one sign exceeds this standard.~~

~~(d) All existing nonconforming, freestanding signs not covered in subsections (2)(a), (2)(b) or (2)(c) of this section shall be reduced to the new sign standard of thirty-two (32) square feet in area and ten (10) feet in height.~~

~~(e) All existing, legally erected, nonconforming facade signage erected prior to the passage of the 1993 sign code may be retained but shall not be enlarged in area or changed in location.~~

~~(3) Clallam County passed a comprehensive sign code in 1993. Since the 1993 sign code did not require nonconforming signs to come into compliance, all owners of legally erected, nonconforming signs have already had at least seven (7) years to amortize their signs. Nonconforming signs which must be brought into conformance with the area and/or height standards of this chapter may elect to do so after an amortization period that begins either, on the date of the original sign building permit and runs for a term of one year for every \$1,000 of project value claimed on the original sign building permit, or alternatively, two (2) years from the effective date of this chapter whichever is greater.~~

~~(4) Any sign which was nonconforming under the sign code adopted in 1993 (formerly Chapter 9.26 CCC) or under this code that has been enlarged shall be subject to conformance with the standards of this code without the amortization periods provided in subsection (3) of this section for legally established nonconforming signs after the notice specified in this title is provided to the owner. If the enlarged portions of the sign are not removed within the period specified in the notice, the entire sign becomes a prohibited sign subject to immediate conformance with the area and height requirements of this code.~~

~~(5) Any sign erected after the passage of the 1993 sign code (formerly Chapter 9.26 CCC) that was a prohibited sign under the 1993 sign code shall be subject to removal by the County after the notice specified in this title is provided to the owner.~~

~~(6) Properties with nonconforming signage shall only be allowed to erect new or replacement signage requiring a certificate of compliance after bringing an equivalent number of nonconforming signs on the property into conformance with the standards of this chapter.~~

~~(7) A change in commercial or industrial land use as determined from review of land uses listed for each zone or change in a conditional use or a change of use under Section 3405 of the Uniform Building Code shall require all signage to come into conformance with the new sign standards of this chapter.~~

~~(8) Nonconforming signs which have had the entire sign face area taken down to the ground as a result of natural disaster or which are removed as a result of loss of lease or are removed as a result of a construction project shall not be re-erected without bringing them into conformance with this chapter. No work on an undamaged, existing nonconforming sign that brings such sign into greater conformance with this code shall be considered to be a sign removal requiring conformance with the standards for new signage.~~

~~(9) A sign or sign structure removed by the County shall be held not less than thirty (30) days after notice to the owner by the County during which period it may be recovered by the owner upon paying the County for cost of removal and storage, and upon payment of any imposed fine. If not recovered within the thirty (30) day period, the sign or sign structure is hereby declared abandoned and title thereto shall be vested in the County for disposal in any manner permitted by law.~~

~~(10) All existing illuminated signs, other than facade signs, located in Rural Commercial, Rural Limited Commercial and Rural Neighborhood Commercial zoning districts and which:~~

~~(a) Are within 600 feet of the outer boundary of a designated scenic and recreational highway; and~~

~~(b) Do not advertise a business that is open during the entire time the sign is illuminated, shall be allowed a five (5) year amortization period after which lighting to these signs must be set by timer to be off when the business closes in order to further the goal in CCC 33.57.010(1)(c).~~

~~(11) To encourage the retrofit of nonconforming signs to the standards of this chapter, Clallam County establishes an incentive program to assist owners of such signs. The County will make~~

~~available, on a competitive basis, the total sum of \$30,000 for a program to assist the owners of nonconforming signs to replace or retrofit such signs into a sign that meets the standards of this code. The \$30,000 County funding set aside for this program may also be used as a match to scenic byway grant funding available to remove outdoor advertising signs.~~

33.57.090 Signage visible from a scenic highway.

A permit or other written approval is required from the Washington State Department of Transportation prior to review of certain types of sign permits by Clallam County for those areas within 600 feet of a designated scenic and recreational highway to show conformance with the Scenic Vistas Act and the Highway Advertising Control Act (Chapter [468-66](#) WAC).

33.57.100 Variances.

~~Applications for a variance from the standards established by this code shall be processed as Type III permits as set forth in Chapter [26.10](#) CCC and the review criteria outlined in Chapter [33.30](#) CCC, Variances. Variances shall not be permitted for modification to the number of signs and sign types specified in this chapter. Sign size variances shall not exceed 10 percent of the standard required unless it can be demonstrated that the sign qualifies as a community landmark sign and must show that the increase is required to allow the sign owner to purchase a standardized sign required by a national manufacturer who does not offer signs in a conforming size. A sign size (area) variance of less than 10 percent in area that meets the preceding criteria shall be processed as a Type II administrative variance as set forth in Chapter [26.10](#) CCC. Sign height variances over the 10 percent limit are available to those business owners that can demonstrate that their nonconforming sign qualifies as a community landmark sign. A community landmark sign must predate the effective date of this code by at least 20 years, have advertised the same business under the same name for all of that time, have become an important cultural landmark to County residents and would be difficult to retrofit to the nonconforming sign standard without destroying the unique character of the sign.~~

33.57.1010 Review of Administrator's action (appeals).

Any person aggrieved by the granting, denying or rescinding or enforcement of a decision of the Administrator made under this chapter may seek review from the Hearing Examiner in accordance with Chapters [33.33](#) and [26.10](#) CCC. The request must be in writing setting forth the basis of the appeal and must be accompanied by the appropriate fees outlined in Chapter [5.100](#) CCC.

33.57.110 Enforcement

The provisions of this title are subject to enforcement and penalty provisions contained in CCC Title 20, Code Compliance, except to the extent preempted by State or Federal law, and except to the extent preempted by any contrary enforcement and penalty provisions contained in this title.

Upon identification of a noncomplying or abandoned sign by the Department of Community Development, a notice of violation will be sent to the violator and landowner (if different)

requiring correction action within 90-days. Failure to correct the violation on or before a specified date, which shall be 90 days after mailing of the notice of violation, will result in the accrual of fines. If the violation identified in the notice of violation have not been corrected by the specified date, a certified letter will be sent informing the violator and/or landowner that fines shall accrue at a rate of \$100 per day on residential property and \$250 per day on commercial/industrial property until the violations are corrected.

33.57.120 Severability.

If any provision of this chapter or its application to any person or circumstance is held invalid, the remainder of this chapter or the application to other persons or circumstances shall not be affected.



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JAN 30 2023

AGENDA ITEM SUMMARY

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

Department: BOCC

WORK SESSION ☒ **Meeting Date: 1/30/23**

REGULAR AGENDA ☒ **Meeting Date: 2/7/23**

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 Legislation related to Manufactured/Mobile Home Parks:
Review a draft letter from the BOCC in support of four Bills moving through the Legislature this session that relate to protections for people who live in manufactured/mobile home parks. HB 1388: Protects tenants by prohibiting predatory residential rent practices.
HB 1389: Relates to residential rent increases under the residential landlord-tenant act and the manufactured/mobile home landlord-tenant act.
HB 1129: Relates to the sale or lease of manufactured/mobile home communities and the property on which they sit.
HB 1124: Relates to protecting tenants from excessive rent and related fees.

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?)
Review and approve letter.

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: 2-25-23

- * 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)

Legislative Letter of Support 2-7-23
Revised: 3-04-2019



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

Board of Clallam County Commissioners

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

RICH SILL, County Administrator

January 31, 2023

House Housing Committee
Rep. Peterson, Chair
324 John L O'Brian Building
504 15th Ave SW
Olympia, WA 98501

Re: House Bills 1124, 1129, 1388, and 1389

Dear Chair Peterson and Housing Committee Members,

We write today in support of four separate-but-related Bills being considered by the Housing Committee this year: HB 1124, HB 1129, HB 1388 and HB 1389. Each of these Bills defines strategies to better protect residents of manufactured/mobile home parks from extreme rent increases and other predatory practices that force vulnerable residents – often senior citizens – out of their homes, with no where else to turn.

