



WORK SESSION AGENDA

BOARD OF CLALLAM COUNTY COMMISSIONERS

223 East 4th Street Room 160

Port Angeles, Washington

Monday, January 29, 2024 – 9:00 a.m.

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

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

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

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

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

Administration ? 9 a.m.

1. [Calendar/Correspondence](#)
2. [Resolution appointing Grant Herman to the Trails Advisory Committee](#)
[Resolution](#) 
3. [Resolution appointing Jennifer Johnston to the Solid Waste Advisory Committee](#)
[Resolution](#) 
4. [Resolution appointing Katharine Frazier and Harmony Rutter to the Marine Resources Committee](#)
[Resolution](#) 
5. [Resolution authorizing Sheriff Brian King to sign closing documents for the sale of the county property located at 4308/4312 Nicholas Road, Port Angeles \(3a\)*](#)
[Resolution](#) 
6. [Agreement with Washington State Parks and Recreation Commission to enhance recreational boating enforcement and education activities](#)
[Agreement](#) 
7. [Resolution calling for a hearing to be held on Tuesday, February 13, 2024 at 10:30 a.m. regarding proposed property surplus and public auction](#)

Resolution 

Board of Commissioners

8. Resolution appointing Alexander Sidles with Sidles Law as Clallam County Hearing Examiner and move forward to execute a contract for Hearing Examiner services

Resolution 

9. Housing Solutions Committees is requesting review and approval of an application for the allocations of 1406/1590 funding

Review and Approval 

10. Pre-application questionnaire and letter of commitment with Department of Commerce for Coordinating Low Income Housing Planning Grant

Pre-application questionnaire 

11. Small Business Development Center update

Update 

12. Legislative session update

Update 

13. National Association of Counties NACO discussion

Discussion 

Budget

14. Overview of American Rescue Plan Act ARPA project and expenditures report

Review 

Continued Work Session - 1 p.m.

? Discussion regarding using artificial intelligence AI in County operations

Discussion 

General Discussion/Items for Future Agendas

- A. Olympic National Forest Update (March 11 at 9 a.m.)
- B. Department of Transportation Highway 101 Project Discussion (March 18 at 9 a.m.)
- C. Department of Natural Resources Meeting (March 18 at 1 p.m.)
- D. Joint Meeting with Port of Port Angeles (April 22 at 11 a.m. ? hosted at Port)
- E. Department of Transportation Highway 101 Project Discussion (June 10 at 9 a.m.)

- F. Department of Natural Resources Meeting (June 17 at 1 p.m.)
- G. Department of Natural Resources Meeting (August 19 at 1 p.m.)
- H. Department of Transportation Highway 101 Project Discussion (September 9 at 9 a.m.)
- I. Joint Meeting with Port of Port Angeles (October 28 at 11 a.m. ? hosted at BOCC)
- J. Department of Natural Resources Meeting (November 18 at 1 p.m.)
- K. Department of Transportation Highway 101 Project Discussion (December 9 at 9 a.m.)

EXECUTIVE SESSION

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

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



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JAN 29 2024

AGENDA ITEM SUMMARY

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

Department: BOCC

WORK SESSION ☒ Meeting Date: 1-29-24

REGULAR AGENDA ☒ Meeting Date: 2-6-24

Item summary:

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

Documents exempt from public disclosure attached: ☐

Executive summary:

A vacancy exists on the Trails Advisory Committee due to the expiration of a term.

A press release was issued during the month of November 2023 soliciting applications. One application was received.

Public Works / Road Department endorses the appointment of Grant Herman to the Trails Advisory Committee.

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 sign resolution reappointing.

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

Name of Employee/Stakeholder attending meeting: Board of Commissioners and Steve Gray – Public works / Road Department

Relevant Departments: Public Works/Roads/BOCC

Date submitted: 1-22-24

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

Trails Advisory Herman 2-6-24
Revised: 3-04-2019



RESOLUTION _____, 2024

APPOINTING A MEMBER TO THE TRAILS ADVISORY COMMITTEE

THE BOARD OF CLALLAM COUNTY COMMISSIONERS finds as follows:

1. A vacancy exists on the Trails Advisory Committee due to the expiration of a term.
2. A press release was issued during the month of November 2023 soliciting applications. One application was received.
3. Public Works / Road Department endorses the appointment of Grant Herman to the Trails Advisory Committee.

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

1. That **Grant Herman** is appointed to the Olympic Peninsula Bicycle Alliance (OPBA) position for the term expiring December 31, 2025.

PASSED AND ADOPTED this 6th day of February 2024

BOARD OF CLALLAM COUNTY COMMISSIONERS

Mike French, Chair

Randy Johnson

Mark Ozias

ATTEST:

Loni Gores, CMC, Clerk of the Board

A22.177
Appointee
Public Works



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JAN 29 2024

AGENDA ITEM SUMMARY

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

Department: BOCC

WORK SESSION ☒ **Meeting Date:** 1/29/24

REGULAR AGENDA ☒ **Meeting Date:** 2/6/24

Item summary:

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

Documents exempt from public disclosure attached: ☐

Executive summary:

A vacancy exists on the Solid Waste Advisory Committee for the At-large Alternate representative.

A press release was issued during the month of November 2023 soliciting applications from interested citizens. One application was received.

Public Works approves of the appointment of Jennifer Johnston as the At-large Alternate representative.

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

None

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

Approve and sign a resolution to appoint.

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

Name of Employee/Stakeholder attending meeting: Board of Commissioners, Public Works

Relevant Departments: Board of Commissioners, Public Works

Date submitted: 1-22-24

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

SWAC Johnston 2-6-24
Revised: 3-04-2019



RESOLUTION _____, 2024

APPOINTING A MEMBER TO THE SOLID WASTE ADVISORY COMMITTEE

THE BOARD OF CLALLAM COUNTY COMMISSIONERS finds as follows:

1. A vacancy exists on the Solid Waste Advisory Committee for the At-large Alternate representative.
2. A press release was issued during the month of November 2023 soliciting applications from interested citizens. One application was received.
3. Public Works approves of the appointment of Jennifer Johnston as the At-large Alternate representative.

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

1. **Jennifer Johnston** is appointed to serve as the At-large Alternate representative for the current term expiring on December 31, 2024 and an additional term ending December 31, 2027.

PASSED AND ADOPTED this 6th day of February 2024

BOARD OF CLALLAM COUNTY COMMISSIONERS

Mike French, Chair

ATTEST:

Randy Johnson

Loni Gores, CMC, Clerk of the Board

Mark Ozias

A22.177
Appointee
Public Works

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AGENDA ITEM SUMMARY

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

Department: BOCC

WORK SESSION ☒ Meeting Date: 1/29/24

REGULAR AGENDA ☒ Meeting Date: 2/6/24

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:

Vacancies exist on the Marine Resources Committee due to resignations.

The Port of Port Angeles made a recommendation to appoint Katharine Frazier to the Marine Resources Committee.

The City of Sequim made a recommendation to appoint Harmony Rutter to the Marine Resources Committee.

The Director of the Department of Community Development endorses the appointments of Katharine Frazier and Harmony Rutter.

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 sign a resolution to reappoint.

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

Name of Employee/Stakeholder attending meeting: Board of Commissioners, Department of Community Development – Rebecca Mahan

Relevant Departments: Board of Commissioners, Department of Community Development

Date submitted: 1-24-24

* Work Session Meeting - Submit 1 single sided/not stapled copy Marine Resources Committee Rutter & Frazier 2-6-24
** Regular Meeting – Submit 1 single sided/not stapled copy and originals (1 or 3 copies) Revised: 3-04-2019



RESOLUTION _____, 2024

APPOINTING MEMBERS TO THE MARINE RESOURCES COMMITTEE

THE BOARD OF CLALLAM COUNTY COMMISSIONERS finds as follows:

1. Vacancies exist on the Marine Resources Committee due to resignations.
2. The Port of Port Angeles made a recommendation to appoint Katharine Frazier to the Marine Resources Committee.
4. The City of Sequim made a recommendation to appoint Harmony Rutter to the Marine Resources Committee.
5. The Director of the Department of Community Development endorses the appointments of Katharine Frazier and Harmony Rutter.

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

1. **Katharine Frazier** is appointed to serve as the Port of Port Angeles Commission Alternate representative for a standing term.
2. **Harmony Rutter** is appointed to serve as the Sequim City Council Alternate representative for a standing term.

PASSED AND ADOPTED this 6th day of February 2024

BOARD OF CLALLAM COUNTY COMMISSIONERS

Mike French, Chair

ATTEST:

Randy Johnson

Loni Gores, Clerk of the Board

Mark Ozias

A22.164
Appointee
DCD



5
JAN 29 2024
3a

AGENDA ITEM SUMMARY

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

Department: Sheriff

WORK SESSION ☒ **Meeting Date: 1/29/24**

REGULAR AGENDA ☒ **Meeting Date: 1/30/24**

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

Item summary:

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

Documents exempt from public disclosure attached: ☐

Executive summary:

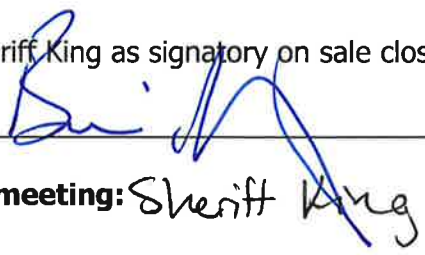
The real property located at 4308/4312 Nicholas Rd in Port Angeles WA, also known in the Clallam County records as Assessor's Parcel Number 0630095900900 and Property ID Number 64326, was declared surplus and a real estate broker services utilized to list the property for sale. Executive Sessions were held to accept a bid and authorize Sheriff King to further negotiate a sale price within an approved range. A sales agreement within the approved range was accepted by Sheriff King on 1/17/24, moving the sale into closing arrangements.

Budgetary impact:

Sale revenue must be utilized for law enforcement purposes by the task force that seized the property as per RCW 69.50.505. After recouping sale-related costs and remitting the required 10% to the state, the remainder will rest in the fund balance for future use.

Recommended action:

Board approval of the Resolution Authorizing Sheriff King as signatory on sale closing documents.

County Official signature & print name:  Brian King, Sheriff

Name of Employee/Stakeholder attending meeting: Sheriff King

Relevant Departments: Sheriff's Office

Date submitted: 1/18/24

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



RESOLUTION _____, 2024

AUTHORIZING SHERIFF BRIAN KING TO SIGN CLOSING DOCUMENTS FOR THE SALE
OF THE COUNTY PROPERTY LOCATED AT 4308/4312 NICHOLAS ROAD, PORT
ANGELES, WA

THE BOARD OF CLALLAM COUNTY COMMISSIONERS finds as follows:

1. The County owns the real property located at 4308/4312 Nicholas Rd in Port Angeles WA, also known in the Clallam County records as Assessor's Parcel Number 0630095900900 and Property ID Number 64326
2. The County declared the property surplus and resolved to utilize the services of a real estate broker to sell the property.
3. Upon receiving a purchase bid, the Board of Clallam County Commissioners (BOCC) met in Executive session on two occasions to discuss the sale specifics, and authorized Sheriff Brian King to negotiate the sale price within a discussed range.
4. Sheriff King negotiated and accepted an agreement to sell within the approved price range.
5. Olympic Peninsula Title Company will be handling the closing of the real estate transaction.

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

1. Sheriff Brian King is authorized to sign closing documents with Olympic Peninsula Title Company for the sale of the County property located at 4308/4312 Nicholas Rd, Port Angeles, WA under Tax Parcel No. 0630095900900

PASSED AND ADOPTED this _____ day of _____ 2024

BOARD OF CLALLAM COUNTY COMMISSIONERS

Mike French, Chair

Randy Johnson

ATTEST:

Loni Gores, Clerk of the Board

Mark Ozias



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JAN 29 2024

AGENDA ITEM SUMMARY

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

Department: Sheriff

WORK SESSION ☒ **Meeting Date: 1/29/24**

REGULAR AGENDA ☒ **Meeting Date: 2/6/24**

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

Item summary:

- | | | |
|---|---|--------------------------------------|
| ☐ Call for Hearing | ☒ Contract/Agreement/MOU - Contract # 11003-24-01 | |
| ☐ Resolution | ☐ Proclamation | ☐ Budget Item |
| ☐ Draft Ordinance | ☐ Final Ordinance | ☐ Other |

Documents exempt from public disclosure attached: ☐

Executive summary: The Sheriff's Office boating unit receives an annual award from Washington State Parks and Recreation Commission to enhance recreational boating enforcement and education activities. The 2024 performance period ends 9/30/24 and is an award amount of \$13,509.63.

Budgetary impact: Already included in 2024 budget. Required match is met "in kind" using salary time of boating unit deputies.

Recommended action: BOCC approval

County Official signature & print name: Brian King, Sheriff

Name of Employee/Stakeholder attending meeting:

Relevant Departments: Sheriff

Date submitted: 1/19/24

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



**WASHINGTON STATE PARKS AND RECREATION COMMISSION
SUBRECIPIENT GRANT AGREEMENT
FEDERAL FINANCIAL ASSISTANCE GRANT**



Agreement No. MLE 325-172

This Agreement is between the State of Washington, Washington State Parks and Recreation Commission (State Parks) acting by and through its Marine Law Enforcement Program ("MLE or "Recipient") and **Clallam County Sheriff's Office** ("Subrecipient"), each a "Party" and, together, the "Parties".

SECTION 1: AUTHORITY

Per 2 Code of Federal Regulations 200 (2CFR200), State Parks has determined this to be a "Subrecipient" relationship under 2 CFR 200.330. This subrecipient agreement is authorized by 2 CFR 200 and 50 CFR 80. MLE is authorized to provide grants for recreational boating enforcement and education activities and has sufficient grant funds available within its current biennial budget and has authorized expenditure on the Subrecipient's Project as defined below, and the Subrecipient agrees to comply with 2 CFR 200, MLE rules and other MLE adopted policies and procedures, and this Subrecipient Grant Agreement.

SECTION 2: PURPOSE

The purpose of this Agreement is to set forth the obligations of both Parties in the awarding of funds for recreational boating enforcement and education and to set forth the deliverables under the Federal Financial Assistance Grant, hereinafter called the "Project."

SECTION 3: COURTESY INFORMATION & REMINDER

Very important information is located throughout this document. The onus is on the Subrecipient to read the entire document which may include Attachments, Exhibits, or other information incorporated by reference.

Experience has shown that the following information seems to have the most interest for the Subrecipient. As such, MLE is providing this nonexclusive list but cautions that other important information does not appear in the Courtesy List.

- **Term:** See *Section 5.1 – Term*
- **Project Completion:** See *Section 5.2 – Project Completion*
- **Subrecipient's Authorized Representative:** See *Section 6.2 – Subrecipient's Authorized Representative.*
- **Project completion date:** See *Section 7.1.1 – Project Timeline*
- **Reimbursement Total:** See *Section 8.3.c [not titled].*
- **Grant Funds:** See *Section 9.2 – Grant Funds.*
- **Accident Report:** See *Section 12.7 – Accident Report*
- **Information required for Federal Subawards (2 CFR §200.331(A) (1)):** See *Exhibit B*

-
- **Subrecipient's Completed FFA Grant Application:** See *Attachment A*.

SECTION 4: DEFINITIONS

- 4.1 Attachment:** A document provided by the Subrecipient (application, budget plan, etc.) that is also made part of this agreement and incorporated by reference. See also Exhibit.
- 4.2 MLE:** The federally funded Marine Law Enforcement Program administered by Washington State Parks and Recreation Commission (State Parks). For purposes of this agreement MLE represents the State of Washington. If MLE ceases to exist or is no longer the state program designated to administer this federal program, then references to MLE will be understood to be the State of Washington.
- 4.3 Equipment.** Equipment means tangible personal property having a useful life of more than one year and a per-unit acquisition cost which equals or exceeds the lesser of the capitalization level established by the non-Federal entity for financial statement purposes, or \$5,000.00.
- 4.4 Exhibit:** A document provided by the MLE Program that is also a part of this agreement and incorporated by reference. See also Attachment.
- 4.5 RBS Officer:** Recreational Boating Safety Officer is a fully commissioned law enforcement officer in Washington State and has the authority to enforce the laws of the state of Washington and local ordinances. The RBS Officer must have attended the Washington State Basic Marine Law Enforcement Academy or an equivalent recognized by MLE.
- 4.6 Boating Safety Inspection:** A full inspection for all safety equipment, vessel registration when required and mandatory boater education compliance when required. The results of the inspection shall be documented through Washington State's Statewide Electronic Collision and Ticket Online Records (SECTOR). This may be done at the time of the inspection or when SECTOR is available to the RBS Officer.
- 4.7 Law Enforcement Vessel:** A vessel used by a law enforcement agency and shall be equipped with proper markings showing it to be an official law enforcement vessel.
- 4.8 Recreational Vessel:** Defined in federal regulation 50 CFR 85.11 as a vessel owned and operated primarily for pleasure; or a vessel leased, rented, or chartered to another for recreational use.
- 4.9 Subrecipient:** 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. In this agreement, the subrecipient is the successful applicant with whom Washington MLE awards a Federal Financial Assistance Grant (See 2 CFR 200.93).
- 4.10 Subrecipient Grant Agreement:** Also known as a subaward. Defined in federal regulation as "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 (See 2 CFR 200.92).
- 4.11 Small agency:** An agency which services a jurisdiction with a population below 30,000 people as determined by the latest U.S. Census.

-
- 4.12 Medium agency:** An agency which services a jurisdiction with a population of 30,000 or more and below 100,000 people as determined by the latest U.S. Census.
- 4.13 Large agency:** An agency which services a jurisdiction of over 100,000 people as determined by the latest U.S. Census.
- 4.14 Boating Safety Program approval:** means that the county or local jurisdiction has entered into an agreement with State Parks to develop and maintain a boating safety program meeting minimum requirements established by State Parks.

SECTION 5: EFFECTIVE DATE AND DURATION

- 5.1 Term.** This Agreement is effective on the date of the last signature and terminates on **September 30, 2024**, or the date of final payment issuance, whichever is later, unless terminated earlier in accordance with *Section 22 - Termination*. See also, *Section 12.3 Useful Life*.
- 5.2 Project Completion.** The Project shall be completed, and final billing for the Project shall be submitted to MLE on or before **October 15, 2024**. Unless approved in writing, MLE shall not be obligated to disburse any payments after this date.
- 5.3 Closeout.** (See 2 CFR § 200.343) MLE will closeout this award under this Agreement when it determines that all applicable administrative actions and all required work of this Agreement have been completed by the Subrecipient.

SECTION 6: AUTHORIZED REPRESENTATIVES

- 6.1** State Parks MLE Program Authorized Representative is:

Bryan Alexander, Marine Law Enforcement Coordinator
Washington State Parks - Boating Program
1111 Israel Road SW
Tumwater, WA 98501-6512
bryan.alexander@parks.wa.gov

Backup:
Rob Sendak, Boating Program Manager
Washington State Parks - Boating Program
1111 Israel Road SW
Tumwater, WA 98501-6512
rob.sendak@parks.wa.gov

- 6.2** Subrecipient's Authorized Representative is:

Sheriff Brian King
Clallam County Sheriff's Office
223 E 4th Street, Ste 12
Port Angeles, WA 98362-3000
brian.king@clallamcountywa.gov
(360) 417-2459

6.3 A Party may designate a new Authorized Representative by written notice to the other Party.

SECTION 7: RESPONSIBILITIES OF EACH PARTY

7.1 Responsibilities of Subrecipient:

This project itself is the sole responsibility of Subrecipient. MLE undertakes no responsibilities to Subrecipient, or to any third party, other than as expressly set out in this document. Subrecipient shall be solely responsible for the design, development, implementation, achievement of deliverables and reporting of the project, as those phases are applicable to this project, and solely responsible for any claim or suit of any nature by any third party related in any way to the project.

7.1.1 Project Timeline. The Subrecipient is responsible for maintaining the project timeline for all dates and activities outlined as the Subrecipient's responsibility as identified in the Subrecipient's FFA Grant Application (Attachment "A").

The Subrecipient shall complete the approved project no later than **September 30, 2024**, as a term of the acceptance of this grant award. The project timeline cannot be extended under the scope of this agreement.

MLE staff shall monitor the activities conducted under the scope of this project on a quarterly basis. Work will be considered complete, only when the following conditions are met:

- The activities described in the Scope of Work and this grant document have been achieved.
- All requests for reimbursements have been submitted.
- All reporting through the MLE Statement of Activity Reporting system (SOAR) and SECTOR have been completed.
- Appropriate proof of completion has been provided to MLE.

If the work is not satisfactorily completed, Subrecipient will be in breach and MLE may, at its discretion, rescind the grant and require repayment of any grant funds already disbursed.

7.1.2 Design Preparation. The Subrecipient shall design a project that will have a reasonably likelihood of positively impacting the reduction of boating accidents, boating injuries, and boating fatalities. Such design shall include applicable items on the Checklist for Plans and Specifications as provided in the Subrecipient's MLE Grant Application (Attachment "A").

7.1.3 Purchase. The Subrecipient shall make no purchases in excess of \$2,500.00 without prior written authorization by MLE. All purchases must be in the furtherance of recreational boating safety and must adhere to the guidelines set out in the in the Allowable Costs and Expenditures for State Vessel Registration Fees and Federal Assistance Grants manual. (Attachment "B").

7.1.4 Periodic Inspections. Subrecipient hereby grants to the Recipient, or its authorized representative, a right, equal in time to six years from the date of the last signature on this document, to enter upon Subrecipient's property as deemed necessary by the Recipient for inspection documents and any equipment. These periodic inspections are intended to ensure

continued compliant use of the awarded funds toward recreational boating safety enforcement and education. materials, products, and workmanship to the original approved plans and specifications. These inspections require a 30-day advance notification to the Subrecipient of such inspection or access.

7.1.5 Commercial and Other Uses.

- a. For purposes of this *Section 7 – Responsibilities of Each Party*, Commercial Use means any activity on or affecting the Project that was not described in the Subrecipient's proposal, or not approved in writing by MLE, where the Subrecipient:
 - 1. has financial profit as a goal,
 - 2. charges any fees or receives any benefit to provide services, supplies or goods, or
 - 3. allows third parties to charge any fees or receive any benefit to provide services, supplies or goods.
- b. Subrecipient must restrict use of the Project funds to only recreational boats boating safety enforcement and education.

7.1.6 Publications & Advertising. The Subrecipient shall include the following statement if publishing any report, news release or publication regarding this project: *"Partial funding was through the Washington State Parks and Recreation Commission Marine Law Enforcement Program, and in cooperation with U.S. Recreational Boating Safety Act."*

7.1.7 Project Sign. The Subrecipient may post in a conspicuous location on the vessel a sign identifying State Parks, any Federal Agencies and specific federal grant program's participation in the Project.

The Subrecipient shall include the following statement if publishing any report, news release or publication regarding this project: *"Partial funding for this project was provided by the Washington State Parks Marine Law Enforcement Program. This program is funded by the U.S. C.G. through the Sport Fish Restoration and Boating Trust Fund, which is financed by your purchase of motorboat fuels and fishing equipment."*

7.1.8 Public Access to Project. During the term of this Agreement the Subrecipient shall allow open and unencumbered public access to the Project to all persons without regard to race, color, religious or political beliefs, sex, national origin, or place of primary residence.

7.1.9 Payments. Subrecipient agrees to:

- a. Make payment promptly as due to all contractors, subcontractors, vendors, or any other persons supplying labor or materials for the Project.
- b. All employers, including Subrecipient that employ subject workers shall provide workers' compensation insurance coverage for those workers, unless they meet the requirement for exemption. Subrecipient shall require and ensure that each of its subcontractors complies with these requirements (unless inapplicable as a matter of federal law); and:
- c. Not permit any lien or claim to be filed or prosecuted against State Parks, due to any construction or maintenance activities at the Project.

7.1.10 Alternative Dispute Resolution. The Parties should attempt in good faith to resolve any dispute arising out of this agreement. This may be done at any management level, including at a level higher than persons directly responsible for administration of the agreement. In addition, the Parties may agree to utilize a jointly selected mediator or arbitrator (for non-binding arbitration) to resolve the dispute short of litigation.

7.1.11 Indemnification by Subrecipient's Contractors. For purposes of this Section 7.1.11 – *Indemnification by Subrecipient's Contractors* the term “contractor” means actors downstream of the Subrecipient whether it be a contractor, a subcontractor, or downstream subrecipient of the Subrecipient. The Subrecipient shall take all reasonable steps to cause its contractor(s) to indemnify, defend, save and hold harmless the State of Washington and its officers, employees and agents (“Indemnitee”) from and against any and all claims, actions, liabilities, damages, losses, or expenses (including attorneys’ fees) arising from a tort caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Subrecipient’s contractor or any of the officers, agents, employees or subcontractors of the contractor (“Claims”). It is the specific intention of the Parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by the contractor from and against any and all Claims.

7.2 Responsibility of Marine Law Enforcement Program (MLE):

7.2.1 MLE shall pay Subrecipient as described in *Sections 8 – Conditions to Disbursement* and *Section 9 – Reimbursement and Payment Terms*.

SECTION 8: CONDITIONS TO DISBURSEMENT

8.1 Eligible project expenses include only those items from the list below that are in your approved project budget:

8.1.1 Grant funds may be used only for activities under WAC 352-65-040, the ten elements necessary to accomplish the Recreational Boating Safety (RBS) mission.

8.1.2 RBS salaries to include time, salaries, benefits and wages for officers or deputies who possess a Washington State Peace Officers Certification, are fully commissioned to enforce the laws of Washington state and who have completed an RBS course acceptable to State Parks (BMLE or equal).

8.1.3 Time, salaries, benefits and wages for officers or deputies who possess a Washington State Peace Officers Certification, are fully commissioned to enforce the laws of Washington state, and who have not completed a BMLE course is acceptable **ONLY** when working with an RBS trained officer **AND** when the agency has a written “two-officer policy for officers on marine patrol for the purpose of officer safety.

8.1.4 Providing instructors for the *Adventures in Boating* course that qualifies graduates for the required mandatory boater education card. Cost may include classroom supplies, light refreshments, other goods, and services necessary to promote and teach classes, and officer salaries, benefits, and wages. Officer salaries will only be reimbursed for those officers who have successfully completed State Parks *Adventures in Boating Instructor Training Class* and are listed on our files.

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- 8.1.5 RBS training as outlined in the Allowable Costs and Expenditures for State Vessel Registration Fees and Federal Assistance Grants (Attachment "B")
 - 8.1.6 RBS Equipment as outlined in the Allowable Costs and Expenditures for State Vessel Registration Fees and Federal Assistance Grants (Attachment "B"). Any equipment expenditures over two thousand two hundred and fifty dollars (\$2,250.00) must receive authorization from state parks prior to purchase.
 - 8.1.7 Educational publications which promote RBS education that are already prepared or the creation, design, and printing of publications.
 - 8.1.8 Promotion of Adventures in Boating classes, including presentation materials, light refreshments, and room rental for classes.
 - 8.1.9 Other items as deemed by MLE to be necessary to complete the project.
 - 8.1.10 Support of the Basic Marine Law Enforcement Academy by agencies who provided MLE recognized instructors.

8.2 Non-Allowable Costs and Expenditures.

- 8.2.1 Bullet proof vests are beneficial; however, equipment of this nature is not essential for meeting the established criteria in WAC 352-65-040 nor is it related to the performance of the RBS program mission and is considered a local agency responsibility to purchase.
- 8.2.2 Equipment used in recover operations (dive equipment, etc.) while being used in an RBS search or investigation mode are 100% eligible. Once this equipment is used for recovery operations it must be prorated between RBS missions and recovery missions.
- 8.2.3 Handheld or portable night vision, FLIR or thermal imaging devices are a 100% allowable expense while in RBS patrol, search, or investigation mode. Once this equipment is used for recovery operations it must be prorated. Permanently mounted and electrically wired FLIR and thermal imaging devices are 100% allowable expenses.
- 8.2.4 Homeland Security missions (weapons, etc.), or any other equipment determined as unrelated by the boating program is not an allowable expense.
- 8.2.5 Firefighting equipment is not an allowable expense.
- 8.2.6 Any equipment or vehicles not 100% dedicated to the RBS mission must be prorated, documenting the amount of time the equipment or vehicle was dedicated to the program.
- 8.2.7 Operating costs for law enforcement vessels boats (staff, fuel, fluids, repairs, maintenance) or operating costs for boats used to service floating restrooms (staff, fuel, fluids)
- 8.2.8 Documented staff or contract labor associated with routine custodial and non-routine maintenance and repairs, the cost of that person operating or maintaining the system.
- 8.2.9 Other items as deemed by MLE to be necessary to complete the project.

8.3 Conditions Precedent to Any Reimbursement. MLE shall not be obligated to disburse any of the grant funds to reimburse the Subrecipient for Project costs hereunder unless MLE has received from the Subrecipient:

- a. Prior to Project plans, specifications, and cost estimate(s), statement of work, request for proposal or other documentation for the Project, documents must be in form and substance satisfactory to MLE.
- b. Reimbursement Requests must be submitted on the approved MLE Grant Reimbursement form along with all supporting documentation. Reimbursements shall be prorated between the Parties based on the percentage of their respective cash or in-kind contributions as set forth in *Section 7 – Responsibilities of Each Party* and *Section 9 – Reimbursement and Payment Terms*.

Supporting documents must:

- Be numbered in the upper right corner and correspond to the “Document #” column on your Reimbursement Request Form
- Be dated. The date of the invoice must be within the period of performance of this award.
- Have Subrecipient’s business name clearly identified.
- Clearly identify the cost and the amount paid & show zero-balance due.

If a receipt, invoice, or statement includes expenses not related to the MLE project, those costs must be highlighted and noted as “ineligible costs”.

- c. MLE will reimburse Subrecipient for eligible activities only after MLE has accepted the work as complete—expenditure as an allowable cost and all proper documents have been submitted with the reimbursement request. Reimbursement requests must be submitted on a quarterly basis and during the quarter that the expenditure has taken place. Reimbursement from MLE shall not exceed fifty percent (50%) of the total project cost from eligible grant expenses. Total reimbursement under this grant agreement shall not exceed the award amount of **\$13,509.63**.
- d. MLE will reimburse Subrecipient up to an additional \$5,000.00 who supply a recognized BMLE instructor for 80 hours. For instructor services less than 80 hours, a sum of \$500.00 per day will be awarded. The additional award is available for use commencing on **June 1, 2024**.
- e. The Subrecipient may not exceed the approved budget which was proposed by the Subrecipient as part of the Subrecipient’s Subrecipient Grant Application that was accepted by MLE. The Subrecipient’s budget is attached to this agreement (Exhibit “B”). If the Subrecipient would like to change the allocations of funds to the original budget, a budget amendment request must be sent in writing via email to MLE in advance of the expense being incurred.
- f. If a boat, a vehicle, or equipment is used partially for other purposes, costs must be pro-rated for that portion of their use that is for Recreational Boating Safety Act purposes.

8.4 Conditions Precedent to Partial Progress Payment(s). MLE shall not be obligated to make partial progress reimbursement payment(s) hereunder until the appropriate supporting documentation and reimbursement form has been submitted no less than on a quarterly basis of the percentage of Project completion has been received, reviewed, and approved by MLE. In no event shall MLE disburse more than fifty percent (50%) of the amount indicated in *Section 9.2 – Grant Funds* as progress payments.

8.5 Conditions Precedent to Final Payment. MLE shall not be obligated to make final payment hereunder until the following have been completed or supplied:

- a. Supporting documentation in form and content determined by MLE, has been received reviewed and approved by MLE; and
- b. Subrecipient provides summary of work achieved pursuant to the SOW as provided with the grant application to MLE with funding the Project; and
- c. Inspection and approval of the Project by MLE Program staff.

SECTION 9: REIMBURSEMENT AND PAYMENT TERMS

9.1 Federal Fund Approval. MLE has received a grant from the United States Department of Homeland Security, United States Coast Guard as described pursuant to 2 CFR 200.331 on Exhibit B. In accordance with 2 CFR 200.330, MLE's determination is that the other party to this contract is a subrecipient and is therefore a subrecipient of federal funds.

9.2 Grant Funds. Upon approval by its governing body or bodies, MLE shall provide federal grant funds in the amount of **Thirteen Thousand, Five Hundred Nine and 63/100ths Dollars (\$13,509.63)** to the Subrecipient to fund the Project.

9.3 Match. The Subrecipient shall contribute at least twenty-five percent (25%) of the total project cost as cost sharing or non-federal match as described in the approved project budget. Such cost sharing or match may be provided as cash costs or in-kind services provided such services are reasonable and necessary for grant purposes. Vessel Registration Fees cannot be used as match. These are non-reimbursable items. Allowability of any cost sharing or match shall be determined in accordance with 50 CFR Part 85; and 2 CFR Part 200 as applicable and as adopted in regulation by 2 CFR 1402.100.

The Subrecipient shall maintain records that adequately document the valuation of non-federal match/in-kind services in accordance with 50 CFR Part 85; and 2 CFR Part 200 as applicable and as adopted in regulation by 2 CFR 1402.100. The Subrecipient shall submit a summary of the valuation to MLE. Further instruction on adequate valuation of match expenses can be provided by contacting the Marine Law Enforcement Coordinator or the Program Manager.

9.3.1 Matching Cash Funds. The Subrecipient shall contribute the total sum of **Three Thousand, Three Hundred Seventy-Seven and 41/100ths Dollars (\$3,377.41)** in cash or in-kind match. It is understood that match cannot be from another federal source and are non-reimbursable costs. In addition, **Vessel Registration Fee funds cannot be used as match**; however, in-kind match as reported in the VRF Expenditure Report can.