Clallam County has one of the most significant populations of retired people per capita in the state. Many of these folks reside in manufactured home park communities in order to be responsible and frugal. With the rapidly escalating cost of stick-built housing, manufactured homes are increasingly the only option available to people living on fixed incomes.

Residents of our county have been experiencing significant, rapid and unusual escalation of the fees being charged to rent the land on which their manufactured homes reside. One such "park" in the Forks area more than doubled their lot rental fees last year, displacing most every resident in the park – but making the park itself a more attractive investment opportunity. This year we have heard from residents of other manufactured home parks speaking of increases of more than 25% from last year to this; at one park this equates to an additional \$90 per month. The sad reality is that these kinds of increases push some of our most vulnerable seniors to make choices between rent and food, or rent and medicine; others will be pushed into homelessness.

Please consider supporting these common-sense Bills, all of which would build predictability and strengthen protections against predatory practices that favor investors over residents. We encourage you to keep in mind the dignity and security that these amazing senior citizens have earned, and are at risk of losing, when deliberating these Bills. It would mean a great deal to many of our constituents – and to our community as a whole – to know that the Legislature is taking steps to address these very real and very reasonable concerns.

Sincerely,

BOARD OF CLALLAM COUNTY COMMISSIONERS

Mark Ozias, Chair

Randy Johnson

Mike French

CC: Representative Emily Alvarado, Vice Chair
Representative Mari Leavitt, Vice Chair
Representative Mark Klicker, Ranking Minority Member
Representative April Connors, Assistant Ranking Minority Member
Representative Andrew Barkis
Representative Jessica Bateman
Representative Frank Chopp
Representative Debra Entenman
Representative Spender Hutchins
Representative Sam Low
Representative Julia Reed
Representative Jamila Taylor



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AGENDA ITEM SUMMARY JAN 30 2023

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

Department: BOCC

WORK SESSION ☒ **Meeting Date: 1/30/2023**

REGULAR AGENDA ☐ **Meeting Date:**

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

Item summary:

- | | |
|---|--|
| ☐ Call for Hearing | ☒ Contract/Agreement/MOU - Contract # 291.23.002 |
| ☐ Resolution | ☐ Proclamation ☐ Budget Item |
| ☐ Draft Ordinance | ☐ Final Ordinance ☐ Other |

Documents exempt from public disclosure attached: ☐

Executive summary:

Discussion regarding updates to the language in our 2023 Memorandum of Agreement between Clallam County and the Clallam Conservation District. This contract provides for renewable resource conservation planning and implementation in the amount of \$125,000.

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?** ☐

Funding for this contract is included in the 2023 Budget.

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

Discussion regarding updates to the language in the contract.

County Official signature & print name: Debi Cook

A handwritten signature in green ink that reads "Debi Cook".

Name of Employee/Stakeholder attending meeting: Mark Ozias, Randy Johnson

Relevant Departments: BOCC

Date submitted: 1/23/2023

* 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)

MEMORANDUM OF AGREEMENT
Between
CLALLAM COUNTY
and
CLALLAM CONSERVATION DISTRICT

This Memorandum of Agreement is between Clallam County (herein referred to as "the County"), and the Clallam Conservation District (herein referred to as "District"), for the purpose of providing operational funds to the District to implement ongoing renewable resource conservation activities in Clallam County in order to support and enhance the environmental and economic sustainability of the county and its citizens. It is mutually agreed that:

The County's Responsibilities:

The County shall provide to the District \$125,000 for the calendar year 2023. This funding is for the purpose of implementing the District's program for renewable resource conservation as outlined in the Clallam Conservation District's 2023 plan and budget. It is contemplated that an equal amount of funding will be provided yearly for the years 2022 through 2024 providing the Conservation District's next five year plan meets similar goals and objectives.

The District's Responsibilities:

The District shall use the County funds to supplement grant funding in order to implement its renewable resource conservation programs, including:

- Preparing, assisting with, and supporting grant proposals and outreach efforts for priority projects including, but not limited to:
 1. The Dungeness Off-Channel Reservoir.
 2. Aquifer recharge.
 3. Support the conservation of farmland through easements, purchase of development rights and other alternative means.
 4. Provide financial assistance to home owners with failing septic systems.
 5. Maintain successful programs such as sustainable landscaping, native plant sales and irrigation efficiency grants.
- District administrative functions and expenses, including basic overhead expenses, such as office rent, utilities, insurance, audits, and state association dues.
- Board member and staff training and participation in state and regional conservation district programs.
- Preparing grant proposals, and when necessary, contributing required matching funds.

The District shall submit an annual progress report and give an annual presentation to the Board of Commissioners in August of each year. The report and presentation shall provide an accounting of the use of County funds and accomplishments during the previous year.

This agreement will cover the period from January 1, 2023 through December 31, 2023.

AGREED this _____ day of _____, 2023

CLALLAM CONSERVATION DISTRICT

CLALLAM COUNTY BOARD OF COMMISSIONERS

Christy Cox, Chair

Mark Ozias, Chair

ATTEST:

Approved as to form:

Loni Gores
Clerk of the Board

Elizabeth Stanley
Prosecuting Attorney



AGENDA ITEM SUMMARY

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

14
JAN 30 2023

Department: BOCC/Finance

WORK SESSION ☒ **Meeting Date:** 1/30/2023

REGULAR AGENDA ☒ **Meeting Date:** 2/07/2023

Required Originals Approved and Attached? ☒

Will Be Provided On:

Item Summary:*

☐ Call for Hearing

☐ Resolution

☐ Draft Ordinance

☒ Contract/Agreement/MOU**

☐ Proclamation

☐ Final Ordinance

Contract # 19925.22.002-1

☐ Budget Item

☐ Other

Documents exempt from public disclosure attached: ☐

Executive Summary:

Amendment to the Personal Services Agreement with the Port Angeles Baseball for their Volunteer Field Turf Project. The contract is extended to 12/31/2023.

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?** ☐

No additional impact to the budget.

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

Please review and sign.

County Official signature & print name: Debi Cook

A handwritten signature in dark ink, appearing to read "Debi Cook", written over a horizontal line.

Name of Employee/Stakeholder attending meeting: Randy Johnson

Relevant Departments: BOCC, Finance

Date Submitted: 1/23/2023

* 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)



PERSONAL SERVICES AGREEMENT AMENDMENT 1

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

Name: Port Angeles Baseball
Address: PO Box 2013
Port Angeles, WA 98362
Phone No: 360.461.2191

(hereinafter called "Contractor") and changes the following attachments to the agreement entered into on month, day, year.

This Amendment is comprised of:

☒ Extension of the termination date to 12/31/2023

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

The term of this Amendment shall commence on the first day of January 2022 and shall, unless terminated as provided elsewhere in the Agreement, end on the thirty-first day of December 2023.

IN WITNESS WHEREOF, the parties have executed this Agreement on this 23rd day of January 2023.

CONTRACTOR: PORT ANGELES BASEBALL

BOARD OF CLALLAM COUNTY COMMISSIONERS

A handwritten signature in cursive script, appearing to read "Eric Flodstrom", written over a horizontal line.

Mark Ozias, Chair

Print name: Eric Flodstrom

Title: Project Manager

Date: January 23, 2023

Originals: BOCC
Vendor
Initiating Department

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

SCOPE OF WORK

The lodging tax grant will be used to assist with the funding of the Volunteer Field Turf Project.

COMPENSATION

1. ☒ **a. FIXED FEE FOR SERVICE:** For services rendered, the County shall pay to the Contractor a fixed fee of SIXTY THOUSAND DOLLARS (\$60,000) for the completed work set forth in Attachment A. Payments for completed tasks shall be made no more frequently than ☐ monthly; ☐ quarterly; ☐ semi-annually; ☐ annually; ☐ at completion of project; ☒ other (specify) One payment in the amount of \$60,000 to be paid when the contract is fully executed.

OR

☐ **b. HOURLY RATES:** For services rendered, the County shall compensate the Contractor at the following hourly rates:

Name/Position

Hourly Rate

Payments for completed tasks shall be made no more frequently than ☐ monthly; ☐ quarterly; ☐ semi-annually; ☐ annually; ☐ at completion of project; ☐ other (specify) .

Each request for payment shall be supported by an invoice specifying: the name/position of the Contractor's employee if two or more are identified above; number of hours worked; completed tasks for which compensation is sought; estimated percentage of task completion; payment amount requested; other (specify) .

In no event shall Contractor be compensated in excess of _____ DOLLARS (\$) for the completed work set forth in Attachment "A."

2. AND

☒ **a.** The compensation set forth herein includes, without limitation: labor, materials, equipment, travel, telephone, computer, copiers and the like.

OR

☐ **b.** The County shall reimburse the Contractor for actual expenses incurred for travel, telephone, copiers and computer. Reimbursement for airfare, mileage, meals, and/or accommodations shall be at the same rate as that applicable to county employees traveling on county business.

OR

☐ **c.** Other (specify):



15
JAN 30 2023
2i

AGENDA ITEM SUMMARY

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

Department: Finance

WORK SESSION ☒ **Meeting Date:** **01/30/2023**

REGULAR AGENDA ☒ **Meeting Date:** **01/31/2023**

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

Item summary:

- | | | |
|---|--|---|
| ☐ Call for Hearing | ☒ Contract/Agreement/MOU - Contract # 291.21.013 | |
| ☐ Resolution | ☐ Proclamation | ☐ Budget Item |
| ☐ Draft Ordinance | ☐ Final Ordinance | ☐ Other Monthly Review |

Documents exempt from public disclosure attached: ☐

AMENDMENT TO THE CBG COMMUNICATIONS WAVE CABLE FRANCHISE RENEWAL CONSULTING AGREEMENT

In September 2021, the County entered into an agreement with CBG Communications ("CBG") for consulting work related to the Wave (aka Astound) Cable Franchise agreement with the County which was scheduled to expire in May 2022. Under the scope of work of this original agreement, CBG was to provide Franchise Renewal Assistance services related to the renewal of the Wave Cable Franchise as well as complete a Technical Review of the Wave cable franchise area in Clallam County, with an initial targeted completion of May 2022. Total compensation under the original terms of this agreement with CBG was \$34,811.

Initial work by CBG began in October 2021 through December 2021 and progressed as expected with CBG interfacing with Wave's then government affairs contact which CBG had work with before on similar cable franchise agreement renewals. However, with the departure of this contact from Wave in late 2021 following Wave's sale to a new owner, this initial interface work by CBG had to be restarted in late 2021 once a new government affairs contact at Wave was in place. As a result of this delay due to this personnel turnover at Wave, CBG and the County had to pivot and move to extend the Wave cable franchise 6 months in May 2022.

Following CBG's completion of an initial draft of the new cable franchise agreement that was sent to Wave in late July 2022, there was an unexpected three and half month delay before a response to this draft was received from Wave in November 2022. Once received, there were considerably more review comments from Wave on this draft agreement than CBG expected given the form of agreement was highly consistent with similar agreements CBG had negotiated with Wave in the past. This resulted in CBG spending more time than expected in developing a response to this draft.

* Work Session Meeting - Submit 1 single sided/not stapled copy Agenda Item Summary --CBG Communications Wave Franchise Renewal Consulting Agreement Amendment--01302023

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

Revised: 3-04-2019

The County and CBG have since held several meetings with Wave in December 2022 and January 2023 to work through their comments on the agreement and now feel we have full engagement by all parties to move this project forward to completion. The parties have agreed to target a completion of negotiations by late February 2023, with a goal to present the proposed agreement to the BOCC in March 2023 and to hold a public hearing in late March/early April for ratification of a resolution adopting the new cable franchise agreement.

As a result of these delays and additional unexpected additional time CBG has incurred that was outside of their control, CBG has requested 80 additional hours to complete all cable franchise renewal related tasks in the original scope of the agreement, which would add \$13,200 to the original contracted amount. Because this contract spans multiple years and this amended contract amount will require a debatable emergency be adopted, policy requires that we request the BOCC's approval to approve the attached amendment to CBG's consulting services agreement that increases the contract amount to an amount not to exceed \$48,011.

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

This amendment will require a debatable emergency in the amount of \$13,200.

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

We request the Commissioner's approval to execute this amendment during the 1/31/2023 BOCC meeting.

County Official signature & print name:  Mark Lane_____

Name of Employee/Stakeholder attending meeting: _____ Mark Lane_____

Relevant Departments: _____ Finance, BOCC_____

Date submitted:

January 25, 2023

* Work Session Meeting - Submit 1 single sided/not stapled copy Agenda Item Summary --CBG Communications Wave Franchise Renewal Consulting Agreement Amendment--01302023

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

Revised: 3-04-2019



CONSULTING SERVICES AGREEMENT AMENDMENT #1

THIS AMENDMENT is entered into between CLALLAM COUNTY, a political subdivision of the State of Washington, (hereinafter called "County" or "Clallam County") and CBG Communications, Inc ("Recipient"), and changes the following attachments to the agreement entered into on September 14, 2021 (contract #291.21.013).

This Amendment is comprised of the text found on Attachment 1.

The term of this Amendment shall commence on the 1st day of January, 2023 and shall terminate as provided elsewhere in the Agreement.

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

RECIPIENT

A blue ink signature of Thomas G. Robinson, written in a cursive style.

CLALLAM COUNTY BOARD OF COMMISSIONERS

, Chair

Print name: Thomas G. Robinson

Title: President & CEO

Date: January 25, 2023

Originals: BOCC
CBG Communications
Finance Department

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

AMENDMENTS TO THE ORIGINAL AGREEMENT

Section 2, Page 1 is amended to read as follows:

As full compensation for the performance of said professional services, County shall pay Consultant a fee not to exceed, unless otherwise agreed to in writing by the parties based on circumstances beyond the control of Consultant, Forty-Eight Thousand and Eleven Dollars (\$48,011). Services will be billed on a blended rate basis of \$165.00 per hour.

Paragraph 1, Page 1 of Exhibit A of the agreement is amended to read as follows:

CBG Communications, Inc. (CBG) shall provide Franchise Renewal Assistance related to the Clallam County (County) Wave Broadband (Wave) Cable Franchise for a not to exceed amount of \$31,911 and Wave Cable System Technical Review Services for an amount not to exceed \$16,100, for a total Scope of Work cost of \$48,011 (except due to circumstances beyond the control of CBG). In such cases, the County will be notified well in advance of any additional task hours being required, which will necessitate a written amendment to this Agreement). The following Scope of Work defines the consulting services to be provided consistent with the County's needs:

Sections 1, 2 & 3 of Exhibit A of the original agreement remain unchanged.

The last section of Exhibit A entitled "Project Timeline" is amended to read as follows:

CBG proposes the following timeline for working with the County to complete the franchise renewal process based on the typical length of the specified activities.

September 2021 -- Research and develop strategy

October 2021 through May 2022 – System Technical Review

October 2021 through February 2023 – Negotiate and develop language*

Late February 2023: Final draft agreement*

March 2023: County public hearing and County resolution/recommendation

April 2023: Final County-Wave Approval Process

*Note that this part of the timeline will require the active participation of the cable operator in order to achieve a final draft agreement by late February 2023.

AGREEMENT BY AND BETWEEN
CBG COMMUNICATIONS, INC. AND CLALLAM COUNTY,
WASHINGTON

THIS AGREEMENT is entered into on 9/14 2021, by and between **CBG Communications, Inc.** (hereinafter referred to as "**CBG**" or "**Consultant**") located at 73 Chestnut Rd., Suite 203, Paoli, PA 19301, and **Clallam County, Washington** (hereinafter referred to as "**County**").