9.3.2 Matching Non-cash Resources. Non-cash resources, in-kind; match is allowable under the FFA grant. Any expenditure the subrecipient incurs in support of their recreational boating

safety program can be used as non-cash match.

9.4 Allowable Costs. All costs charged by the Subrecipient must be eligible, necessary, and reasonable for performing the tasks outlined in the approved project work plan. The costs, including match, must be incurred during the period of performance of the project and submitted for reimbursement during the quarter which the costs are incurred. The costs also must be allowable and well documented, in conformance with specific federal requirements (50 CFR Part 85; and 2 CFR Part 200 as applicable and as adopted in regulation by 2 CFR 1402.100.

9.5 Payments. After the Subrecipient awards the contract for the Project, and activities commence, MLE shall, upon receipt of the Subrecipient's request for reimbursement and appropriate documentation all in form and substance satisfactory to MLE, disburse funds to the Subrecipient in accordance with *Section 8 - Conditions to Disbursement*.

Subrecipient may request reimbursements no less than on a quarterly basis and during the quarter for which the expenditures have been incurred for project expenses. Reimbursement shall take place after Subrecipient submits a properly completed Reimbursement Request Form (provided by MLE), along with required supporting documentation. Requests shall only be allowed when requested on the proper forms provided by MLE, reference this agreement number, and accompanied with appropriate supporting documentation.

Subrecipient shall be reimbursed for the actual project costs incurred, up to the total reimbursement amount defined above as long as grant funds remain available. Accounting procedures must provide for accurate and timely recording of receipt of funds by source, expenditures made from such funds, and of unexpended balances. Controls must be established which are adequate to ensure that expenditures are for allowable purposes and that documentation is readily available to verify that such charges are accurate. The burden of proof lies with the subrecipient to provide clear information as to the expense and form of payment.

9.6 Cost Overruns. Cost overruns are the responsibility of Subrecipient and must be borne by Subrecipient.

9.7 Overpayment. In the event that the aggregate amount of MLE's interim progress payments to the Subrecipient exceeds the allowable reimbursable costs of the Subrecipient for the Project, the Subrecipient agrees to refund to MLE the amount paid in excess of such allowable expenses within thirty (30) days of **September 30, 2024**.

9.8 Offset or Reduction. The Subrecipient agrees that payment(s) made by MLE under this Agreement shall be subject to offset or reduction for any amounts previously paid hereunder that are found by MLE not to constitute allowable costs under this Agreement based on the results of an audit examination. If such disallowed amount exceeds the payment(s), the Subrecipient shall pay MLE the amount of such excess within 30 days after written notice of disallowed costs is provided by MLE.

9.8.1 Entertainment Costs. In accordance with 2 CFR 200, the cost of amusement, diversion, social activities, ceremonials, and costs relating thereto, such as meals, lodging, rentals, transportation, gratuities, and alcoholic beverages are not allowable expenses.

9.8.2 Prior Costs. MLE will not reimburse Subrecipient for any costs incurred prior to the effective date of this agreement **October 1, 2023**.

SECTION 10: REPRESENTATIONS AND WARRANTIES

Subrecipient represents and warrants to MLE that:

- 10.1** Subrecipient is a law enforcement agency, duly organized and validly existing. Subrecipient has the power and authority to enter into and perform this Agreement.
- 10.2** The making and performance by Subrecipient of this Agreement (a) have been duly authorized by Subrecipient, (b) do not and will not violate any provision of any applicable law, rule, regulation, or order of any court, regulatory commission, board, or other administrative agency or any provision of Subrecipient's charter or other organizational document and (c) do not and will not result in the breach of, or constitute a default or require any consent under any other agreement or instrument to which Subrecipient is party or by which Subrecipient may be bound or affected. No authorization, consent, license, approval of, or filing or registration with or notification to any governmental body or regulatory or supervisory authority is required for the execution, delivery, or performance by Subrecipient of this Agreement, other than those that have already been obtained.
- 10.3** This Agreement has been duly executed and delivered by Subrecipient and constitutes a legal, valid, and binding obligation of Subrecipient enforceable in accordance with its terms.
- 10.4** Subrecipient has the skill and knowledge possessed by well-informed members of the industry, trade or profession most closely involved in providing the services under this Agreement, and Subrecipient will apply that skill and knowledge with care and diligence to perform its obligations under this Agreement in a professional manner and in accordance with the highest standards prevalent in the related industry, trade, or profession; and
- 10.5** Subrecipient shall, at all times during the term of this Agreement, be qualified, professionally competent, and duly licensed to perform its obligations under this Agreement. The representations and warranties set forth in this *Section 10- Representation and Warranties* are in addition to, and not in lieu of, any other representations or warranties provided by Subrecipient.

SECTION 11: GOVERNING LAW AND CONSENT TO JURISDICTION

This Agreement shall be governed by and construed in accordance with the laws of the State of Washington without regard to principles of conflicts of law. Any claim, action, suit or proceeding (collectively "Claim") between MLE or any other agency or department of the State of Washington, or both, and Subrecipient that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within the Superior Court for Thurston County, state of Washington; provided, however, if a Claim **MUST** be brought in a federal forum, then it shall be brought and conducted solely and exclusively within the United States District Court for the Western District of Washington. In no event shall this *Section 11 – Governing Law and Consent to Jurisdiction* be construed as a waiver by the State of Washington of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on

the eleventh amendment to the Constitution of the United States or otherwise, to or from any Claim or from the jurisdiction of any court. SUBRECIPIENT, BY EXECUTION OF THIS AGREEMENT, HEREBY CONSENTS TO THE IN PERSONAM JURISDICTION OF SAID COURTS.

SECTION 12: EQUIPMENT: OWNERSHIP, MAINTENANCE, USEFUL LIFE & DISPOSAL

12.1 Ownership Of Equipment. Except as otherwise provided herein, Subrecipient shall retain ownership of equipment purchased pursuant to the terms of the grant. Subrecipient may not, during the term of the grant, transfer or convey its ownership interest in the equipment. Subrecipient shall not at any time during the term of the grant convert any facility equipment which was acquired pursuant to the grant to a use other than those for which the assistance was originally approved.

Equipment purchased with Recreational Boating Safety Act funds shall be used only for the purpose for which it was purchased and no other purpose, whether or not the Subrecipient continues to be supported by Recreational Boating Safety Act grant funds.

Observed/reported incidents of unauthorized use of MLE equipment shall be addressed by the following:

- 1) Any observed/reported incident of unauthorized use of MLE funded vessels will be followed-up by MLE communication with the Subrecipient. MLE may conduct site visits or contact area boaters for supplemental information as necessary.
- 2) In those instances where the MLE determines that an unauthorized use of a MLE funded vessel has occurred, the MLE will provide written notification to the operator of its determination with a warning that continued misuse or abuse of MLE-funded vessels and equipment may result in:
 - a) the removal of misused equipment from the facility; and/or
 - b) an assessment against the operator for reimbursement of the federal contribution against the current market value of the vessel.

12.2 Title. Title to equipment purchased under this Agreement shall vest in the Subrecipient. If the Subrecipient determines that it cannot use the equipment for the stated grant purposes at any point prior to the end of the equipment's useful life, but after the end of this award period and any extensions thereof, the Subrecipient shall inform MLE in writing within 30 days of such determination. Such equipment shall be transferred by the Subrecipient to a third party approved by MLE for use for grant purposes in accordance with applicable provisions of state and federal law. Should the equipment not be transferred to another state parks RBS approved law enforcement agency in accordance with this provision, the equipment shall either be returned to MLE for use for grant purposes, or it shall be disposed in accordance with 50 CFR Part 85; and 2 CFR Part 200.

12.3 Useful Life. Beyond the acquisition grant period of performance and throughout the duration of the equipment's useful life, the equipment must continue to be used in the program or project for which it was acquired, as Recreational Boating Safety Act Program.

When no longer needed for the original program or project, equipment may be used in other activities in the following order of priority:

- a. Activities supported under a Federal award from the Federal awarding agency which funded the original program or project; then:
- b. Activities under Federal awards from other Federal awarding agencies; then:
- c. Any activities consistent with the administration of the Washington State Parks and Recreation Commission.

12.4 Special Survivorship Note: Ownership is not absolute. Regardless of agreement's expiration, anything tangible, intangible, or intellectual property that was purchased or created from federal funds or funded with federal funds maintains federal and state MLE entanglements, requirements, or conditions (conditional ownership) unless/until released by the MLE or federal government in writing. While other conditions may apply, typically a release would occur upon the MLE, or federal government being completely satisfied that the item in question has reached the end of its useful life which is usually a dollar value. Determination of value is solely at the discretion of the MLE or federal government. Should professional appraisal services be needed to determine value, these costs shall be borne by the Subrecipient. Selection of an appraisal services firm is subject to the written approval of the MLE or federal government.

12.5 Use and Maintenance. The Subrecipient shall operate and maintain the equipment, purchased, constructed, installed, renovated, operated, repaired, or maintained with MLE grant funds to function as intended for the full period of their useful life and in a manner that provides adequate service, promotes use, and protects public health. Such conditions include:

- 12.5.1** Subrecipient shall operate and maintain grant funded equipment in accordance with all applicable Federal, State, and local laws, orders, regulations and permits.
- 12.5.2** Operation shall include having trained personnel available to facilitate operation of the equipment and a schedule for maintenance.
- 12.5.3** Law Enforcement vessels shall be operated by trained personnel with a valid State of Washington Boater Education Card or equivalent and be a graduate of state parks Basic Marine Law Enforcement Academy or equivalent.
- 12.5.4** Law Enforcement vessels shall be equipped with all federally required safety equipment and provide and ensure appropriate personal flotation devices are worn at all times when on the vessel or dock.
- 12.5.5** All law enforcement vessels shall have a routine schedule for maintenance.
- 12.5.6** As a condition of receiving the grant funds, Subrecipient shall actively maintain the vessel for the **full design life** of the equipment provided from this grant.
- 12.5.7** Subrecipient shall be responsible for all operation, maintenance, and repair of all vessels and equipment provided from this grant.

12.6 Equipment Replacement.

When original or replacement equipment acquired under this award is no longer needed or the Subrecipient is no longer able to support the RBS mission and the disposition occurs during the grant period, disposition of the equipment shall be made as follows:

- The equipment may be transferred at no cost to another law enforcement agency with a State Parks approved marine law enforcement program (e.g., city or county law enforcement agency) if such equipment will remain in use and be dedicated to the MLE program. The conditions for such transfer shall be stipulated by the MLE and shall include the same requirements as those imposed in the original grant. Any cash or in-kind match paid when the equipment was originally purchased will be forfeited in total.
- If the equipment cannot be transferred to another law enforcement agency with a state approved marine law enforcement program, it must be sold at the discretion of the MLE, and the Subrecipient shall pay MLE the proceeds of the sale or the fair market value of the equipment, whichever is the greatest.

12.6.1 Equipment Breakdown

In the event an equipment breakdown occurs during the grant period, Subrecipient shall notify MLE within ten (10) working days of breakdown. The equipment must be repaired and fully operational within thirty (30) working days after the breakdown where the breakdown can be remedied with normal expected repairs for one thousand dollars (\$1,000.00) or less. For repairs greater than one thousand dollars (\$1,000.00) the equipment must be fully operational within sixty (60) days after the breakdown. A written report for all breakdowns must be submitted via email to MLE within two (2) weeks of the breakdown describing the problem(s), repair(s), and the cost(s).

A failure to notify MLE of an equipment breakdown and plan for repairs may result in the withholding of grant funds.

12.7 Accident Report

Subrecipients or Subrecipient's staff involved in an accident must remain at the scene and assist any other vessel or person involved, if possible, without endangering their safety, their own vessel, or the people aboard.

SECTION 13: OWNERSHIP OF WORK PRODUCT

13.1 As used in this Section 13 – Ownership of Work Product and elsewhere in this Agreement, the following terms have the meanings set forth below:

13.1.1 Project Ownership. MLE acknowledges and agrees that the Project is the exclusive property of the Subrecipient. MLE is neither responsible nor liable in any manner for the construction, operation, or maintenance of the Project.

13.1.2 Special Survivorship Note: Ownership is not absolute. Regardless of agreement's

expiration, anything tangible, intangible, or intellectual property that was purchased or created from federal funds or funded with federal funds maintains federal and state MLE entanglements, requirements, or conditions (conditional ownership), unless/until released by MLE or federal government in writing. While other conditions may apply, typically a release would occur upon the MLE, or federal government being completely satisfied that the item in question has reached the end of its useful life which is usually a dollar value. Determination of value is solely at the discretion of the MLE or federal government. Should professional appraisal services be needed to determine value, these costs shall be borne by the Subrecipient. Selection of an appraisal services firm is subject to the written approval of the MLE or federal government.

SECTION 14: NO DUPLICATE PAYMENT

The Subrecipient shall not be compensated for, or receive any other form of duplicate, overlapping or multiple payments for the same work performed under this Agreement from any agency of the State of Washington, including, but not limited to the Washington State Parks Recreation Commission, or the United States of America or any other party.

SECTION 15: CONTRIBUTION ON THIRD PARTY CLAIMS

- 15.1** If any third party makes any claim or brings any action, suit or proceeding alleging against a Party (the "Notified Party") with respect to which the other Party (the "Other Party") may have liability, the Notified Party shall promptly notify the Other Party in writing of the Third Party Claim and deliver to the Other Party, along with the written notice, a copy of the claim, process and all legal pleadings with respect to the Third Party Claim that have been received by the Notified Party. Each Party is entitled to participate in the defense of a Third-Party Claim, and to defend a Third-Party Claim with counsel of its own choosing. Receipt by the Other Party of the notice and copies required in this *Section 15 – Contribution on Third Party Claims* and a meaningful opportunity for the Other Party to participate in the investigation, defense, and settlement of the Third-Party Claim with counsel of its own choosing are conditions precedent to the Other Party's contribution obligation under this *Section 13 – Ownership of Work Product* with respect to the Third-Party Claim.
- 15.2** With respect to a Third Party Claim for which MLE is jointly liable with Subrecipient (or would be if joined in the Third Party Claim), MLE shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by Subrecipient in such proportion as is appropriate to reflect the relative fault of MLE on the one hand and of Subrecipient on the other hand in connection with the events that resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of MLE on the one hand and of Subrecipient on the other hand shall be determined by reference to, among other things, the Parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines, or settlement amounts. MLE's contribution amount in any instance is capped to the same extent it would have been capped under Washington law if the State had sole liability in the proceeding.

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- 15.3** With respect to a Third Party Claim for which Subrecipient is jointly liable with MLE (or would be if joined in the Third Party Claim), Subrecipient shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by MLE in such proportion as is appropriate to reflect the relative fault of Subrecipient on the one hand and of MLE on the other hand in connection with the events that resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of Subrecipient on the one hand and of MLE on the other hand shall be determined by reference to, among other things, the Parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines, or settlement amounts. Subrecipient's contribution amount in any instance is capped to the same extent it would have been capped under Washington law if it had sole liability in the proceeding.

SECTION 16: SUBRECIPIENT DEFAULT

Subrecipient will be in default under this Agreement upon the occurrence of any of the following events:

- 16.1** Subrecipient fails to perform, observe, or discharge any of its covenants, agreements, or obligations under this Agreement.
- 16.2** Any representation, warranty or statement made by Subrecipient in this Agreement or in any documents or reports relied upon by MLE to measure the delivery of services, the expenditure of funds or the performance by Subrecipient is untrue in any material respect when made.
- 16.3** Subrecipient (a) applies for or consents to the appointment of, or taking of possession by, a receiver, custodian, trustee, or liquidator of itself or all of its property, (b) admits in writing its inability, or is generally unable, to pay its debts as they become due, (c) makes a general assignment for the benefit of its creditors, (d) is adjudicated a bankrupt or insolvent, (e) commences a voluntary case under the Federal Bankruptcy Code (as now or hereafter in effect), (f) files a petition seeking to take advantage of any other law relating to bankruptcy, insolvency, reorganization, winding-up, or composition or adjustment of debts, (g) fails to controvert in a timely and appropriate manner, or acquiesces in writing to, any petition filed against it in an involuntary case under the Bankruptcy Code, or (h) takes any action for the purpose of effecting any of the foregoing; or
- 16.4** A proceeding or case is commenced, without the application or consent of Subrecipient, in any court of competent jurisdiction, seeking (a) the liquidation, dissolution or winding-up, or the composition or readjustment of debts of Subrecipient, (b) the appointment of a trustee, receiver, custodian, liquidator, or the like of Subrecipient or of all or any substantial part of its assets, or (c) similar relief in respect to Subrecipient under any law relating to bankruptcy, insolvency, reorganization, winding-up, or composition or adjustment of debts, and such proceeding or case continues undismissed, or an order, judgment, or decree approving or ordering any of the foregoing is entered and continues unstayed and in effect for a period of sixty consecutive days, or an order for relief against Subrecipient is entered in an involuntary case under the Federal Bankruptcy Code (as now or hereafter in effect).