WHEREAS, the County requires professional Franchise Renewal Assistance and System Technical Review and Evaluation services regarding Wave Broadband's (Wave) Cable Franchise with the County and its Cable System in the County; and

WHEREAS, Consultant has professional experience and expertise in Franchise Development, Renewals and Negotiations, and specific Cable System Technical expertise regarding Wave's System in Clallam County, and is qualified to perform the required Assistance, Review and Evaluation services for the County; and

WHEREAS, County is authorized to engage Consultant upon the terms and conditions hereinafter set forth, and Consultant is willing to accept such engagement upon such terms and conditions;

NOW, THEREFORE, in consideration of the mutual covenants expressed herein and intending to be legally bound hereby, the parties agree as follows:

1. Consultant's services shall be rendered in accordance with the Scope of Services in Exhibit A ("Scope of Services") and as described in the "Proposal to Provide Cable Franchise Renewal Consulting Services for Clallam County, Washington" ("Proposal") submitted on August 3, 2021 by CBG to Clallam County ("County").
2. As full compensation for the performance of said professional services, County shall pay Consultant a fee not to exceed, unless otherwise agreed to in writing by the parties based on circumstances beyond the control of Consultant, Thirty-Four Thousand, Eight Hundred and Eleven Dollars (\$34,811.00). Services will be billed on a blended rate basis of \$165.00 per hour.
3. Consultant will invoice County monthly for professional services performed and any expenses incurred in the preceding month, beginning the month after the start of work. The County agrees to pay the Consultant within sixty (60) days of receipt of a properly documented invoice.
4. When authorized by the County, the Consultant agrees to furnish additional consulting services ("Additional Services") in connection with the Project due to a change in the scope of the Project or the County's desire for additional or different work to be

performed by Consultant. Consultant shall receive such additional compensation for such Additional Services based on a written amendment agreed to by Consultant and the County.

5. The Consultant understands and agrees that time is an essential requirement of this Agreement. The Services shall be completed as soon as good practice and due diligence will permit, and according to the proposed schedule and agreed to work plan as detailed in Exhibit A, which may be modified as necessary by mutual agreement of the parties. The Consultant agrees to begin providing the Services as soon as practicable after this contract is fully executed.
6. In the event that the work herein contemplated, or any part thereof, shall be interrupted, postponed or cancelled by the County, Consultant shall not be entitled to any further payment for the portion of such work beyond and in excess of the amount due at that time of such interruption, postponement or cancellation in accordance with Section 3 hereof, and final payment shall be based on the proportionate amount of the fee earned to such date.
7. Consultant shall maintain professional liability insurance, commercial general liability insurance and automobile liability insurance. Attached hereto and incorporated herein is a certificate of insurance duly executed by an authorized representative of a responsible insurance company evidencing limits of \$1,000,000 per occurrence and \$2,000,000 aggregate.
8. Consultant hereby agrees to indemnify, save and hold harmless, County, its officers, agents and employees, from and against all liens, charges, claims, demands, losses, costs, judgments, liabilities, and damages of every kind and nature whatsoever, arising by reason of the willful misconduct or gross negligence of Consultant or agent or employee of Consultant; and any breach by Consultant of any of the terms, conditions or provision of this Agreement.
9. Consultant is an independent contractor and is not an agent or employee of the County.

[Signature Page to Follow]

IN WITNESS WHEREOF, the parties have duly signed and executed this Agreement on the dates indicated below.

CBG COMMUNICATIONS, INC.

By: 

Thomas G. Robinson, President & CEO

Date: 9/16/2021

CLALLAM COUNTY, WASHINGTON

By: 

Rich Sill, Clallam County Administrator
BY TOM REYES
DEPUTY CO. ADMIN.

Date: 9/14/2021

Approved as to Form



Bert D. Boughton, Deputy Prosecuting Attorney

Exhibit A
(See next page)

Exhibit A

Franchise Renewal and Technical Review Scope of Work

CBG Communications, Inc. (CBG) shall provide Franchise Renewal Assistance related to the Clallam County (County) Wave Broadband (Wave) Cable Franchise for a not to exceed amount of \$18,711 and Wave Cable System Technical Review Services for an amount not to exceed \$16,100, for a total Scope of Work cost of \$34,811 (except due to circumstances beyond the control of CBG. In such cases, the County will be notified well in advance of any additional task hours being required, which will necessitate a written amendment to this Agreement). The following Scope of Work defines the consulting services to be provided consistent with the County's needs:

1. GENERAL FRANCHISE RENEWAL TASKS:

Process Plan, Timeline and Strategy

CBG will work closely with County administrative and legal staff in development of a process plan and timeline, and a clear strategy for the negotiations. This will include review of information pertinent to the franchise renewal including but not limited to: current cable franchise agreements, County codes applicable to the franchise process, past compliance issues, customer complaint reports and applicable state and federal regulations.

Negotiations

CBG will meet regularly with County administrative staff and will confer with County legal staff throughout the process. CBG in collaboration with County staff, will engage with the cable operator's representatives in informal negotiations until all parties to whom the resulting agreement applies agree on final terms and mutually acceptable draft language is documented.

Presentation

CBG will work closely with County staff in development of narrative and supporting documents and visuals (as needed) for ultimate presentation to the County Commissioners, and for inclusion in County Commission meeting packets. CBG will participate in delivery of presentations to the Commission as needed.

2. SPECIFIC FRANCHISE RENEWAL TASKS:

CBG will perform the specific tasks listed below for this project, and will work closely with designated County personnel to accomplish these goals:

- Prepare and maintain a clear and well-organized process plan and timeline to share with all concerned parties
- Utilize project management tools and methods to ensure the project meets time commitments and ensure that County staff are well informed of all steps in the process
- Review information pertinent to the cable franchise renewal
- Meet with County staff on a routine basis, and confer with County legal staff throughout the process
- Collaborate with County staff to establish strategies for negotiations on key issues
- Establish a strategy for virtual negotiation sessions
- Assist in, and lead, when necessary, virtual negotiation sessions
- Work to negotiate agreement terms and language for inclusion in the draft franchise agreement document

- After thorough review of the draft language agreed to in concept, revisit any issues identified for additional discussion
- Collaborate with County staff to draft the staff report to the Commissioners including a narrative account of the process, key points in the negotiation, concerns stemming from any interaction that the County should be aware of, and other points of interest pertinent to staff's final recommendation
- Participate with County staff in the presentation to the Commissioners

3. SYSTEM TECHNICAL REVIEW

Based on the critical nature of the infrastructure providing cable and other services such as broadband to County constituents, CBG will further provide a targeted technical review and audit of Wave's residential cable/broadband system infrastructure in the County Franchise area.

Specifically, the following Tasks will be performed by CBG:

a. Request for Certain Basic System Technical Operational Information - CBG will begin by reviewing and evaluating the system to determine reach and capabilities and potential for deployment of future infrastructure and services by developing a Request for Information (RFI) seeking a written response from Wave. We will then engage in discussions with their engineering and technical staffs, in order to gain an understanding of, for example, the system's current design and any future plans, age, condition, system capacity, capacity for expansion, functionality, cascade length, homes per node, and headend/hub(s). As part of the RFI effort, CBG will request and review as-built and other system maps of the cable system to determine the system's exact footprint in the County.

The RFI will also ask for outage logs, technical complaint logs, maintenance and repair records and Cumulative Leakage Index (CLI) documentation as well as documents describing various other facets of the system. CBG will then meet with Wave's engineering and technical staffs, in-person and /or by Zoom, as needed to clarify our initial findings.

CBG will review the documents provided by Wave and create a summary of these findings in a System Technical Review Report.

b. System Development Possibilities Over the Next 10 Years – CBG will review Wave's upgrade of its networks nationwide, compare them with any plans for the system serving the County, as well as the surrounding region and determine what possibilities exist (as well as compare these possibilities to any upgrade or expansion plans indicated by Wave during the RFI response). These could include for example:

- i. an upgrade using fiber deep technology (essentially fiber to the neighborhood to eliminate amplifiers and provide only passive coaxial connections to the house);
- ii. capacity upgrades including to 1 Gigahertz (GHz), 1.2 GHz and the newly developed 1.8 GHz and its potential for implementation in the County area systems;
- iii. implementation of Fiber to the Home (FTTH);
- iv. continued expansion of DOCSIS capabilities beyond 3.1 all the way to 4.0; and
- v. other upgrade possibilities on the horizon

Some of these, such as DOCSIS 4.0, realistically require other types of upgrades to happen. These are substantial capital investments, and CBG will provide some ballpark figures based on the current status of the system to upgrade on a per home or per mile basis.

CBG will also look at the continuing wireline/wireless integration of cable/broadband systems, including Wave's continued development of WiFi and mobile services, how those interface with the wireline system, and how they may be used to deploy cable services.

c. **System Maintenance/Reliability** – CBG will review both service call logs as well as outage logs for the system to determine the level of problems within the system. CBG will then use this background information during our site visits to further understand technical issues that may be affecting subscribers. This will also include feedback that we may have gleaned from meetings with County staff and include review of the technical quality complaints being received by the County.

d. **Inspection of Physical Plant** - CBG will utilize the information gleaned from the above tasks and work with the County to plan and refine the overall Technical Review process. The inspection of the system will encompass a representative system drive-out and review of specific areas of concern to the County to determine the overall condition of the system from a safety, functionality and aesthetic standpoint. CBG will determine the level of compliance with the Franchise, other pertinent local codes and regulations, the National Electrical Code (NEC) and the National Electrical Safety Code (NESC) as well as good engineering practices. It will be very important to ensure that any problems found with the system are corrected prior to the Franchise being renewed.

Based on discussions with the County, CBG will perform a ride-out to look at physical plant characteristics.¹ This inspection will include the cable distribution plant comprised of the fiber optic, trunk and feeder systems, and coaxial cable drops to the subscribers' residences. The outside plant inspection will include aerial plant inspection for issues such as clearance of the cable TV plant from the ground and other utilities, and attachments at poles and buildings including the drops to homes and businesses. Both underground and aerial plants will be inspected for proper grounding and bonding of the cable TV distribution systems and subscriber's drops as well as other potential problems or violations, including right-of-way restoration issues.

As part of the ride-out, CBG will review the current ends of lines of the system and determine what type of infrastructure expansion would be needed to increase service availability in the County.

e. **Written System Infrastructure Review Report** - CBG will develop a detailed report that indicates all findings from the above evaluation processes and that assesses the current condition of the system. Comparisons will be made between our onsite findings and the information initially received from Wave. We will then make appropriate recommendations, regarding resolving any Code compliance issues, expansion of the system and, based on the above tasks, future system requirements. CBG will then work with the County to take the technical review findings and turn them into realistic technical requirements, objectives and strategies with respect to the franchise renewal process with Wave.

Project Timeline

CBG proposes the following timeline for working with the County to complete the franchise renewal process based on the typical length of the specified activities.

September 2021: Research and develop strategy

October 2021 through January 2022 – System Technical Review

October 2021 – March 2022: Negotiate and develop language*

¹ The timing of this on-site inspection will depend upon the ability to travel and perform this work in Clallam County based on any continuing impact of the COVID-19 pandemic. If feasible, on-site work would be performed in the last quarter of 2021.

Early April 2022: Final draft agreement

April 2022: County public hearing and County resolution/recommendation

May 2022: Final County-Wave Approval Process

*Note that this part of the timeline will require the active participation of the cable operator in order to achieve a final draft agreement by early April 2022.



AGENDA ITEM SUMMARY

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

16
JAN 30 2023

Department: Finance

WORK SESSION ☒ **Meeting Date: 1/30/2023**

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 Review | ☐ Final Ordinance | ☒ Other ARPA 2022 Fourth Quarter Monthly |

Documents exempt from public disclosure attached: ☐

Executive summary:

OVERVIEW OF ARPA PROJECT AND EXPENDITURE REPORT FOR FOURTH QUARTER OF 2022, AND STATUS UPDATE OF ARPA FUNDING OBLIGATIONS/COMMITMENTS/REMAINING UNALLOCATED FUNDS

The purpose of this briefing is to provide the public, county commissioners, department heads, elected officials, and partnering agencies with an understanding of Clallam County's stewardship of the \$15,020,640 of ARPA relief funds thus far.

This data will be updated onto the Clallam County ARPA webpage located at clallamcountywa.gov to provide additional transparency on Clallam County's administration of ARPA funds.

ARPA BACKGROUND

In May 2021, the County was awarded \$15,020,640 of federal stimulus funding from the Coronavirus State Fiscal Recovery Fund and the Coronavirus Local Fiscal Recovery Funds ("ARPA Funds") under Section 603(b) of the Social Security Act, as amended by Section 9901 of the American Rescue Plan Act ("ARPA Act"). The County received the first half of these funds on May 28, 2021, with the 2nd half of these funds received by the County in June, 2022.

* Work Session Meeting - Submit 1 single sided/not stapled copy ARPA Project & Expenditure Report for Fourth Quarter of 2022 1-30-23
** Regular Meeting - Submit 1 single sided/not stapled copy and originals (1 or 3 copies) Revised: 3-04-2019

As outlined in the ARPA Final Rule and FAQ guidance provided by the U.S. Treasury, ARPA Funds can be utilized in support of the following purposes:

- (1) To respond to the COVID-19 public health emergency or its negative economic impacts, including assistance to households, small businesses, and nonprofits, or aid to impacted industries such as tourism, travel, and hospitality;
- (2) To respond to workers performing essential work during the COVID-19 public health emergency by providing premium pay to eligible workers;
- (3) For the provision of government services to the extent of the reduction in revenue due to the COVID-19 public health emergency relative to revenues collected in the most recent full fiscal year prior to the emergency;
- (4) To make necessary investments in water, sewer, or broadband infrastructure; and
- (5) To address the disparate impact of COVID-19 on certain populations and geographics, additional eligible services may include:
 - a. Addressing health disparities and the social determinants of health, including community health workers, public benefits navigators, remediation of lead paint or other lead hazards, and community violence intervention programs;
 - b. Building stronger neighborhoods and communities, including supportive housing and other services for individuals experiencing housing or food insecurity, development of affordable housing, and housing vouchers and assistance relocating to neighborhoods with higher levels of economic opportunity;
 - c. Addressing educational disparities exacerbated by COVID-19, including: early learning services, increasing resources for high-poverty school districts, educational services like tutoring or afterschool programs, and supports for students' social, emotional, and mental health needs; and
 - d. Promoting healthy childhood environments, including: child care, home visiting programs for families with young children, and enhanced services for child welfare-involved families and foster youth

During the July 6, 2021 Continued Work Session with BOCC, the BOCC identified eight priority areas that they indicated support for allocating ARPA Funds to, including:

- Local Small Business and Non-Profit Economic Assistance;
- Assistance to Businesses and Non Profits that provide Child Care Services;
- Mental/Behavioral Health;
- Food Security Support to Local Food Banks;

* Work Session Meeting - Submit 1 single sided/not stapled copy ARPA Project & Expenditure Report for Fourth Quarter of 2022 1-30-23
** Regular Meeting – Submit 1 single sided/not stapled copy and originals (1 or 3 copies) Revised: 3-04-2019

- Affordable Housing/Homelessness Support;
- Residential and Commercial Utility Relief;
- Local Water Systems Infrastructure; and
- Broadband

OVERVIEW OF CLALLAM COUNTY'S PROJECT AND EXPENDITURE REPORT FOR THE PERIOD COVERING OCTOBER 1, 2022 – DECEMBER 31, 2022 TO BE SUBMITTED TO THE U.S. TREASURY BY JANUARY 31, 2023

Under the compliance reporting requirements of the ARPA Act, the County is required to submit quarterly Project & Expenditure Reports to U.S. Treasury outlining the ARPA funded projects the County entered into, the amount of ARPA fund obligations, and the expenditures incurred for the quarterly period ending December 31, 2022. In addition to requiring the County to disclose each of the projects for which ARPA funds were obligated and/or expended, the County is also required to:

- Indicate the ARPA eligible expenditure category the project was covered under;
- Provide a description of each project;
- Provide a list of subrecipients that received the awarded funds;
- Indicate the type of award made (i.e. Subaward, reimbursable grant, direct payment, etc.)
- Provide a list and details of each expenditure made under each of those Subawards greater than \$50,000 during the reporting period; and
- Report the aggregate amount expended for awards less than \$50k.