SECTION 17: INDEMNIFICATION

Subrecipient shall hold harmless, save harmless, indemnify, and defend at the Subrecipient's expense the State of Washington, State Parks, its officers, employees, successors and assigns against any and all damages and/or losses arising out of Subrecipient's use of, or presence or activity in, the facilities, including those arising out of the use or operation of equipment or facilities or as a result of the conduct of Subrecipient's programs, or from the conduct of Subrecipient's employees or agents, or damages or vandalism to facilities by third-parties, contracted or participating in Subrecipient's programs, events or activities.

SECTION 18: LIABILITY INSURANCE

- 18.1** The Contractor may provide the required coverage under a self-insured/liability pool or self-insured risk management program. The Contractor shall provide to State Parks a summary of coverages and a letter of self-insurance, evidencing continued coverage under Contractor's self-insured/liability pool or self-insured risk management program. Such summary of coverage and letter of self-insurance will additionally be provided on the anniversary of the start date of this Agreement if the agreement is for more than twelve months.
- 18.2** All self-insured risk management programs or self-insured/liability pool financial reports must comply with Generally Accepted Accounting Principles (GAAP) and adhere to accounting standards promulgated by: 1) Governmental Accounting Standards Board (GASB), 2) Financial Accounting Standards Board (FASB), and 3) the Washington State Auditor's annual instructions for financial reporting. Contractors participating in joint risk pools shall maintain sufficient documentation to support the aggregate claim liability information reported on the balance sheet. The state of Washington, its agents, and employees need not be named as additional insured under a self-insured property/liability pool, if the pool is prohibited from naming third parties as additional insured.

SECTION 19: REMEDIES

- 19.1** In the event Subrecipient is in default under *Section 16 – Subrecipient Default* MLE may, at its option, pursue any or all of the remedies available to it under this Agreement and at law or in equity, including, but not limited to: (a) termination of this Agreement under *Section 22 - Termination*, (b) reducing or withholding payment for work or Work Product that Subrecipient has failed to deliver within any scheduled completion dates or has performed inadequately or defectively, (c) requiring Subrecipient to perform, at Subrecipient's expense, additional work necessary to satisfy its performance obligations or meet performance standards under this Agreement, (d) initiation of an action or proceeding for damages, specific performance, or declaratory or injunctive relief, or (e) exercise of its right of recovery of overpayments under *Section 20 – Recovery of Overpayments* (which is in addition to the remedies provided in *Section 9.7 - Overpayment*), of this Agreement or setoff, or both. These remedies are cumulative to the extent the remedies are not inconsistent, and MLE may pursue any remedy or remedies singly, collectively, successively or in any order whatsoever.

19.2 In the event MLE terminates this Agreement under *Section 22.1 – Termination for Convenience*, *Section 22.2 Termination for Inefficiency*, *Section 22.3 – Termination Because of Non-Appropriation or Project Ineligibility*, or *Section 22.4 – Termination for Default*, Subrecipient's sole monetary remedy will be (a) for work compensable at a stated rate, a claim for unpaid invoices for work completed and accepted by MLE, for work completed and accepted by MLE within any limits set forth in this Agreement but not yet invoiced, for authorized expenses incurred, less any claims MLE has against Subrecipient, and (b) for deliverable-based work, a claim for the sum designated for completing the deliverable multiplied by the percentage of work completed on the deliverable and accepted by MLE, for authorized expenses incurred, less previous amounts paid for the deliverable and any claims that MLE has against Subrecipient. In no event will MLE be liable to Subrecipient for any expenses related to termination of this Agreement or for anticipated profits. If previous amounts paid to Subrecipient exceed the amount due to Subrecipient under this *Section 19.2*, Subrecipient shall promptly pay any excess to MLE.

SECTION 20: RECOVERY OF OVERPAYMENTS

In addition to the remedies provided in *Section 9.7 - Overpayment*, if payments to Subrecipient under this Agreement, or any other agreement between MLE and Subrecipient, exceed the amount to which Subrecipient is entitled, MLE will not reimburse any further claims. In addition, MLE will require repayment of any over payments as reflected in *Section 9.7* of this agreement. may, after notifying Subrecipient in writing, withhold from payments due Subrecipient under this Agreement, such amounts, over such periods of times, as are necessary to recover the amount of the overpayment.

SECTION 21: LIABILITY

THE SUBRECIPIENT SHALL BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL, OR OTHER INDIRECT DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT, REGARDLESS OF WHETHER THE LIABILITY CLAIM IS BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, PRODUCT LIABILITY OR OTHERWISE. NEITHER PARTY WILL BE LIABLE FOR ANY DAMAGES OF ANY SORT ARISING SOLELY FROM THE TERMINATION, EXPIRATION, OR SUSPENSION OF THIS AGREEMENT IN ACCORDANCE WITH ITS TERMS.

SECTION 22: TERMINATION

- 22.1 Termination for Convenience.** The Subrecipient may terminate this Agreement at any time upon thirty (30) days prior written notice to MLE; provided, however, that the Subrecipient shall, within thirty (30) days of such termination, reimburse MLE for all funds contributed by MLE to the Project; provided further that until the Subrecipient has fully reimbursed MLE for such funds, the Subrecipient shall comply with the terms hereof. Delinquent payments shall bear interest at the rate of 12 percent (12%) per annum, if such rate shall exceed the maximum rate allowed by law, then as such maximum rate, and shall be payable on demand. After ninety (90) days MLE may turn any delinquent debt over for collection.
- 22.2 Termination Because of Inefficiency.** Use of federal funds demands good stewardship. MLE in an ongoing basis will be monitoring the performance of the subrecipient through the subrecipient's reporting into the MLE Statement of Activity Reporting system. If in MLE's

opinion, these metrics demonstrate poor stewardship the Agreement will be terminated. If feasible, MLE may work with the Subrecipient and give the Subrecipient an opportunity to improve the metrics to what MLE believes is a healthy metric.

22.3 Termination Because of Non-Appropriation or Project Ineligibility. MLE, as provided in *Section 33 - Force Majeure*, may modify or terminate this Agreement and at any time upon 30 days prior written notice to the Subrecipient, may modify or terminate this Agreement if:

- a. MLE fails to receive funding or allotments, appropriations, limitations, or other expenditure authority at levels sufficient to pay for the allowable costs of the Project to be funded hereunder or should any state law, regulation or guideline be modified, changed, or interpreted in such a way that the Project, or any portion of the Project, is no longer eligible for facility grant funds.
- b. In the event insufficient funds are appropriated for the payments under this Agreement and the Subrecipient has no other lawfully available funds, then the Subrecipient may terminate this Agreement at the end of its current federal fiscal year, with no further liability to MLE. The Subrecipient shall deliver written notice to MLE of such termination no later than 30 days from the determination by the Subrecipient of the event of non-appropriation. MLE shall pay for all authorized Project costs expended up to the date of written notice of termination.

22.4 Termination for Default. MLE, at any time upon 30 days prior written notice of default to the Subrecipient, may modify or terminate this Agreement if:

- a. The design and implementation, of the Project is not pursued with due diligence; or
- b. The Project is not permissible under federal, state, or local law; or
- c. The Subrecipient, does not abide by the nondiscrimination and affirmative action provisions of this Agreement; or
- d. The Subrecipient, without the prior written approval of MLE uses the funds provided by MLE hereunder to pursue any project other than the Project described in the final project approved by MLE; or
- e. During the term of this Agreement, the Subrecipient fails to perform any obligation or requirement of this Agreement.
- f. The Subrecipient defaults under any other agreement between the Parties.

22.5 Rights and Remedies.

- a. The Subrecipient shall, within 30 days of its receipt of a notice of default, reimburse MLE for all funds contributed by MLE to the Project. Further, MLE shall have any and all rights and remedies available at law or in equity.
- b. In the event that Subrecipient has materially failed to comply with this Agreement and such non-compliance has resulted in the Federal Funding Agency terminating MLE's grant or cause or requires MLE to return funds to the Federal Funding Agency, Subrecipient will return to MLE an amount equal to the funds which MLE is not reimbursed for or is required to return to Federal Funding Agency.

SECTION 23: NONAPPROPRIATION

MLE's obligation to pay any amounts and otherwise perform its duties under this Agreement is conditioned upon MLE receiving funding, appropriations, limitations, allotments, or other expenditure authority sufficient to allow MLE, in the exercise of its reasonable administrative discretion, to meet its obligations under this Agreement.

SECTION 24: AMENDMENTS

The terms of this Agreement may not be altered, modified, supplemented, or otherwise amended, except by written agreement of the Parties.

This agreement may be amended only by mutual agreement of the parties in writing. Formal written amendment of the contract is required for changing the terms and conditions specifically stated in the original agreement and any prior amendments, including but not limited to:

- Budget revisions
- Scope of work
- Change in due dates.
- Extensions of the period of performance
- Any other revisions determined material by MLE.

SECTION 25: NOTICE

Except as otherwise expressly provided in this Agreement, any notices to be given relating to this Agreement must be given in writing by email, personal delivery, or postage prepaid mail, to a Party's Authorized Representative at the physical address or to such other addresses as either Party may indicate pursuant to this *Section 24 - Amendments*. Any notice so addressed and mailed becomes effective five (5) days after mailing. Any notice given by personal delivery becomes effective when actually delivered.

SECTION 26: SURVIVAL

All rights and obligations of the Parties under this Agreement will cease upon termination of this Agreement, other than the rights and obligations arising under *Section 11 – Governing Law and Consent to Jurisdiction*, *Section 13 – Ownership of Work Product*, *Section 20 – Recovery of Overpayments*, *Section 21 – Limitation of Liability*, and *Section 26 - Survival* hereof and those rights and obligations that by their express terms survive termination of this Agreement; provided, however, that termination of this Agreement will not prejudice any rights or obligations accrued to the Parties under this Agreement prior to termination.

SECTION 27: SEVERABILITY

The Parties agree that if any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions will not be affected, and the rights and obligations of the Parties will be construed and enforced as if the Agreement did not contain the particular term or provision held to be invalid.

SECTION 28: COUNTERPARTS

This Agreement may be executed in several counterparts, all of which when taken together shall constitute one agreement, notwithstanding that all Parties are not signatories to the same counterpart. Each copy of the Agreement so executed constitutes an original.

SECTION 29: COMPLIANCE WITH LAW

- 29.1 Compliance with Law Generally.** Subrecipient shall comply with all federal, state, and local laws, regulations, executive orders, and ordinances applicable to Subrecipient and the Agreement.
- 29.2 Penalty of Perjury.** By its execution of this Agreement, Subrecipient certifies under penalty of perjury under the laws of the state of Washington the truthfulness, completeness, and accuracy of any statement or claim it has made, it makes, it may make, or causes to be made that pertains to this Agreement.
- 29.3 Tax Compliance.** Subrecipient has complied with the tax laws of this state and the applicable tax laws of any political subdivision of this state. Subrecipient shall, throughout the duration of this Agreement and any extensions, comply with all tax laws of this state and all applicable tax laws of any political subdivision of this state. For the purposes of this *Section 29.3 – Tax Compliance*, “tax laws” includes: (i) All tax laws of this state; (ii) Any tax provisions imposed by a political subdivision of this state that applied to Subrecipient, to Subrecipient’s property, operations, receipts, or income, or to Subrecipient’s performance of or compensation for any work performed by Subrecipient; (iii) Any tax provisions imposed by a political subdivision of this state that applied to Subrecipient, or to goods, services, or property, whether tangible or intangible, provided by Subrecipient; and (iv) Any rules, regulations, charter provisions, or ordinances that implemented or enforced any of the foregoing tax laws or provisions.

Any failure to comply with the provisions of this *Section 29 – Compliance with Law* constitutes a material breach of this Agreement. Any failure to comply with Subrecipient’s certifications shall constitute a material breach of this Agreement. Any failure to comply shall entitle MLE to terminate this Agreement, to pursue and recover any and all damages that arise from the breach and the termination of this Agreement, and to pursue any or all of the remedies available under this Agreement, at law, or in equity, including but not limited to:

- 29.3.1** Termination of this Agreement, in whole or in part, this is in addition to any remedies available under *Section 22 - Termination*.
- 29.3.2** Offsetting against any amount owed to Subrecipient, and withholding of amounts otherwise due and owing to Subrecipient, in an amount equal to State’s setoff right, without penalty; and
- 29.3.3** Initiation of an action or proceeding for damages, specific performance, declaratory or injunctive relief. MLE may recover any and all damages suffered as the result of Subrecipient’s breach of this Agreement, including but not limited to direct, indirect, incidental, and consequential damages, costs of cure, and costs incurred in securing replacement Services and applications.

The state of Washington may take any and all actions permitted by law relative to the collection of taxes due to the state of Washington or a political subdivision, including (i) garnishing the Subrecipient's compensation under this Agreement or (ii) exercising a right of setoff against Subrecipient's compensation under this Agreement for any amounts that may be due and unpaid to the state of Washington.

These remedies are cumulative to the extent the remedies are not inconsistent, and MLE may pursue any remedy or remedies singly, collectively, successively, or in any order whatsoever.

SECTION 30: INDEPENDENT CONTRACTORS

The Parties agree and acknowledge that their relationship is that of independent contracting parties and that Subrecipient is not an officer, employee, or agent of the state of Washington.

SECTION 31: PERSONS NOT TO BENEFIT

No member of or delegate to Congress, resident commissioner, officer, agent or employee of the United States of America, member of the Washington Legislative Assembly, elected official of the state of Washington, or official, agent, or employee of the state of Washington, or elected member, officer, agent, or employee of any political subdivision, municipality or municipal corporation of the state of Washington shall be admitted to any share or part of this Agreement or derive any financial benefit that may arise therefrom.

SECTION 32: INTENDED BENEFICIARIES

MLE and Subrecipient are the only parties to this Agreement and are the only parties entitled to enforce its terms. Nothing in this Agreement provides, is intended to provide, or may be construed to provide any direct or indirect benefit or right to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of this Agreement.

SECTION 33: FORCE MAJEURE

Neither Party is responsible for any failure to perform or any delay in performance of any obligations under this Agreement caused by fire, civil unrest, labor unrest, natural causes, or war, which is beyond that Party's reasonable control. Each Party shall, however, make all reasonable efforts to remove or eliminate such cause of failure to perform or delay in performance and shall, upon the cessation of the cause, diligently pursue performance of its obligations under this Agreement. MLE may terminate this Agreement upon written notice to Subrecipient after reasonably determining that the failure or delay will likely prevent successful performance of this Agreement.

SECTION 34: ASSIGNMENT AND SUCCESSORS IN INTEREST

Subrecipient may not assign or transfer its interest in this Agreement and any attempt by Subrecipient to assign or transfer its interest in this Agreement will be void and of no force or effect. The provisions of this Agreement will be binding upon and inure to the benefit of the Parties hereto, and their respective successors. Any sub grant entered into under this Agreement shall contain terms and conditions substantially similar to this Agreement, including Federal provisions contained in Exhibit A and the sub grant shall:

-
- a. If the contract is not to a unit of Washington State government, the contract shall require the Subrecipient to indemnify, defend, save and hold harmless the state of Washington and its officers, employees, and agents ("indemnitee") from and against any and all claims, actions, liabilities, damages, losses or expenses arising from a tort, caused or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Subrecipient's contractor or any of the officers, agents, employees or subcontractors of the contractor ("claims"). It is the specific intentions of the parties that the Indemnitee shall, in all instances, except for claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by the contractor from and against any and all Claims.

SECTION 35: SUBCONTRACTS & SUB-AWARDS

Subrecipient shall not, without MLE's prior written consent, enter into any subcontracts or follow-on sub-recipient sub-awards (work carried out by parties other than the Subrecipient) for any of the work required of Subrecipient under this Agreement. Subrecipient's consent to any contract, subcontract, sub-award will not relieve Subrecipient of any of its duties or obligations under this Agreement.

SECTION 36: TIME IS OF THE ESSENCE

Time is of the essence in Subrecipient's performance of its obligations under this Agreement.

SECTION 37: MERGER AND WAIVER

This Agreement and all Exhibits and Attachments, if any, constitute the entire agreement between the Parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. No waiver or consent under this Agreement binds either Party unless in writing and signed by both Parties. Such waiver or consent, if made, is effective only in the specific instance and for the specific purpose given.

Failure by MLE to insist upon the strict performance of any provision of this agreement shall not affect MLE's right to require strict performance of the same provision in the future or any other provision. Failure by MLE to exercise any right based upon a breach, or acceptance by MLE of performance during such breach, shall not constitute a waiver of any of its rights or remedies with respect to such breach.