As will be disclosed in the Clallam County SLRF Project and Expenditure report due to the U.S. Treasury by January 31, 2023, **the County has entered into ARPA funded contractual obligations totaling \$11,716,475.38 through December 31, 2022 representing 78% of total ARPA funds awarded to Clallam County.**

A total of \$7,800,444.70 of ARPA funds have been disbursed to-date:

- \$3,616,410.87 disbursed through December 31, 2021 (3/1/2021 through 12/31/2021)
- \$1,978,701.22 disbursed during the first quarter of 2022 (1/1/2022 through 3/31/2022)
- \$1,557,465.40 disbursed during the second quarter of 2022 (4/1/2022 through 6/30/2022)
- \$72,861.37 disbursed during the third quarter of 2022 (7/1/2022 through 9/30/2022)
- \$575,005.84 disbursed during the fourth quarter of 2022 (10/1/2022 through 12/31/2022)

A summary table is included below of the projects for which ARPA funds have been formally obligated and expended by Clallam County during the period March 2021 – December 2022:

* Work Session Meeting - Submit 1 single sided/not stapled copy ARPA Project & Expenditure Report for Fourth Quarter of 2022 1-30-23
 ** Regular Meeting – Submit 1 single sided/not stapled copy and originals (1 or 3 copies) Revised: 3-04-2019

Project Expenditure Category Group	Project Expenditure Category	Project Name	Total Obligations	Total Expenditures for Fourth Quarter of 2022	Total Expenditures For 2022	Total Expenditures For 2021	Total Expenditures Disbursed to Date	Project Description
2. Negative Economic Impacts	2.2 Household Assistance: Rent, Mortgage, and Utility Aid	Clallam County PUD Residential and Commercial Utility Assistance	\$ 350,000.00	\$ 15,038.75	\$ 66,583.56	\$ 197,882.64	\$ 264,466.20	Funds were committed to provide utility payment assistance to residents, small businesses, and non-profits experiencing severe financial hardship due to job loss, layoff, reduction of work hours, reduced revenues or other negative economic impacts or circumstances resulting from the COVID-19 public health emergency. The funds were needed to avoid a utility disconnect that would endanger the health and well-being of the impacted residents, and impair the ability of businesses to continue to operate. To date, 458 households and small businesses had received ARPA-funded utility payment assistance.
2. Negative Economic Impacts	2.29 Assistance to Small Businesses: Loans or Grants to Mitigate Financial Hardship	Clallam Economic Development Council - Lifeboat3--Small Businesses	\$ 2,484,788.00	\$ -	\$ 470,434.73	\$ 1,943,060.27	\$ 2,413,495.00	Funds were committed to provide small businesses whose operations and financial conditions were adversely impacted by the COVID-19 public health emergency, including reduction in revenues, increase in operating costs related to implementing COVID-19 prevention or mitigation tactics or due to other operating cost increases experienced during the pandemic, business disruption or closure, event cancellation, and/or other similar circumstances during the pandemic that created a financial hardship. Under the EDC Lifeboat 3 grant program funded by these ARPA funds, a total of 160 small businesses in Clallam County received assistance through June 30, 2022.
2. - Negative Economic Impacts	2.34 Assistance to Non-Profits: Assistance to Impacted Nonprofit Organizations (Impacted or Disproportionately Impacted)	Clallam Economic Development Council - Lifeboat 3 Economic Assistance--NonProfits	\$ 302,000.00	\$ -	\$ 140,000.00	\$ 162,000.00	\$ 302,000.00	Funds were committed to provide nonprofits whose operations and financial conditions were adversely impacted by the COVID-19 public health emergency, including reduction in revenues, increase in operating costs related to implementing COVID-19 prevention or mitigation tactics or due to other operating cost increases experienced during the pandemic, business disruption or closure, event cancellation, and/or other similar circumstances during the pandemic that created a financial hardship. Under the EDC Lifeboat 3 grant program funded by these ARPA funds, a total of 30 non-profits in Clallam County had received assistance through June 30, 2022.
2. - Negative Economic Impacts	2.11 Healthy Childhood Environments: Child Care	Clallam Economic Development Council--Lifeboat 3 Economic Assistance--Childcare	\$ 469,064.00	\$ -	\$ 469,064.00	\$ -	\$ 469,064.00	Funds were committed for small business, non-profits, and special districts that provide child care services in Clallam County that were impacted by the COVID-19 public health emergency. Under the EDC Lifeboat 3 grant program funded by these ARPA Funds a total of 23 childcare organizations received funds; 16 small businesses, 6 nonprofits and 1 special district.
2. - Negative Economic Impacts	2.15 Long-term Housing Security: Affordable Housing	Peninsula Housing Authority	\$ 210,000.00	\$ -	\$ -	\$ 210,000.00	\$ 210,000.00	Funds were committed to cover gaps in support of six affordable home projects that were on hold and other similar affordable housing projects located in Clallam County that low-income families are participating in building through Peninsula Housing Authority's 'Mutual Self-Help Program' and that qualify for assistance under their 'Down Payment Assistance Program'. Funds are used to bridge funding gaps once USDA loan funds are exhausted.
2. Negative Economic Impacts	2.15 Long-term Housing Security: Affordable Housing	Peninsula Behavioral Health - All View Motel Affordable Housing Project	\$ 727,411.00	\$ -	\$ -	\$ 727,411.00	\$ 727,411.00	Funds were committed to support the purchase of the All View Motel for conversion into a supportive affordable housing project of 27 units to house up to 41 individuals or families with serious mental health needs and/or significant substance use disorders who are in need of permanent stable housing with onsite services.
2. Negative Economic Impacts	2.15 Long-term Housing Security: Affordable Housing	Habitat for Humanity	\$ 100,000.00	\$ -	\$ -	\$ 100,000.00	\$ 100,000.00	Funds were committed to support the completion of select affordable housing projects in Clallam County for households with incomes of 30-80% of Clallam County's Area Median Income (AMI). Funding was needed to address immediate cash flow constraints that were hindering Habitat for Humanity's ability to cover funding gaps in planned affordable housing projects due to increased building material costs. These funds were used for affordable housing construction costs, including contractor/subcontractor and building material expenses for current affordable housing unit projects, or for restarting affordable housing projects that were previously placed on hold due to high construction material or contractor/subcontractor costs encountered during the COVID-19 public health emergency. Two affordable housing projects in Port Angeles were completed at the end of 2021 utilizing the provided ARPA funds.

2. Negative Economic Impacts	2.1 Household Assistance: Food Programs	Clallam Bay - Sekiu New Hope Food Bank	\$ 250,000.00	\$ -	\$ -	\$ 194,921.96	\$ 194,921.96	Funds were committed to support the New Hope Food Bank serving residents of Clallam Bay-Sekiu and surrounding areas within west Clallam County who are experiencing food insecurity during the COVID-19 public health emergency. Their current food bank facility (a 30+ year-old single-wide mobile home of approximately 720 sq ft), has fallen into a state of severe disrepair due to the buildings age and construction quality. As a result of pest infestation, electrical wiring problems and other issues, it is no longer safe or viable for the continued operation as a food bank. In addition to the structure issues, the current facility is located approximately 3 miles outside of Clallam Bay, which greatly hinders its ability to serve the food security needs of low income residents in the area, many of whom lack a means of transportation to the food bank. In order to address these issues, a 1,300 sq ft replacement facility was located and available at 33 Bogachiel Street in Clallam Bay. This facility is within close proximity to several local organizations that support other needs of the community including; the Lions Club, health clinic, community center, and a local church. These funds are to support the purchase and renovation of the food bank's new facility in Clallam Bay.
2. Negative Economic Impacts	2.16 Long-term Housing Security: Services for Unhoused Persons	North Olympic Regional Veteran's Housing Network--Hobucket House	\$ 59,903.00		\$ -	\$ 59,903.00	\$ 59,903.00	Funds were committed to NORVHN to support completion of the "Hobucket House" group home project for homeless, disabled Veterans in Clallam County. Funding was needed to address immediate cash flow constraints that were hindering their ability to cover gaps in this planned affordable housing group home project located in Forks, WA due to increased building material costs resulting from the supply chain disruptions created during the COVID-19 public health emergency. The grand opening of the Hobucket House was held on April 20, 2022.
2. Negative Economic Impacts	2. 35 Aid to Tourism, Travel, or Hospitality	Black Ball Transportation Inc Economic Assistance Grant	\$ 1,250,000.00	\$ 279,728.66	\$ 1,081,446.01	\$ -	\$ 1,081,446.01	Funds were committed to support the preservation of the Black Ball private marine transportation activities and jobs associated with such activities that were severely negatively impacted by the closure of the United States- Canada border during the COVID-19 pandemic by providing ARPA-funded economic support assistance.
1. Public Health	1.1 COVID-19 Vaccination	COVID-19 Vaccination Marketing Campaign	\$ 21,000.00	\$ -	\$ -	\$ 20,017.00	\$ 20,017.00	Funds were used to develop the social media branding campaign platform, 'Clallam County Cares' to provide COVID-19 facts, updates, and resources to the public.
2. Negative Economic Impacts	2.11 Healthy Childhood Environments: Child Care	Child Care Recruitment Job Fair	\$ 1,215.00	\$ -	\$ -	\$ 1,215.00	\$ 1,215.00	Sponsorship was provided for a recruitment fair to encourage participants to consider a career in childcare and early childhood education and accept job openings currently available in most childcare centers and facilities across the county. Current staff shortages have reduced available child care slots by over 25%. Funds were used for advertising in the local paper and a City Banner (cost and installation). The recruitment fair was held on July 31, 2021. Funds were exhausted as of 12/31/2021.
1. Public Health	1.4 Prevention in Congregate Settings	Tek84 Full Body Scanner for County Jail	\$ 183,872.00	\$ -	\$ 183,872.00	\$ -	\$ 183,872.00	Funds were committed to purchase the Tek84 Intercept Full Body Scanner System. The thermal body scanner will scan all incoming inmates to the County jail, minimizing the amount of time and physical proximity needed to conduct a search for contraband while alerting staff to any elevated body temperatures. The results will be a reduced risk of potential COVID-19 exposure to jail staff during the processing of incoming inmates and an early warning of illness symptomatology.
2. Negative Economic Impacts	2.1 Household Assistance: Food Programs	Forks Community Food Bank	\$ 105,000.00	\$ -	\$ -	\$ -	\$ -	Funds were committed to support the purchase of a walk-in freezer allowing the food bank to meet the additional cold storage needs for increased food assistance to the community during the COVID-19 public health emergency. Funds will also be used for the salary and benefit costs of transitioning a volunteer executive director position into a paid full-time staff position due to the increased demands placed on this role and the food bank during the COVID-19 public health emergency.
2. Negative Economic Impacts	2.1 Household Assistance: Food Programs	Sequim Open Aire Market	\$ 4,500.00	\$ -	\$ -	\$ -	\$ -	Funds were committed to support the market's one-to-one matching ability for eligible food purchases under the 'SNAP Market Match Program' and matching costs incurred to support the 'Low-Income Seniors Farmer's Market Nutrition Program' and the 'Women Infants and Children (WIC) Farmer's Market Nutrition Program' to provide improved access to fresh, healthy, and locally grown fruits and vegetables to low-income seniors and WIC recipients.

2 - Negative Economic Impacts	2.1 Household Assistance: Food Programs	West Olympic Peninsula Betterment Association	\$ 18,000.00	\$ -	\$ 18,000.00	\$ -	\$ 18,000.00	Funds were committed to the OPBA's "Feed the 5000" community meal service that assists residents in the City of Forks and surrounding areas experiencing food insecurity during the COVID-19 public health emergency by providing a free meal each Tuesday. Funds were used to reimburse for costs related to the purchase and storage of food, the preparation of meals to include cookware and carts, the on-site meal service, to include cutlery, plates and seating, personal protection and sanitation materials, and packaging materials related to the delivery of meals due to the 300% increase in the number of individuals seeking the weekly meal service during the COVID-19 public health emergency.
2. Negative Economic Impacts	2.1 Household Assistance: Food Programs	Sequim Food Bank	\$ 185,950.00	\$ -	\$ -	\$ -	\$ -	Funds were committed for the design, permitting, and other pre-construction costs relating to Sequim Food Bank's need to build an additional food storage facility on its adjoining property to provide a more sustainable operation to meet the food security needs of the community during the COVID-19 public health emergency. Funds will also be used for staffing costs supplementing the increased staffing required to meet the higher demand.
2. Negative Economic Impacts	2.1 Household Assistance: Food Programs	Port Angeles Farmer's Market	\$ 6,500.00	\$ -	\$ -	\$ -	\$ -	Funds were committed to support the market's one-to-one matching ability for eligible food purchases under the 'SNAP Market Match Program' and matching costs incurred to support the 'Low-Income Seniors Farmer's Market Nutrition Program' and the 'Women Infants and Children (WIC) Farmer's Market Nutrition Program' to provide improved access to fresh, healthy, and locally grown fruits and vegetables to low-income seniors and WIC recipients.
2. Negative Economic Impacts	2.1 Household Assistance: Food Programs	Port Angeles Food Bank	\$ 1,348,000.00	\$ -	\$ 1,321,939.48	\$ -	\$ 1,321,939.48	Funds were committed to assist the PA Food Bank in renovations of its new facility, including construction of a 2,000 sq ft food pantry market; a 1,800 sq ft commercial processing kitchen; a 2,000 sq ft training and workspace room for co-locating of additional social services; and 4,000 sq ft of infrastructure improvements needed to create suitable administration and operations space. The renovation funds were deemed necessary and proportionate to enable PA Food Bank to meet the growing need for food assistance during the COVID-19 public health emergency and to support the additional demands placed on it since becoming the "Redistribution Organization" for County food assistance. Remaining funds are to be used for essential worker premium pay and staffing costs.
3. Public Health - Negative Economic Impact: Public Sector Capacity	3.2 Rehiring Public Sector Staff	County Need—Clallam Prosecuting Attorney/Clallam Public Defender--Additl Staff Funding for Case Back Log	\$ 104,216.69	\$ -	\$ 104,216.69	\$ -	\$ 104,216.69	Funds were initially committed for the temporary hiring of additional staff in the Clallam Prosecuting Attorney's Office and Public Defender's Office over a 2 year period to address the court case backlog created by the COVID-19 public health emergency. Based on progress made to clear back-log, additional staff needs ended after the third quarter of 2022.
5. Infrastructure, Water & Sewer	5.11 Drinking water: Transmission & Distribution	Black Diamond Water District	\$ 62,537.28	\$ -	\$ 2,730.00	\$ -	\$ 2,730.00	Funds were committed to support the replacement of the main water line over the Little River to be located and securely attached to the new bridge that was installed by the Department of Natural Resources in 2020. This project will ensure the delivery of safe water to 450 Clallam County residents.
2. - Negative Economic Impacts	2.34 Assistance to Non-Profits: Assistance to Impacted Nonprofit Organizations (Impacted or Disproportionately Impacted)	United Way of Clallam County - Clallam Resilience Project	\$ 59,000.00	\$ 4,445.77	\$ 9,445.77	\$ -	\$ 9,445.77	Funds were committed to support the Clallam Resilience Project in hosting twelve cost-free Community Meetings and hosting a Collaborative Learning Academy no later than April 2023 to aid in building resilience in Clallam County.
1. Public Health	1.4 Prevention in Congregate Settings	County Need—BOCC Meeting Room Technology Project to Improve COVID Virtual Meeting Capabilities	\$ 134,000.00	\$ -	\$ 36,991.43	\$ -	\$ 36,991.43	This IT capital project is designed to allow more robust public participation during County meetings and supports the need for improved virtual public meeting capabilities during the COVID-19 public health emergency.
2. Negative Economic Impacts	2.11 Healthy Childhood Environments: Child Care	Olympic Peninsula YMCA	\$ 500,000.00	\$ -	\$ -	\$ -	\$ -	Funds were committed to support Olympic Peninsula YMCA has in the construction and development of an Early Learning Facility to be located in Port Angeles to provide childcare and early learning services to children 0-6 years of age.
2. Negative Economic Impacts	2.15 Long-term Housing Security: Affordable Housing	Peninsula Housing Authority	\$ 300,000.00	\$ -	\$ -	\$ -	\$ -	Funds were committed to support Peninsula Housing Authority with unbudgeted payroll and administrative costs incurred in support of the Mutual Self-Help Building program. Peninsula Housing Authority has experienced homebuilding construction delays due to the COVID-19 pandemic.