EACH PARTY, BY SIGNATURE OF ITS AUTHORIZED REPRESENTATIVE, HEREBY ACKNOWLEDGES THAT IT HAS READ THIS AGREEMENT, UNDERSTANDS IT, AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

SECTION 38: RECORDS MAINTENANCE AND ACCESS

Subrecipient shall maintain all financial records relating to this Agreement in accordance with generally accepted accounting principles. In addition, Subrecipient shall maintain any other records, books, documents, papers, plans, records of shipments and payments and writings of Subrecipient, whether in paper, electronic or other form, that are pertinent to this Agreement in such a manner as to clearly document Subrecipient's performance. All financial records, other

records, books, documents, papers, plans, records of shipments and payments and writings of Subrecipient, whether in paper, electronic or other form, that are pertinent to this Agreement, are collectively referred to as "Records." Subrecipient acknowledges and agrees that the Washington State Parks and Recreation Commission and the federal government and their duly authorized representatives will have access to all Records to perform examinations and audits and make excerpts and transcripts. Subrecipient shall retain and keep accessible all Records for a minimum of six (6) years, or such longer period as may be required by applicable law, following termination of this Agreement, or until the conclusion of any audit, controversy or litigation arising out of or related to this Agreement, whichever date is later.

SECTION 39: HEADINGS

The headings and captions to sections or subsections of this Agreement have been inserted for identification and reference purposes only and may not be used to construe the meaning or to interpret this Agreement.

SECTION 40: INCORPORATION BY REFERENCES AND ORDER OF PRECEDENCE

The table below reflects the documents that are incorporated by reference (whether attached or not) and the order of precedence should there be a conflict between the parts of document or other documents incorporated by reference. The lower the number, the higher the precedence. Where two or more documents address a point or concept but are not in conflict, they should be read as supplemental, additive, and/or cumulative.

Precedence	Document
1 (highest)	United States of America Laws or Rules AND Washington State Laws and Rules
2	Amendments to any of the documents listed below shall control over the earlier version of that same document or earlier amendment to that same document.
3	EXHIBIT A - FEDERAL COMPLIANCE TERMS
4	EXHIBIT B - INFORMATION REQUIRED BY 2 CFR §200.211(b)
5	EXHIBIT C – 2 CFR 200, Appendix II - TERMS
6	ATTACHMENT A - SUBRECIPIENT'S MLE GRANT APPLICATION
7	ATTACHMENT B – ALLOWABLE COSTS & EXPENDITURES FOR STATE VESSEL REGISTRATION FEES AND FEDERAL ASSISTANCE GRANTS
8	ATTACHMENT C – VESSEL REGISTRATION FEE PROGRAM GUIDANCE FOR MARINE LAW ENFORCEMENT PROGRAMS

SECTION 41: SIGNATURES

This Agreement, which includes incorporated documents, is executed by the persons signing below who warrant under penalty of perjury under the laws of the State of Washington that they have read and understood the document and find it to be legal, valid, and a binding obligation, enforceable according to its terms, and have the authority to execute the contract.

Clallam County 223 E. 4 th Street, Ste 12 Port Angeles, WA 98362	Washington State Parks and Recreation Commission PO Box 42650 Olympia, WA 98504-2650
Sign:	Sign:
Title: Chair, Board of Clallam County Commissioners	Title: Chief Financial Officer
Email:	Email: contracts@parks.wa.gov
Date:	Date:
Place: Port Angeles, WA	Place: Tumwater, WA


Approved as to Form
Deputy Prosecutor

EXHIBIT A: FEDERAL COMPLIANCE TERMS

I. Grant Subrecipient Compliance Requirements:

A. Subrecipient is responsible to ensure compliance with the federal implementing regulations for (Clean Vessel Act 50 CFR Part 85 or Boating Infrastructure Grant Program 50 CFR Part 86).

B. Subrecipient to comply with Assurances – Construction Programs (Standard Form 424D)

C. Pursuant to 2 CFR Part 170, MLE will enter grant information into the Federal Funding Accountability and Transparency Act (FFATA).

II. Federal Terms and Conditions:

Subrecipient is responsible to comply with the following Federal Terms and Conditions, as applicable:

A. Uniform Administrative Requirements, 2 CFR Part 200, Subparts A through D or the equivalent applicable provision adopted by the awarding federal agency in 2 CFR Subtitle B. including but not limited to the following:

1. Property Standards. 2 CFR 200.313, or the equivalent applicable provision adopted by the awarding federal agency in 2 CFR Subtitle B, which generally describes the required maintenance, documentation, and allowed disposition of equipment purchased with federal funds.

2. Contract Provisions. The contract provisions listed in 2 CFR Part 200, Appendix II, or the equivalent applicable provision adopted by the awarding federal agency in 2 CFR Subtitle B, that are hereby incorporated into this Exhibit. These are, to the extent applicable, obligations of Subrecipient, and Subrecipient shall also include these contract provisions in its contracts with non-Federal entities.

3. Audits. Subrecipient shall comply, and require all subcontractors to comply, with applicable audit requirements and responsibilities set forth in this Agreement and applicable state or federal law. If Subrecipient expends \$750,000 or more in federal funds (from all sources) in a fiscal year beginning on or after December 26, 2014, Subrecipient shall have a single organization-wide audit conducted in accordance with the provisions of 2 CFR Subtitle B with guidance at 2 CFR Part 200. Copies of all audits must be submitted to MLE within 30 days of completion.

B. Cost Principles 2 CFR Part 200, Subpart E

C. Central Service Cost Allocation Plans Appendix V to Part 200

D. Indirect Cost Proposals Appendix VII to Part 200

E. Audit Requirements 2 CFR Part 200, Subpart F

F. Federal Non-discrimination Statutes. Subrecipient is responsible to comply with all federal statutes relating to non-discrimination, including but not limited to: Title VI of the Civil Rights Act of 1964 (PL 88-352) which prohibits discrimination on the basis of race, color or national origin; Title IX of the Education Amendments of 1972 (20 USC §§ 1681-1683; 1685-1686) which prohibits discrimination on the basis of gender; Section 504 of the Rehabilitation Act of 1973 (29 USC § 794) which prohibits discrimination on the basis of handicaps; Age Discrimination Act of 1975 (42 USC §§ 6101-6107) which prohibits discrimination on the basis of age; Drug Abuse Office and Treatment Act of 1972 (PL 92-255) which prohibits discrimination on the basis of drug abuse; the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (PL 91-616) regarding non-discrimination on basis of alcohol abuse or alcoholism; Sections 523 and 527 of the Public Health Services Act of 1912 as amended (42 USC §§ 290 dd-3 and 290 ee-3) regarding confidentiality of alcohol and drug abuse patient records; Title VIII of the Civil Rights Act of 1968 (42 USC §§ 3601 et seq.) regarding nondiscrimination in the sale, rental or financing of housing; any other nondiscrimination provisions of the specific statutes under which this agreement is being made; and the requirements of any other nondiscrimination statute(s) which apply to the federal financial assistance award received by MLE.

G. Eligible Workers. Subrecipient shall ensure that all employees complete the I-9 Form to certify that they are eligible for lawful employment under the Immigration and Nationality Act (8 USC 1324a). Subrecipient shall comply with regulations regarding certification and retention of the completed forms.

H. To the extent applicable to this award, Subrecipient is responsible to comply with

1. National Environmental Policy Act; E.O. 11514 (which requires the Subrecipient to comply with environmental standards which may be prescribed pursuant to institution of environmental quality control measures under the National Environmental Policy Act of 1969 (42 USC Chapter 55, [Pub. L. 91-190]) and Executive Order 11514.
2. E.O. 11990: Protection of Wetlands (which requires the Subrecipient to comply with environmental standards for the protection of wetlands)
3. E.O. 11988: Floodplain Management; E.O. 11988 (which requires the Subrecipient to comply with environmental standards for the evaluation of flood hazards in floodplains)
4. Coastal Zone Management Act (which requires Subrecipient to ensure that the work performed will not violate State management programs developed under the Coastal Zone Management Act of 1972) (16 USC Chapter 33, Sections 1451 et seq.).
5. Wild and Scenic Rivers Act (which requires the Subrecipient to protect components or potential components of the national wild and scenic rivers system). (16 USC Chapter 28, Sections 1271 et seq.)

6. Historic Preservation Act, E.O. 11593 (which requires Subrecipient to assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 USC 470), E.O. 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 USC Sec. 469a-1 et seq.).

7. Endangered Species Act (which requires the Subrecipient to comply with environmental standards for the protection of endangered species) 16 USC Chapter 35, Sections 1531ff [Pub. L. 93-205]).

8. Marine Mammal Protection Act (which Requires permits and reports for research projects that will involve the taking or importation of protected marine mammals or marine mammal products) (16 U.S.C. Chapter 31, Subchapter I, Sections 1361ff).

I. Other Requirements (USFWS specific)

1. Universal Identifier and Central Contractor Registration 2 CFR Part 25

2. Reporting Sub-awards and Executive Compensation 2 CFR Part 170

3. Award Term for Trafficking in Persons (applicable to private entity subrecipients) 2 CFR Part 175

4. Government-wide Debarment and Suspension (Non-procurement) 2 CFR Part 1400

5. Requirements for Drug-Free Workplace (Financial Assistance) 2 CFR Part 1401

6. 43 CFR 18 New Restrictions on Lobbying: Submission of an application also represents the applicant's certification of the statements in 43 CFR Part 18, Appendix A, Certification Regarding Lobbying.

7. 41 U.S.C. 4712 Enhancement of Recipient and Subrecipient Employee Whistleblower Protection:

a. This award, related sub-awards, and related contracts over the simplified acquisition threshold and all employees working on this award, related sub-awards and related contracts over the simplified acquisition threshold are subject to the whistleblower rights and remedies established at 41 USC 4712b. Subrecipient, Subrecipient's contractor, or Subrecipient's sub-recipient(s) (however many levels), and their contractors award contracts over the simplified acquisition threshold related to this award, shall inform their employees in writing, in the predominant language of the workforce, of the employee whistleblower rights and protections under 41 U.S.C. 4712.

c. The Subrecipient shall insert this clause, including this paragraph (c), in all sub awards and in contracts over the simplified acquisition threshold related to this award.

8. Prohibition on Members of Congress Making Contracts with Federal Government: No member of or delegate to Congress or Resident Commissioner shall be admitted to any share or part of this award, or to any benefit that may arise therefrom; this provision shall not be construed to extend to an award made to a corporation for the public's general benefit 41 USC § 6306.

9. Federal Leadership on Reducing Text Messaging while Driving: Subrecipients are encouraged to adopt and enforce policies that ban text messaging while driving, including conducting initiatives of the type described in Section 3(a) of the Order Executive Order 13513.

EXHIBIT B: INFORMATION REQUIRED BY 2 CFR §200.211(b)

Federal Award Identification:

- (i) Subrecipient name (which must match registered name in DUNS): Clallam County Sheriff's Office

Subrecipient's UEI number: #JV6JJNELRBS5

- (ii) Federal Award Identification Number (FAIN): #3323FAS230153

- (iii) Federal Award Date: 10/1/2023

- (v) Sub-award Period of Performance Start and End Date: From 10/1/2023 to 9/30/2024

- (vi) Total Amount of Federal Funds Obligated by this Agreement: \$13,509.63

- (vii) Total Amount of Federal Award committed to the Subrecipient by the pass-through entity: \$13,509.63

- (ix) Federal award project description: Marine Law Enforcement Federal Financial Assistance Grant

- (ix) Name of Federal awarding agency, pass-through entity, and contact information for awarding official of the Pass-through entity:

(a) Name of Federal awarding agency: United States Coast Guard

(b) Name of pass-through entity: Washington State Parks and Recreation Commission

(c) Contact information for awarding official of the pass-through entity:
boatingprogram@parks.wa.gov

- (x) CFDA Number and Name: Federal Boat Safety Act 92-75

- (xi) Is Award R&D? No

- (xii) Indirect cost rate for the Federal award: NA %

**For the purposes of this Attachment, the term "pass-through entity" refers to Washington MLE Grant Program.*

EXHIBIT C: 2 CFR 200, APPENDIX II - TERMS

Provisions for Non-Federal Entity Contracts Under Federal Awards (current as of 20200717)

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

(A) Contracts for more than the simplified acquisition threshold currently set at \$150,000.00, 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.

(B) All contracts in excess of \$10,000.00 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.

(C) 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."

(D) 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.

(E) 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 \$100,000.00 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.

(F) 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.

(G) 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 \$150,000.00 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).

(H) 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 governmentwide 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.

(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) - Contractors that apply or bid for an award exceeding \$100,000.00 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.

(J) See § 200.322 Procurement of recovered materials.

[78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75888, Dec. 19, 2014]

ATTACHMENT “A”: SUBRECIPIENT’S FFA GRANT APPLICATION



CLALLAM CSO 2024
A-300 Application.pdf

Washington State Parks & Recreation Commission - Recreational Boating Program

Federal Financial Assistance Grant Program Application

Application Year: 2024

Agency Name: Clallam County Sheriff's Office

PREVENTION PLAN PART 1 - ASSESSMENT, IDENTIFICATION, GOALS

High Priority Boating Risks and Hazards

High Priority Boating Risks & Hazards	Data / Professional Judgement	Comments
2. Weather - With the shorter fishing seasons fishermen are going out in weather conditions that they normally wouldn't have done in the past.	The Strait of Juan de Fuca and the Pacific Ocean can be a rapid changing environment that can overcome inexperienced or experienced operators and/or their boats.	The one fatality and the four reportable accidents (2016) involved individuals that did not reside in Clallam County. Of the twelve non-reportable accidents, three of them involved individuals that reside in Clallam County. The boating fatality in 2018 involved a resident of Clallam County who had some passengers from out of the area. In 2019, there were two boating fatalities in Clallam County. Poor weather and high seas were a contributing factor to one of the boating fatalities. Alcohol, poor lighting, and inattention were contributing factors in the second boating fatality. In 2020, the CCSO Boating Unit investigated five boating accidents by July; one accident resulting in a fatality and

		another accident involving critical, life-threatening injuries.
3. Navigation Errors - The majority of these are groundings by individuals that are not familiar with the area or boats that were maneuvering in confined areas.	Recreational boaters that are operating small crafts in open and unprotected waters, at times are going to encounter mishaps.	In 2015, the Clallam County Marine Unit responded to fourteen reported boating accidents which included three fatalities, four reportable accidents, and ten non-reportable accidents. In 2020 and 2021, the CCSO Marine Unit investigated nine boating accidents with two of those accidents resulting in fatalities.
4. Equipment Failures - These accidents were the result of failures of through hull fittings, bilge pumps or loss of power	see above	Since 2015, the majority of reported accidents involved individuals that resided outside of Clallam County. In August 2022, members from the CCSO Boating Unit rescued a recreational boater at Lake Sutherland after he spent nearly 24 hours on the water because his engines failed. Despite him attempting to waive down other boaters in the area for assistance, no one assisted him to shore. We responded and towed his boat back to shore. There were no injuries resulting from the incident.
There are four identified risks and hazards that are contributing factors to reported boating accidents. 1. Operator inexperience - individuals that have minimal experience operating boats or kayaks in Clallam County	Professional Judgment: Individuals that reside outside of Clallam County and or boat and fish in Clallam County are our highest risk group of boaters.	In 2017, the Clallam County Sheriff's Office responded to five boating accidents. Three of those accidents did not require a report. In 2016, The Clallam County Sheriff's Office Marine Unit responded to 16 reported boating accidents. There was one fatality, four reportable accidents, and twelve non-reportable accidents. In 2018, there was one boating fatality in the Straits of Juan De Fuca. The boating accident was

		investigated by a Patrol Deputy after the incident had occurred. In 2019, our Marine Unit investigated two boating fatalities in our jurisdiction and three overall boating accident reports. In 2020, the CCSO Marine Unit investigated seven boating accidents; one accident involving a fatality and another with critical, life-threatening injuries. In 2021, the CCSO Marine Unit only investigated two boating collisions with one being a presumed fatality being they are still missing at sea. In 2022, the CCSO Marine Unit investigated three boating collisions; none of which resulted in serious injury or death. In 2023, the Clallam County Sheriff's Office Marine Unit investigated a two boat collision in Sekiu which resulted in substantial bodily injury. The boat operator that was found to be at fault was cited for operation of a vessel in a negligent manner. The boat operator was not from our jurisdiction.
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High Priority Audiences

Description of Audience	Why is this Audience a Priority?	Comments
The boating community that is most at risk are individuals that do not reside in Clallam County and transit through the area for fishing and/or kayaking in the	Clallam County is known as a salt water fishing destination. There are also a number of boats that transit the Strait of Juan de Fuca enroute to the	The most effective way to contact and influence this segment of recreational boaters is with the on-water patrols, safety inspections and