2. Negative Economic Impacts	2.18 Housing Support: Other Housing Assistance	Clallam County Health and Human Services Medical Respite	\$ 483,320.00	\$ -	\$ -	\$ -	\$ -	Funds were committed to Clallam County Health and Human Services to develop the Medical Respite Care in partnership with homeless shelters and medical care providers for a two year period which provides short-term resident services coupled with support services and access to medical for people experiencing homelessness.
3. Public Health - Negative Economic Impact: Public Sector Capacity	3.3 Public Sector Workforce: Other	Clallam County Sheriff's Office - Hiring and Retention Incentives	\$ 600,000.00	\$ 271,812.66	\$ 271,812.66	\$ -	\$ 271,812.66	Funds were committed for hiring and retention incentives to encourage deputies to remain employed by the Clallam County Sheriff's Office for a contracted period of 36 months to ensure delivery of public safety services during a period of critical staff shortages experienced in our County jail and across many law enforcement agencies.
6. Revenue Replacement	6.1 Provision of Government Services	Broadband Grant Local Match	\$ 1,786,109.41	\$ 3,980.00	\$ 7,497.50	\$ -	\$ 7,497.50	Funds represent the 10% required local match for the Washington State Broadband Office grant recently awarded to Clallam County. The remaining project funding requirement of over \$20 million will be paid out of State grants awarded to Clallam County. The Clallam County Broadband Project will serve approximately 1,600 homes beginning at the Hwy 101/Hwy 112 junction and going through Joyce.

INCOME

RETURN OF ARPA FUNDS AVAILABLE FOR OTHER ELIGIBLE USES	3.10 Housing Support: Affordable Housing	Peninsula Behavioral Health - All View Motel Affordable Housing Project	\$ (389,911.00)		\$ -	\$ -	\$ -	Under the ARPA Grant agreement with Peninsula Behavioral Health for the All-View Motel mental health affordable housing project, PBH was required to reimburse the County a total of \$389,911 in ARPA funds received in the event PBH was awarded funds under its Department of Commerce Housing Trust Fund grant application. As PBH was recently notified that such grant funding was awarded to them, these ARPA funds were returned to the County and are available to be used for other ARPA-eligible projects.
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TOTAL ADDITIONAL OBLIGATIONS

\$ 11,716,475.38	\$ 575,005.84	\$ 4,184,033.83	\$ 3,616,410.87	\$ 7,800,444.70
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REMAINING UNOBLIGATED ARPA FUNDS

In addition to the funds formally obligated via agreement to be reported to the U.S. Treasury through December 31, 2022, the BOCC has subsequently entered into agreements or has approved additional ARPA commitments in 2022 as well as has indicated support for committing ARPA funds towards eligible purposes for which the County has not yet formally entered into agreements to fund. The breakdown of these additional expenditures and placeholder funds committed, are as follows:

* Work Session Meeting - Submit 1 single sided/not stapled copy ARPA Project & Expenditure Report for Fourth Quarter of 2022 1-30-23
** Regular Meeting – Submit 1 single sided/not stapled copy and originals (1 or 3 copies) Revised: 3-04-2019

OTHER COMMITMENTS (BUT NOT FORMALLY OBLIGATED YET)

Project Expenditure Category Group	Project Expenditure Category	Project Name	Total Obligations	Project Description
1. Public Health	1.4 Prevention in Congregate Settings	County Need--BiPolar Ionization HVAC Filtering System	\$ 250,000.00	Air purification equipment approved for Courthouse as part of the 2022 Capital Budget to help prevent spread of COVID.
2. Negative Economic Impacts	2.15 Long-term Housing Security: Affordable Housing	Affordable Housing Programs	\$ 700,000.00	BOCC had indicated funds of up to \$1 million dollars to support affordable housing projects in Clallam County (less \$300k committed to Peninsula Housing Authority, see above).
5. Infrastructure: Water & Sewer	Local Water Systems	TBD	\$ 38,082.00	BOCC earmarked up to \$150k to support local water systems. \$87,462.72 remains unobligated after supporting the Black Diamond Water District project for \$62,537.28.
5. Infrastructure: Water & Sewer	5.11 Drinking water: Transmission & Distribution	Black Diamond Water District	\$ 49,380.72	BOCC supported additional funds based on bids received after the initial estimate was received. These additional funds will support the replacement of the main water line over the Little River to be located and securely attached to the new bridge that was installed by the Department of Natural Resources in 2020. This project will ensure the delivery of safe water to 450 Clallam County residents.
5. Infrastructure: Water & Sewer	5.18 Water and Sewer: Other	Carlsborg UGA Water Infrastructure Support	\$ 775,000.00	BOCC supported funds for the Carlsborg UGA Water Infrastructure Support.
5. Infrastructure: Water & Sewer	5.13 Drinking water: Source	Bullman Beach	\$ 160,000.00	BOCC supported funds for the Bullman Beach project to repair the failed Group A water system.

\$ 1,972,462.72**REMAINING UNCOMMITTED FUNDS**

6. Revenue Replacement	6.1 Provision of Government Services	TBD	\$ 1,331,701.90	County's "Lost Revenue" category under ARPA, which under the Final Rule allows the County to designate up to \$10 million of its ARPA award as "lost revenue" to be used to support provisions of government services. Potential options to be discussed with BOCC includes support of: Coverage of grant funding gaps of Dungeness Off Channel Reservoir (\$300k). This includes returning funds for case backlog from the Prosecutor's Office and Public Defender (\$1.09 million).
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TOTAL--OTHER ARPA COMMITMENTS**\$ 3,304,164.62****TOTAL ARPA OBLIGATIONS (2021/2022) AND COMMITMENTS, NET OF RETURN OF ARPA FUNDS****\$ 15,020,640.00****TOTAL ARPA FUNDS AWARDED TO CLALLAM COUNTY****\$ 15,020,640.00**

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?)

This presentation is an update to the BOCC on the ARPA Project & Expenditure Report to be submitted to U.S. Treasury by January 31, 2023 as required under the ARPA reporting requirement and to review the status of the ARPA Funds in terms of obligations/commitments made to date.

County Official signature & print name: _____



Name of Employee/Stakeholder attending meeting: Mark Lane, Chelsea Millar

Relevant Departments: Finance

Date submitted: 1/25/2023

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Clallam County

CLALLAM COUNTY MEETING PARTICIPATION

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

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

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

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

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



AGENDA ITEM SUMMARY

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

JAN 30 2023

@ 1230 pm

Department: BOCC

CONTINUED WORK SESSION

☒ Meeting Date: 1-30-23

1230pm

Item summary:

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

Documents exempt from public disclosure attached: ☐

Executive summary:

Community Health Assessment Key Leaders Interview:

One component of the comprehensive Community Health Assessment is interviews with key community leaders. Rather than holding individual interviews, all three Commissioners will work through the "key leader interview" together at a work 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?)
Community Health Assessment Key Leaders Interview.

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

Name of Employee/Stakeholder attending meeting: Board of Commissioners, Karissa McLane – HHS, Shahida Shahrir

Relevant Departments: Board of Commissioners, Health and Human Services

Date submitted: 1-11-23

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

Community Health Assessment interviews 1-30-23

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

Revised: 3-04-2019