Strait of Juan de Fuca and the Pacific Ocean. These individuals are operating their vessels in unfamiliar, open, unprotected waters that are very susceptible to rapidly changing weather conditions, which can tax their vessels, equipment and knowledge.	Pacific Ocean, Puget Sound, and the San Juan Islands or Alaska. Approximately 70% to 90% of all boater that the marine unit contacts reside outside of Clallam County. All the fatalities that reported in 2016 and 2015 involved individuals that did not reside in Clallam County.	educational outreach events. In 2022, the CCSO Marine Unit intends to increase patrols on Lake Sutherland where there is a request for more law enforcement presence due to a wake boat dispute. The CCSO Marine Unit conducts patrols mainly in July and August on Lake Sutherland and we typically encounter kayakers and recreational boaters with various experience levels. In 2021, CCSO Marine Deputies found that several kayakers were without a sound device and were educated accordingly. The CCSO Boating Unit intends to post signs, provide educational pamphlets, and increase presence to ensure everyone is boating safely.
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PREVENTION PLAN PART 1 - TASKS, TACTICS, MEDIA

Patrol Plans / Emphasis Patrols / Enforcement Policies

Activity	Time Frame	Patrol Hour Goal	Inspection Goal	Comments	Type
Patrol our lakes for BUI emphasis, safe boating activity with life jackets, RBS inspections	June through August	20.00	Patrol Plan/Emphasis Patrol/Enforcement Policy		Patrol Plan/Emphasis Patrol/Enforcement Policy
Random evening weekend BUI patrols during	June through September	40.00	Patrol Plan/Emphasis Patrol/Enforcement Policy		Patrol Plan/Emphasis Patrol/Enforcement Policy

fishing seasons					
Schedule patrols on weekends and weekdays during fishing seasons	June through September	120.00	Patrol Plan/Emphasis Patrol/Enforcement Policy	This is dependent on the length of the fishing seasons as set forth by the WA State DFW	Patrol Plan/Emphasis Patrol/Enforcement Policy
Schedule patrols during all opening days of halibut season	May through September	60.00	Patrol Plan/Emphasis Patrol/Enforcement Policy	This is dependent on the length of the fishing seasons as set forth by the WA State DFW	Patrol Plan/Emphasis Patrol/Enforcement Policy
Emphasis patrols during fishing derbies	Olympic Salmon Derby in February and the Sekiu Salmon Derby in September	60.00	Patrol Plan/Emphasis Patrol/Enforcement Policy	This is dependent on the length of the fishing seasons as set forth by the WA State DFW	Patrol Plan/Emphasis Patrol/Enforcement Policy
Boat patrol	February through September		Safety Inspection	Depending on staffing	Safety Inspection

State Approved Boater Education Classes & Community Events

Activity	Date	Hours Planned	Attendance	Comments	Type
COASTAL	6/3/2024	12.00		Partner with COASTAL store for kid lifejacket giveaway, education, and outreach.	Community Events
YACHT CLUB EVENT	8/6/2024	20.00		We have attended this event that is either held in Sequim or Port	Community Events

				Angeles. We talk to many sailors about boating safety and we have staffed this with two RBS certified Deputies. It is unknown whether this event will be held due to COVID 19 concerns.	
Waterfront Days Port Angeles	10/1/2024	20.00		Our Marine Unit participates in this event along with the USCG to meet with the public and talk about boater safety education/laws. It is unknown whether this event will be held due to COVID 19 concerns.	Community Events
Lavender Festival	6/16/2024	25.00		This is a three day event that attracts tens of thousands of people from out of the area. We provide boater safety information to kids and their parents and talk about boating safety during this event. It is unknown whether this event will be held due to	Community Events

				COVID 19 concerns.	
KID'S FESTIVAL	3/2/2024	20.00		KID'S FEST is a Port Angeles community event where parent's bring their children to meet with 1st Responders. We typically staff this event with to RBS certified Deputies to talk to children about boating safety. It is unknown whether this event will be held due to COVID 19 concerns.	Community Events

Vessel Dealer/Rental Site Visits

Dealers Targeted	Hours Spent Visiting	Comments	Type
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Professional Prevention Partners

Name of Partnering Orgs	Hours Planned Coordinating	Comments
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Media Plan

Campaign	Owned Media Posts	Earned Media Posts	Events	Comments
Operation Dry Water	4.00	4.00		When the pre-made materials are provided they will be posted to our Clallam County Sheriff's

				Office FACEBOOK page. Some of the messages will be released to the local media to be cast on local radio stations.
National Safe Boating Week	4.00	4.00		When the pre-made materials are provided they will be posted to our Clallam County Sheriff's Office FACEBOOK page. Some of the messages will be released to the local media to be cast on local radio stations.
Spring Aboard	4.00	4.00		When the pre-made materials are provided they will be posted to our Clallam County Sheriff's Office FACEBOOK page. Some of the messages will be released to the local media to be cast on local radio stations.
Paddle Safety Week	4.00	4.00		When the pre-made materials are provided they will be posted to our Clallam County Sheriff's Office FACEBOOK page. Some of the messages will be released to the local media to be cast on local radio stations.
Other (please describe)				

INSTRUCTOR INFORMATION

SAW ID	First Name	Last Name	Phone	Email	Development Complete?
	William	Cortani	360-460-4317	bill.cortani@clallamcountywa.gov	Yes

PREVENTION GOALS SUMMARY

Total Patrol Hour Goal: 300.00

Total Inspections Goal: 300.00

Count of State Approved Boater Education Classes Planned: 0.00

Sum of Hours for State Approved Boater Education Classes: 0.00

Sum of State Approved Boater Education Classes Planned Attendance: 0.00

Count of Community Events: 5.00

Sum of Community Events Hours: 97.00

Count of Presentations to Schools: 0.00

Sum of Presentation to Schools Hours: 0.00

Count of Presentations to Groups: 0.00

Sum of Presentations to Groups Hours: 0.00

Count of Dealer Visits Planned: 0.00

Sum of Dealer Visits Hours: 0.00

Count of Rental Sites Planned: 0.00

Sum of Rental Site Visits Hours: 0.00

Owned Media Posts: 16.00

Earned Media Posts: 16.00

Count of Partnering Organizations: 0.00

Sum of Partnering Organization Hours: 0.00

Printed On: November 20, 2023

ATTACHMENT B – ALLOWABLE COSTS & EXPENDITURES FOR STATE VESSEL REGISTRATION FEES & FEDERAL ASSISTANCE GRANTS



2023 Allowable Costs
& Expenditures.pdf



7
JAN 29 2024

AGENDA ITEM SUMMARY

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

Department: Sheriff

WORK SESSION ☒ **Meeting Date:** 1/29/24

REGULAR AGENDA ☒ **Meeting Date:** 2/6/24

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

Item summary:

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

Documents exempt from public disclosure attached: ☐

Executive summary:

Request that the Board call for a public hearing on the proposed surplus of assorted items currently in the possession of the Sheriff's Office. There are three vehicles, one vessel, and a quantity of grow light supplies being surplusd at this time. The department requests that the items be disposed of at public auction or used as trade.

Budgetary impact: The revenue from two vehicles and grow light supplies will be paid to OPNET with a portion to the State as per RCW. The revenue from the third vehicle and vessel will be returned to the general fund.

Recommended action: Approval by the BOCC

County Official signature & print name:  Brian King, Sheriff

Name of Employee/Stakeholder attending meeting: Beth Waknitz

Relevant Departments: Sheriff

Date submitted: 1/23/24

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

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



RESOLUTION _____, 2024

CALL FOR HEARING ON PROPOSED PROPERTY SURPLUS AND PUBLIC AUCTION

THE BOARD OF CLALLAM COUNTY COMMISSIONERS finds as follows:

1. The Sheriff's Office reports that the following items are surplus to their needs.
 - a. 1997 Chevrolet Astro, VIN 1GCDM19W6VB210195
 - b. 2009 Dodge Grand Caravan, VIN 2D8HN44E49R621344
 - c. 2006 Ford Medtec Ambulance, VIN 1FDSS34P36DA47371
 - d. 1986 Boston Whaler 18', HULL BWC6084CJ586
 - e. 1987 single axel boat trailer, to auction with item d
 - f. 2007 115 HP Evinrude outboard motor, to auction with item d
 - g. (73) assorted brand ballasts
 - h. (120) assorted brand ballast/light combinations
 - i. (5) assorted brand lights
 - j. (5) assorted cords/fans for use with lights
2. The Sheriff's Office desires to dispose of the items by sale at public auction.
3. The Board of Clallam County Commissioners has the responsibility to determine if it is in the best interest of the county and the people to surplus the items listed above as excess to their needs.
4. RCW 36.34.040 requires that the Board hold a public hearing to determine whether it is proper and advisable to dispose of the surplus property.

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

1. That a public hearing on the proposed disposal by sale at public auction to be held in the Commissioners' meeting room, 223 East 4th Street, Room 160, Port Angeles, Washington during their regular agenda session on February 13, 2024 at 10:30 a.m.

PASSED AND ADOPTED this _____ day of _____ 2024

BOARD OF CLALLAM COUNTY COMMISSIONERS

Mike French, Chair

Randy Johnson

ATTEST:

Loni Gores, Clerk of the Board

Mark Ozias

Publish: February 2 and February 6, 2024

Bill: Sheriff



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AGENDA ITEM SUMMARY JAN 29 2024

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

Department: BOCC

WORK SESSION ☒ **Meeting Date: 1-29-2024**

REGULAR AGENDA ☒ **Meeting Date: 2-6-2024**

Item summary:

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

Executive summary:

The Hearing Examiner conducts administrative and quasi-judicial hearings on appeals of departmental decision and a variety of land use permits requested within unincorporated areas of Clallam County and renders a decision. The Hearing Examiner is an independent contractor relationship. The Hearing Examiner functions in accordance with the policies and procedures set forth in Chapter 26.04, Clallam County Code, and Clallam County Administrative Policies 921, 922 and 923.

The Hearing Examiner shall be appointed and compensated by the Board of Clallam County Commissioners and shall serve at the pleasure of the Board.

On November 7, 2023 the Board of Commissioners called for request for proposals/qualifications for Hearing Examiner services to be submitted no later than Tuesday, December 5, 2023. One request for proposal/qualifications packet was received from Alexander Sidles with Sidles Law.

The Board of Commissioner discussed the Hearing Examiner vacancy and reviewed the request for proposal/qualifications submitted by Mr. Sidles in work session on January 22 and recommended moving forward with a contract to appoint Mr. Sidles as the Hearing Examiner

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?** ☐
Included in the 2024 Budget.

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

Approval of a Resolution to move forward with a contract with Alexander Sidles with idles Law for Hearing Examiner services in Clallam County.

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

Name of Employee/Stakeholder attending meeting: Board of Commissioners

Relevant Departments: Board of Commissioners

Date submitted: 1-23-24

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



RESOLUTION _____, 2024

APPOINTING A HEARING EXAMINER

THE BOARD OF CLALLAM COUNTY COMMISSIONERS finds as follows:

1. The Hearing Examiner is an independent contractor who conducts administrative and quasi-judicial hearings on a variety of land use permits requested within the unincorporated areas of Clallam County and on appeals of departmental decisions. The Hearing Examiner functions in accordance with the policies and procedures set forth in Chapter 26.04, Clallam County Code, and Clallam County Administrative Policies 921, 922, and 923.
2. Clallam County Charter, Section 5.25 establishes the Hearing Examiner system and gives the Board of Commissioners authority to determine "the qualifications, powers and duties of, and procedures to be employed by the hearing examiner."
3. Clallam County Code 26.04, Hearing Examiner, Section 26.04.020, states, "The Hearing Examiner shall be appointed and compensated by the Board of Clallam County Commissioners and shall serve at the pleasure of the Board."
4. On January 1, 2023, Clallam County contracted with Andrew Reeves, Managing Attorney of Sound Law Center to provide Hearing Examiner services on behalf of the County. Mr. Reeves contract expired effective June 30, 2023. Mr. Reeves notified Clallam County that he is not able to continue the Hearing Examiner duties.
5. On November 7, 2023, the Board of Commissioners solicited request for proposals/qualifications for Hearing Examiner services to be submitted no later than Tuesday, December 5, 2023. One request for proposal/qualifications packet was received from Alexander Sidles with Sidles Law.
6. Upon Review of the proposal, Mr. Sidles has served as contracted Hearing Examiner for at least twelve different jurisdictions, including Clallam County.
7. The Board of Commissioner discussed the Hearing Examiner vacancy and reviewed the request for proposal/qualifications submitted by Mr. Sidles in work session on January 22 and recommended moving forward with a contract to appoint Mr. Sidles as the Hearing Examiner.

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

1. Alexander Sidles with Sidles Law is appointed to serve as the Hearing Examiner.
2. This appointment is effective January 1, 2024.

PASSED AND ADOPTED this 6th day of February 2024

BOARD OF CLALLAM COUNTY COMMISSIONERS

Mike French, Chair

Randy Johnson

Mark Ozias

ATTEST:

Loni Gores, MMC, Clerk of the Board



AGENDA ITEM SUMMARY

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

9
JAN 29 2024

Department: BOCC

WORK SESSION ☒ **Meeting Date:** 01/29/24

REGULAR AGENDA ☐ **Meeting Date:**

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

Item summary:

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

Documents exempt from public disclosure attached: ☐

Executive summary: Housing Solutions Committee has created and is recommending approval by the BOCC Commissioner's an application for the allocation of 1406/1590 funding. The application is following recommendations of Clallam County Legal has gone through several reviews by the Housing Solutions Committee and was approved by the committee at their January 5th meeting.

Budgetary impact: there is a \$1.5 million budget for calendar year 2024.

Recommended action: Approval of Application

County Official signature & print name: Todd Mielke 

Name of Employee/Stakeholder attending meeting: Timothy Dalton, Housing Director

Relevant Departments: BOCC

Date submitted: 01/24/24

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

Signature	Date
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APPLICATION TIMELINE
CLALLAM COUNTY 2024 AFFORDABLE AND SUPPORTIVE HOUSING
FUNDING

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

Funding Available

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

2024 Allocation levels

1406	\$ 400,000
<u>1590</u>	<u>\$1,100,000</u>
Total Funding for 2024	\$1,500,000

**Please send an electronic pdf application to:
Housing and Grant Resource Director at
Timothy.dalton@clallamcountywa.gov**

For additional information contact
Timothy Dalton
Phone: 360.417.2478
Email: timothy.dalton@clallamcountywa.gov.

**2024 CLALLAM COUNTY
AFFORDABLE AND SUPPORTIVE PERMITTED USES
FOR HOUSING FUNDING REQUEST**

Permitted Uses of Funding under RCW 82.14.530 (1590):

A minimum of sixty percent of the moneys collected under this section must be used for the following purposes:

1. Constructing or acquiring affordable housing, which may include emergency, transitional, and supportive housing, and new units of affordable housing within an existing structure, and facilities providing housing-related services, or acquiring land for these purposes; or
2. Constructing or acquiring behavioral health-related facilities, or acquiring land for these purposes; or
3. Funding the operations and maintenance costs of new units of affordable housing and facilities where housing-related programs are provided, or newly constructed evaluation and treatment centers.

The affordable housing and facilities providing housing-related programs in (a)(i) of this subsection may only be provided to persons within any of the following population groups whose income is at or below sixty percent of the median income of the county imposing the tax:

1. Persons with behavioral health disabilities.
2. Veterans.
3. Senior citizens.
4. Persons who are homeless or at-risk of being homeless, including families with children.
5. Unaccompanied homeless youth or young adults.
6. Persons with disabilities.
7. Domestic violence survivors.

The remainder of the money collected under this section must be used for the operation, delivery, or evaluation of behavioral health treatment programs and services or housing-related services.

Permitted Uses of Funding under RCW 82.14.540(1406 Funding)

The moneys collected or bonds issued under this section may only be used for the following purposes:

1. Acquiring, rehabilitating, or constructing affordable housing, which may include new units of affordable housing within an existing structure or facilities providing supportive housing services under RCW [71.24.385](#) (Behavioral health administrative services and managed care organizations—Mental health and substance use disorder treatment programs—Development and design requirements).
2. Funding the operations and maintenance costs of new units of affordable or supportive housing; or
3. For providing rental assistance to tenants.
4. The housing and services provided pursuant to subsection (6) of this section may only be provided to persons whose income is at or below sixty percent of the median income of the county or city imposing the tax.

**2024 CLALLAM COUNTY
AFFORDABLE AND SUPPORTIVE NARRATIVE FOR GRANT PROPOSALS
HOUSING FUNDING REQUEST
Limited Narrative to five (5) pages**

Project Name:

Amount requested: \$

Funding Sources

1406 Funding ____

1590 Funding ____

1. Project Description

- A. Describe your project. Include what housing you will provide, and where housing will be delivered. Provide a timeline for implementation. Discuss how the goals of this project will affect housing in Clallam County.

2. Threshold Requirement

- A. What is the target population you intend to serve, and what is that populations' unmet need or gap in housing you propose to address? How many people in Clallam County need the housing you propose, and what method did you use to estimate that number? How many individuals within this target population will you house during the grant period?
- B. Is the project ready to use the funding now or are there actions to be taken before the project can begin? If so, what are those actions?
- C. Could the Project be split into phased if project cannot be fully funded?
- D. Is this funding being used to leverage additional funding and when will those funds be applied for and/or receive notice of award? Identify the sources for those requests and the status of the requests.

3. Impact of Funds

- A. Provide a **Budget Narrative** that is as comprehensive as possible outlining all proposed expenditures including labor and materials

- B. Does the project's budget incorporate all relevant Prevailing Wage requirements? Discuss how the applicability of state or federal prevailing wage rates were determined be explicit about what assumptions were made when determining wage rates.
- C. If the Washington State Department of Labor & Industries provided a determination of wage rates for this project, include documentation of the determination as an attachment.
- D. Describe the process used to solicit bids and select construction contractors (general and subcontractors), consultants, and other professional services to secure competitive fees.

Be sure that this process complies with the bidding and selection requirements of the project's proposed funding sources.

4. Organizational Capacity

- A. Provide a brief description of your internal governance and leadership structure.
- B. Provide a description of your basic managerial and fiscal structure including housing management, accounting, and internal controls. Summarize the results of your Agency's (or your unit of financial independence) most recent audit and/or administrative inspection. Include description of any disallowed costs, questioned costs and administrative findings. Explain your plan or response to any findings.

Applicants must submit one **copy of their most recent audit report**, including any "Management Letter" and/or all other correspondence referred to in the audit report, along with the applicant's response to the audit and corrective action plan, if any. If an applicant has not been audited within the last two (2) years, a certified "Current Financial Statement" must be submitted in lieu of an audit report.

- C. Provide evidence and examples of similar projects implemented and managed which demonstrates the ability of the organization to successfully implement and manage publicly funded projects in a timely manner, within budget, and consistent with funding requirements.
- D. Provide a complete list of staff positions for the project, including the project manager and other key personnel, showing the role of each and their level of effort and qualifications.

- E. If this is a collaborative project, identify the other partners involved, their role, and your role. If you are partnering with another agency/agencies, *attach their letter of commitment*.

Selection Criteria

We will rank all, responses according to the criteria and weights described below:

Evaluation	Max Points
A. Approach – Completeness of Proposal and Readiness	5
B. Impact	10
C. Budget – Feasible Financial Plan	5
TOTAL	20

Submission Requirements

All proposals must include the following elements. We reserve the right to disqualify any incomplete proposals.

A. Approach – Completeness of Proposal and Readiness (5 Points)

Your application should describe how you will approach this assignment and complete the purpose of the proposal.

The proposal will be evaluated based on the clarity of proposal, completeness of the submission including required certifications and documentation and readiness to begin the Program or Project if funding is awarded.

The proposal should describe:

- The timeline for the project and immediacy of the need for the funds.
- The components still require to be secured before the project is shovel ready.
- The plan for any unfunded components.
- If funds are awarded, the construction start date.
- Whether the Project could be scaled (include the per unit cost of the Project).

B. Impact (10 Points)

- Is this project in the Housing Solutions Committee's current Project Pipeline, if not how does it contribute to positive movement in County's Housing Continuum.
- What other funds, donors, or community support are involved with the project? Will these funds be used to leverage other funds? Identify other sources of funds that would be leveraged.
- How many new units will be brought online. How many existing units will be preserved?

- How many individuals will be served by these funds?

Will these funds serve any special populations such as seniors or domestic violence survivors?

C. Budget - A Feasible Financial Plan (5 Points)

Please provide the following if applicable:

- Program or Project Budget which includes a complete breakdown of all funding sources already received or committed for this project.
- Current operating budget for the organization requesting funding.
 - Operating Pro Forma for ten years.

Operating Pro Forma Details

Project Name

Operating Expense Estimates

Operating Expenses- Yearly Estimates

Management - On-site	
Management - Off-site	
Accounting	
Legal Services	
Insurance	
Real Estate Taxes	
Marketing	
Security	
Maintenance and janitorial	
Decorating/Turnover	
Contract Repairs	
Landscaping	
Pest Control	
Fire Safety	
Elevator	
Water & Sewer	
Garbage Removal	
Electric	
Oil/Gas/Other	
Telephone	
Other (identify and include cost estimate for each)	

Reserves-

Replacement Reserve

Operating Reserve

10
JAN 29 2024



AGENDA ITEM SUMMARY

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

Department: BOCC

WORK SESSION ☒ Meeting Date: 01/29/24

REGULAR AGENDA ☒ Meeting Date: 2/6/24

Required originals approved and attached? ☒

Will be provided on:

Item summary:

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

Documents exempt from public disclosure attached: ☐

Executive summary: Grant Application request for Coordinating Low-Income Housing Planning (CLIHP) in conjunction with the 2025 GMA Comprehensive Plan. This grant is in partnership with Serenity House of Clallam County and the 5-year Homeless Plan for those Clallam County Citizens at or below 50% of AMI.

Budgetary impact: None at this time

Recommended action: Approve Grant Application and Letter of Commitment

County Official signature & print name: Todd Mielke 

Name of Employee/Stakeholder attending meeting: Timothy Dalton

Relevant Departments: BOCC

Date submitted: 01/17/24

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

Clallam County

Grant Application Information

DEPARTMENT: **BOCC**

DATE SUBMITTED TO W/S: **01/24/24**

GRANT NAME: **Coordinating Low Income Housing Planning Grant**

APPLICATION DEADLINE: **02/16/24**

ISSUING AGENCY: **Department of Commerce**

IS THIS A RENEWAL? **No**

LENGTH OF GRANT: **16 months**

RENEWAL POSSIBLE? **No**

TOTAL AWARD: **Up to \$50,000**

ANNUAL AMOUNT : **25,000/fiscal yr**

MATCH REQUIRED? **No**

MATCH AMOUNT: **\$0**

DESCRIPTION OF GRANT AND PURPOSE:

The grant is a Coordinating Low-Income Housing planning grant to support coordination of land use planning and homeless service planning for GMA and Comprehensive Planning and to better plan for our county's housing needs to support low-income household 50% of AMI or less and develop policies and regulation that allow and encourage housing and reduce unsheltered homelessness.

EXPLAIN HOW THIS GRANT WILL BE USED FOR THE GOOD OF CLALLAM COUNTY CITIZENS:

This grant will assist in creating housing needs assessment throughout the entire county encompassing the three major cities while working to create policies for Clallam County Comprehensive plan.

DOES THE GRANT ACTIVITY FURTHER THE DEPARTMENT'S MISSION OR CORE FUNCTIONS? HAS IT BEEN A PART OF LONG TERM DEPARTMENT OR COUNTY GOALS?

Yes. Clallam County faces a serious housing crisis from 0-50% of AMI which has been identified as one of the greatest challenges this grant will allow the Clallam County Housing Solutions Committee to implement a number of housing policies into the Comprehensive Plan to assist with future grant funding.

DOES THE GRANT ACTIVITY INCREASE AN EXISTING SERVICE OR ADD A NEW SERVICE? TO WHAT DEGREE? IF THE GRANT WERE NOT AVAILABLE, WOULD THE SERVICE HAVE BEEN NECESSARY?

This is the goal of this grant to increase the existing service of helping local organizations with applying for state and federal funding and showing regional support for the mission of increasing housing for all in Clallam County.

WHAT MEASUREMENTS (PERFORMANCE MEASURES) WILL BE USED TO EVALUATE THE SUCCESS OF THE ACTIVITIES PROVIDED BY THE GRANT? WILL PERFORMANCE MEASURES BE DEVELOPED?

This grant will be split into three deliverable goals between March of 2024 and June of 2025. The grant will include three goals:

1. Grant Objective: Coordinating 5-year homelessness plan with Growth Management Act (GMA) comprehensive plan so they have consistent policies and data

2. Develop coordinated countywide planning policies and allocations of projected housing needs for comprehensive plans to be used as a foundation for the comprehensive plan, consolidated plan, and 5-year homelessness plan

3. Grant Objective: Adopt development regulations to allow supportive housing types in more areas of each jurisdiction to enable the future development of housing to meet the lowest income housing needs

DOES THE GRANT ACTIVITY CREATE A NEW SERVICE OR LEVEL OF SERVICE WHICH IS EXPECTED TO BE CONTINUED FROM LOCAL FUNDING AT THE END OF THE GRANT PERIOD?

No

IF MATCHING FUNDS ARE REQUIRED, WHERE WILL THEY COME FROM? DOES THE DEPARTMENT HAVE EXISTING RESOURCES TO COVER MATCH REQUIREMENTS? FROM WHERE?

No match requirements.

WILL THE ACTIVITY IN THIS GRANT HAVE IMPACTS ON OTHER DEPARTMENTS? HAS THIS BEEN DISCUSSED? DO OTHER DEPARTMENTS HAVE SUFFICIENT RESOURCES TO DEAL WITH ADDITIONAL IMPACTS?

Yes, this grant has the ability to provide a positive benefit to assist Department of Community Development in the work they are doing on the 2025 Comprehensive plans by eliminating a section of housing for the population 50% AMI or less.

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

No

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

Yes

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

Yes. If this grant is not received this work will either fall to Department of Community Development or their consultant.

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

No

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

No

WHAT BUDGET CHANGES ARE NECESSARY? INCLUDE REVENUES AND EXPENDITURES.

If fully funded, this grant will add up to \$50,000 in Housing Solutions Committee budget to the County budget between March 1, 2024 to June 30, 2025. Expenditures will not exceed revenues.

OTHER COMMENTS

ELECTED OFFICIAL/DEPARTMENT HEAD SIGNATURE

Todd Mielke, ADMINISTRATOR

APPROVAL

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



Board of Clallam County Commissioners

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

Email: commissioners@clallamcountywa.gov

MARK OZIAS, District 1

RANDY JOHNSON, District 2

MIKE FRENCH, District 3, Chair

TODD MIELKE, County Administrator

January 29, 2024

Washington State Department of Commerce
1011 Plum Street SE
P.O. Box 42525
Olympia, WA 98504-2525

Attn: Laura Hodgson

RE: Letter of Commitment

Dear Ms. Hodgson

We, the Board of County Commissioners for Clallam County do authorize the propose attached scope of work and budget request for grant funding to coordinate local low-income housing planning efforts. We recognize this grant requires coordination between Clallam County and a non-profit provider of affordable housing and/or homeless housing or services and we have engaged and are submitting this application with them.

We have engaged and notified our emergency housing shelter, Sharon Maggard, Executive Director, Serenity House of Clallam County, of our intention to work with them on these grant activities. We propose to use the grant funds to use a consultant for evaluating and creating policies. We are committed to completing this work by June 15, 2025 and have the available resources and staff to support his work if we are awarded the grant funds. Our proposed timeline for this work is included in the attached scope of work.

We also understand that the GMA requires us to adopt policies and regulations to plan for and accommodate all housing needs. These policies and regulations, informed by this grant work, will

be considered and adopted as part of our scheduled periodic review update to our comprehensive plan deadline which is June of 2025.

We are proposing a three goal objectives for this grant deliverable:

1. Coordinating 5-year homelessness plan with Growth Management Act (GMA) comprehensive plan so they have consistent policies and data
2. Develop coordinated countywide planning policies and allocations of projected housing needs for comprehensive plans to be used as a foundation for the comprehensive plan, and 5-year homelessness plan
3. Adopt development regulations to allow supportive housing types in more areas of each jurisdiction to enable the future development of housing to meet the lowest income housing needs

We respectfully request your favorable consideration of this grant application which will allow the Clallam County to utilize a collaborative, whole community approach to develop an enduring comprehensive strategy to address the serious climate vulnerabilities in our communities.

Sincerely,

BOARD OF CLALLAM COUNTY COMMISSIONERS

Mark Ozias

Randy Johnson

Mike French, Chair

Grant Objective 1: coordinating 5-year Houseless Plan with Growth Management Act comprehensive plan so they are consistent policies and data

	Description	Responsible	Start Date	End Date
1.1	Identify overlapping pieces of comprehensive plan and 5-year homelessness plans to coordinate and align	Staff	Mar-24	May-24
1.2	Identify parties to connect with on the grant work (groups or organizations to provide data or who participate in the system), their contact information and their role in the work. Refine timeline for activities, coordinate meeting dates and objectives, identify sources of information, and contract with contractors as needed.	Staff/HSC/ Homelessness Taskforce/consultant	Mar-24	Apr-24
Deliverable 1		Project workplan for Grant funds due		Staff May-24

2.1	Coordinate Meetings	Staff/consultant	March 24	Jun-25
Deliverable 2		Meeting agendas, attendee lists, and notes from coordination meetings to date, as well as schedule for future meetings		Staff/consultant Jun-25

3.1	Develop coordinated strategic policies for comprehensive plan and 5-year homelessness plan	Consultant	Jul-24	Nov-24
3.2	Identify baseline existing conditions data to include in plans	Consultant	Jul-24	Nov-24
3.3	Identify future priorities to include in plans	Consultant	Nov-24	Mar-25
Deliverable 3		Draft coordinated data and policy pieces for comprehensive plans and 5-year homelessness plan		Consultant Mar-25

Grant Objective 2: Develop coordinated countywide planning policies and allocations of projected housing needs for comprehensive plans to be used as a foundation for 5-year homelessness plan				
4.1	Gather land capacity information for each jurisdiction	Staff/HSC/Consultant	Mar-24	Mar-24
4.2	Research allocation methodologies from other jurisdictions	Consultant	Mar-24	Mar-24
4.3	Discuss and revise countywide planning policies	Consultant/DCD	Mar-24	Apr-24
4.4	Discuss and decide on countywide housing needs allocation		Apr-24	Jun-24
Deliverable 4	Agreement on countywide planning policies and housing needs allocation (formal adoption to follow with annual update, data to be included in 5-year homelessness plan)	HSC/Consultant/BOCC	June 15 2024	

Grant Objective 3: Adopt development regulations to allow supportive housing types in more areas of each jurisdiction to enable the future development of housing to meet the lowest income housing needs				
5.1	Research Commerce's guidance on regulating supportive housing types	Consultant	Jul-24	Sep-24
5.2	Draft regulations on supportive housing types	Consultant	Sep-24	Nov-24
5.3	Public hearing sessions on supportive housing regulations	Staff/Consultant	Dec-25	Feb-25
Deliverable 5	Adopted regulations to allow supportive housing consistent with RCW 35A.21.430, RCW 35.21.683, and RCW 36.70A.070(2)(c)	BOCC	Apr-25	May-25

Deliverable	Deliverable Due Date	Commerce funds SFY 2024	Commerce Funds SFY 2025
Deliverable 1: Project plan, including outline of materials and policies requiring coordination for comprehensive plan, consolidated plan, and 5-year homelessness plan	May 15 2024	\$ 10,000.00	
Deliverable 4: Agreement on countywide planning policies and housing needs allocations	June 15, 2024	\$ 15,000.00	
Deliverable 2: Meeting agendas, attendee list, and notes from coordination meetings	June 15, 2025		\$ 2,500
Deliverable 3: Draft coordinated data and policy pieces for comprehensive plan, consolidated plan, and 5-year homelessness plan	March 15 2025		\$ 12,500
Deliverable 5: Adopted regulations to allow supportive housing consistent with RCW 35A.21.430, RCW 35.21.683, and RCW 36.70A.070(2)(c)	April 30, 2025		\$ 10,000
Total		\$ 25,000.00	\$ 25,000

Coordinating Low-income Housing Planning (CLIHP) Grant Instructions 2023-2025

**GROWTH MANAGEMENT
SERVICES**

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Grant Overview

The Department of Commerce (Commerce) has identified that Washington state will need 1.1 million more housing units by 2044 to meet our future housing needs, and half of that need is for the lowest income housing segments, or those earning below 50% of area median income (AMI). In addition, there is a projected need of 91,000 emergency housing beds by 2044.¹

Over the next few years, local governments will update their comprehensive plans under the Growth Management Act (GMA). For the first time, local governments will need to plan for housing for all income levels, and for permanent supportive housing and emergency housing.²

Based on this significant housing need and this new planning framework, it is important that land use planners engage with emergency housing professionals to plan for and accommodate housing affordable to all incomes. Similarly, affordable housing and emergency housing professionals will be contributing to updates of Housing and Urban Development (HUD) Consolidated Plans and/or their county's 5-year homelessness plans by 2025, and coordination with land use planning will be beneficial.

To meet these housing needs, significant planning and coordination across sectors and disciplines is needed. This new Coordinating Low-income Housing Planning (CLIHP) grant will support coordinated regional planning efforts through grants to local governments as they embark on this work.

Grant Objectives

- Support coordination of land use planning and homeless service planning to better plan for our state's housing needs as both disciplines update their planning documents.
- Support counties and cities to work together to coordinate resources and plan for their lowest income housing needs through their upcoming comprehensive plans, consolidated plans, homelessness plans, and other efforts.
- Incentivize jurisdictions to develop policies and regulations that allow and encourage housing that supports our lowest income households and reduces unsheltered homelessness.

Eligible Grant Activities

The following activities are eligible for funding up to \$25,000. A minimum of one of the following required activities must be completed.

- For counties that have a HUD Consolidated Plan (5 counties) -- coordinate HUD Consolidated Plans and 5-year homelessness plans with Growth Management Act (GMA) comprehensive plans so they have consistent policies and data as they all are updated over the next few years.
- For Balance of State jurisdictions³ – coordinate planning of 5-year homelessness plans with GMA comprehensive plans so they have consistent policies and data.

¹ By comparison, we have approximately 3 million homes in Washington today and about 15,150 emergency housing beds in the Washington Housing Inventory Count as of early 2023.

² See Definitions at the end of this document for explanation of terms.

³ See <https://deptofcommerce.box.com/s/sxe8ml6qkrj1p1c4qkkbcq86ow8wxr9s> for "balance of state" jurisdictions.

- Develop countywide planning policies that support planning for the lowest income housing needs and allocations of countywide housing needs to individual jurisdictions, including allocation of emergency housing and permanent supportive housing (PSH) needs.
- Coordinate conversations and resource sharing between counties and cities on affordable housing and homelessness planning.
- Other activities related to implementing grant objectives, as approved by Commerce.

In addition to the above eligible activities, jurisdictions may apply for up to \$25,000 in additional funds for more of the above activities and/or one or more of the following optional activities so long as the work benefits all eligible jurisdictions on the application:

- Updating development regulations to allow emergency housing and shelters, PSH and transitional housing in more areas, consistent with [RCW 35A.21.430](#), [RCW 35.21.683](#), and [RCW 36.70A.070\(2\)\(c\)](#).
- Community planning and implementation of land use incentives and regulatory changes to encourage development of more affordable housing types, particularly those for households below 50% of area median income (e.g., adoption of regulations to reduce parking requirements, create proportional impact fees or system development charges that encourage smaller more affordable units, allow single-room occupancy housing, etc. or to allow bonus densities for affordable housing development).

Grant Funding Criteria and Amounts

Grant Eligibility

Grants are available to a **county or a city** planning department, or a **county or city** homeless housing lead or similar designated official or department (i.e., local government).⁴ **A non-profit organization may lead the work, but it must be sponsored by a city or a county which would contract with Commerce.**

Grants applicants **must** partner with others in one of the following ways:

- Counties in coordination with one of the two biggest cities,
- A city in coordination with the county, or
- A county or city in coordination with one or more non-profit providers of affordable housing and/or homeless housing or services.

Commerce will award no more than one grant per county, so applicants are encouraged to work together.

Grants are available to both fully planning GMA counties/cities and partially planning GMA counties/cities.⁵

Note that in addition to the above grant application partnerships, a letter of commitment from an elected official is required for the grant application to be deemed complete. See "Letter of Commitment" section below.

⁴ Local non-profit housing or homelessness providers that are not part of a county or city local government are not eligible to be the direct recipient of grant funds, but may partner with a county or city on the grant application and may be a sub-recipient of grant funds from the county or city.

⁵ For a map of fully planning and partially planning counties/cities, see the map on [Commerce's Periodic Update webpage](#). Those counties with stars are partially planning; the remainder are fully planning.

Grant Amounts

One million dollars of funding is available through this grant program, split equally between the two-year biennium. This grant is funded with State General Funds.

Up to \$25,000 in funding is available for one or more of the required eligible activities, and up to \$25,000 of additional funding is available to complete more of the required or optional activities.

Based on the funds available in each state fiscal year, no more than \$25,000 will be awarded to any applicant per state fiscal year.⁶ Funds awarded for each fiscal year must be spent within the fiscal year allotted.

Through the scope of work (SOW) and budget, applicants should indicate what eligible grant activities they propose to do, how much funds are needed for each activity, and a proposed schedule for performing the work and submitting deliverables. Commerce will work with awarded applicants to determine how much funding can be awarded in each fiscal year based on the number of applications and the required fiscal split of the overall grant funds. Given that there is less time to do work in state fiscal year (SFY) 2024, grantees may be more likely to get more funding if they can complete work in SFY 2024.

Grant Deliverables

This grant is a deliverable-based grant, therefore funds will be reimbursed based on receiving the deliverables identified in the scope of work.

Grant Prioritization

Commerce will prioritize grant applications (one per county or planning region) based on the following criteria and guidelines:

- The counties with the highest overall percentage of people whose income is below poverty level (see [this Excel file](#)).
- The counties with the highest overall percentage of future housing needs below 80% of Area Median Income (AMI) as determined by the Department of Commerce in their Housing for All Planning Tool (HAPT) using medium population projections provided by the Office of Financial Management (see [this Excel file](#)).
- Complete proposals and "Additional Evaluation Criteria" included in the application (see the next page for these instructions).
- Funding as many complete county/city applicants as possible.

Grantees with the highest ranking of the first three criteria above will be awarded up to \$25,000 in funds until one completed application from each county (or planning region) is funded or the \$500,000 allocated for grants in each fiscal year is reached. After all eligible grantees receive the base \$25,000 award, and if additional fiscal year grant funds remain, applicants will be eligible for up to \$25,000 in additional funds based on the same ranking criteria.

⁶ State fiscal years run July 1st through June 30th, so State Fiscal Year 2024 (SFY 2024) runs July 1, 2023 through June 30, 2024 and SFY 2025 runs July 1, 2024 through June 30, 2025.

Additional Evaluation Criteria

All grant applications will be reviewed against the following evaluation criteria.

- **Readiness to Proceed: (To be included in cover letter or at the end of the Scope of Work table)**

How ready are the applicants to complete this project in a timely manner? Please describe your plan to initiate and complete the project by June 15, 2025.

If known, identify the key staff or consultants who will be implementing the project along with their history regarding their ability to successfully complete grant projects. Please indicate if you plan to hire a consultant but have not started the process.

- **Local Commitment to the Project: (To be included in cover letter or attachment to cover letter):**

Indicate the level and type of support that the appropriate legislative body(s) will provide to the project. For example, include the amount of staff time, resources, and/or funding that is committed to the project, as well as other funding and “in-kind” support.

- **Scope of Work: (To be addressed at the end of the Scope of Work and Project Schedule table)**

Explain why you selected the actions and deliverables in your scope of work. Grant award amounts will consider the level of effort involved in the scope of work. (e.g., Jurisdictions who propose one meeting or minimal work to complete grant deliverables may receive lower award amounts than a jurisdiction with a wider scope of work that seeks funding to hold multiple coordination meetings or complete more extensive work to develop policies and gather information.)

- **Proposed Budget:**

As presented in the Proposed Budget/Financial Information table (no narrative required).

Interaction with other Grants

If you have applied, or intend to apply, for other grants from Commerce, such as periodic update grants (PUG), the agency cannot pay for the same work item more than once. *If similar or overlapping activities are in more than one grant, the work items must be carefully defined so they do not duplicate work paid for by another Commerce grant or another source of state funding.*

Grant Timeline

- January 11, 2024: Grant applications available on the Growth Management grants website: <https://www.commerce.wa.gov/serving-communities/growth-management/growth-management-grants/>
- January 23, 2024, from 3 to 4 pm: Pre-application Zoom conference about the grant. [Use this link](#) to register for the pre-application Zoom conference and an email will be sent to you will access information.
- **February 16, 2024 at 5:00 pm: Grant application due to Commerce for first review.** Submit completed applications to gmsggrants@commerce.wa.gov.
 - ***Applications will continue to be received through March 29, 2024, but applications received by February 16th will receive first priority for funds.***

- February 27, 2024: First awards announced. Award letters indicate that work may proceed as the contract is developed and executed.
- June 30, 2024: Deadline for spending contracted funds for first portion of grant (fiscal year 2024 funds). Unspent fiscal year 2024 funds do not rollover.
- June 15, 2025: Final grant deliverables and invoices for second portion of grant (fiscal year 2025 funds) must be submitted to Commerce.

Completing the Grant Application Form

Summary Page

Provide the name of your agency and your partners for this application (see "Grant Eligibility" above), contact information for the point person for this application, and total grant funding requested (max award: \$50,000). Indicate which eligible activities you are requesting funding for.

Jurisdiction Information

Complete the requested fields with all applicants' information. Submit a separate "applicant information page" for each applicant partner (county, city, non-profit). Indicate which entity is the lead for purposes of administering the grant.

Unified Business Identifier (UBI) Number: For entities in Washington state, the 9-digit Unified Business Identifier (UBI) is assigned for doing business in Washington state. It is written as "____-____-____." Your accounting/finance officer should provide this number or you can search for it here: [Washington State Department of Revenue](#).

Statewide Vendor (SWV) Number: This is a nine digit number assigned by the state to your jurisdiction or organization in order for direct deposit/EFT payments. It is typically written as "SWV xxxxxxxx-xx." Your accounting/finance officer should provide this number. Contact us for more information.

Authorized Official: Please provide the name and title of the official authorized to sign the grant agreement on behalf of the lead jurisdiction. Usually this is the Chair of the County Commission or County Council (for a county) or the Mayor or City Manager (for a city). However, it may be a designated administrative officer, such as the department director, depending on your jurisdiction's policies and governance structure. Please provide the name and title as it should appear under the grant agreement signature line.

Additional Grant Information

Homeless Coalition Partner: Please identify the homeless coalition partner to be involved in your planning grant work and their contact information. This may be a local county human services or housing agency, Continuum of Care (CoC) provider, or other lead non-profit coordinating homeless services and planning in the county/city. Indicate when and how you notified them that you would be applying for this grant. It is encouraged (but not required) that a letter or email from the organization be provided showing their support of this grant work.

Direct Funding or Technical Assistance: Commerce has the opportunity to provide grant support directly through funding or by contracting with a consultant who would be reimbursed directly from Commerce to provide support for eligible activities. Please indicate your preference for receiving direct support. Note that the

ability of Commerce to provide direct technical assistance via a consultant would depend on the number of interested jurisdictions, timeline for contracting, and availability of consultants.

Scope of Work and Project Schedule

The application shall include a scope of work (SOW) with clear deliverables and a project schedule. This is a performance-based contract, therefore counties or cities will be paid upon satisfactory completion of deliverables rather than hours spent working on the project. Please note this is different than how some consultants currently contract with cities or counties.

The SOW should be itemized into grant objectives, steps and deliverables as explained below. Unless otherwise noted, each of the parts below should have a start and end date. If only a month and year are given, we will assume that the estimated start date is the first day of the first month and the estimated end date is the last day of the last month.

- **“Grant Objectives”** refer to the components of the project (i.e., eligible activities). They are provided as an organizing element within the scope of work, as shown below.
- **“Steps”** are the work activities that this particular portion of the project entails. Steps need an estimated end date. Start dates are optional.
- **“Deliverables”** are the final products that the grant and/or portion of the grant will generate. The applicant will need to deliver these products by the dates indicated in the “End Date” column. Start dates are not needed for deliverables, as the start date is the start of the first step leading to the deliverable.

An example scope of work is included below, **please note the example is for illustrative purposes only.**

When developing your SOW, please be aware that:

- The SOW in the grant application will be used to develop a contract agreement if the grant is awarded.
- **You are likely to receive more funds if half of the deliverables are completed by June 30, 2024, and the other half are completed between July 1, 2024 and June 15, 2025.**
- Applicants are not limited to the number of lines represented on the grant application form. Add additional lines as needed.
- If a grant objective is currently in progress at the time you are applying for this funding, clearly document progress to date and detail the tasks that will be carried out using grant funds. Grant funds may be used for any tasks occurring after July 1, 2023.
- The final due date for any deliverable must be no later than June 15, 2025.

Example Scope of Work

NOTE: The Example Scope of Work below is provided as a guide and should be tailored to each individual jurisdiction's plans.

Grant Objective: Coordinating HUD consolidated plan and 5-year homelessness plan with Growth Management Act (GMA) comprehensive plan so they have consistent policies and data			
Action/Steps/ Deliverables	Description	Start Date	End Date
Step 1.1	Identify overlapping pieces of comprehensive plan, consolidated plan, and 5-year homelessness plans to coordinate and align.	March 2024	May 2024

Step 1.2	Identify parties to connect with on the grant work (groups or organizations to provide data or who participate in the system), their contact information and their role in the work. Refine timeline for activities, coordinate meeting dates and objectives, identify sources of information, and contract with contractors as needed.	March 2024	April 2024
Deliverable 1	Project plan for grant funds		May 15, 2024
Step 2.1	Coordination meetings	April 2023	June 2024
Deliverable 2	Meeting agendas, attendee lists, and notes from coordination meetings to date, as well as schedule for future meetings		June 15, 2025
Step 3.1	Develop coordinated strategic policies for comprehensive plan, consolidated plan and 5-year homelessness plan	July 2024	November 2024
Step 3.2	Identify baseline existing conditions data to include in plans	July 2024	November 2024
Step 3.3	Identify future priorities to include in plans	November 2024	March 2025
Deliverable 3	Draft coordinated data and policy pieces for comprehensive plans, consolidated plan, and 5-year homelessness plan		March 15, 2025

Grant Objective: Develop coordinated countywide planning policies and allocations of projected housing needs for comprehensive plans to be used as a foundation for the comprehensive plan, consolidated plan, and 5-year homelessness plan

Step 4.1	Gather land capacity information for each jurisdiction	March 2024	March 2024
Step 4.2	Research allocation methodologies from other jurisdictions	March 2024	March 2024
Step 4.3	Discuss and revise countywide planning policies	March 2024	April 2024
Step 4.4	Discuss and decide on countywide housing needs allocation	April 2024	June 2024
Deliverable 4	Agreement on countywide planning policies and housing needs allocation (formal adoption to follow with annual update, data to be included in consolidated plan and 5-year homelessness plan)		June 15, 2024

Grant Objective: Adopt development regulations to allow supportive housing types in more areas of each jurisdiction to enable the future development of housing to meet the lowest income housing needs

Step 5.1	Research Commerce's guidance on regulating supportive housing types	July 2024	August 2024
Step 5.2	Draft regulations on supportive housing types	September 2024	November 2024
Step 5.3	Public hearing sessions on supportive housing regulations	December 2024	February 2025
Deliverable 5	Adopted regulations to allow supportive housing consistent with RCW 35A.21.430, RCW 35.21.683, and RCW 36.70A.070(2)(c)		April 30, 2025

Scope of Work Narrative: For each grant objective, please explain why you selected the deliverables in your scope of work and your readiness to proceed with this work.

Budget and Financial Information

In the budget table, provide detailed information about the project's cost by assigning a cost to each deliverable in the scope of work. Commerce recommends the budget for each deliverable be based on the level of effort and expenses estimated by all parties participating in the work. If a grant is awarded, budget amounts can be adjusted before the final contract agreement is executed to align with consultant expenses (if applicable) or updated information.

Sample Budget to Match SOW Above

NOTE: The example budget below is provided for general format assistance only.

Deliverables	Deliverable Due Date	Commerce Funds SFY 2024	Commerce Funds SFY 2025
Deliverable 1: Project plan, including outline of materials and policies requiring coordination for comprehensive plan, consolidated plan, and 5-year homelessness plan	May 15, 2024	\$10,000	
Deliverable 2: Meeting agendas, attendee list, and notes from coordination meetings	June 15, 2025		\$ 2,500
Deliverable 3: Draft coordinated data and policy pieces for comprehensive plan, consolidated plan, and 5-year homelessness plan	March 15, 2025		\$12,500
Deliverable 4: Agreement on countywide planning policies and housing needs allocations	June 15, 2024	\$15,000	
Deliverable 5: Adopted regulations to allow supportive housing consistent with RCW 35A.21.430, RCW 35.21.683, and RCW 36.70A.070(2)(c)	April 30, 2025		\$10,000
Total:		\$25,000	\$25,000

Letter of Commitment

Authorizing Official Letter

A letter of commitment from the Chair of the county commission or county council, the mayor, city manager, or other authorized official should accompany the completed application form. The letter should include the following language or similar language as modified to your specific grant proposal:

I, [NAME AND POSITION IN COUNTY OR CITY], authorize the [COUNTY/CITY] to propose the attached scope of work and budget request for grant funding to coordinate local low-income housing planning efforts. We recognize this grant requires coordination between counties and cities and we have engaged and submit this application with [NAME OF COUNTY OR CITY PARTNER]. We have also engaged and notified our emergency housing planning lead, [NAME AND TITLE OF PERSON AT LOCAL HOMELESSNESS ORGANIZATION OR AGENCY], of our intention to work with them on these grant activities.

We propose to use the grant funds to [REQUESTED ELIGIBLE ACTION]. We commit to completing this work by June 15, 2025 and have the available resources and staff to support this work if we are awarded the grant funds.

Our proposed timeline for this work is included in the attached scope of work. [PROVIDE ANY OTHER INFORMATION ON READINESS.]

[IF A FULLY PLANNING COUNTY...] We also understand that the GMA requires us to adopt policies and regulations to plan for and accommodate all housing needs. These policies and regulations, informed by this grant work, will be considered and adopted as part of our scheduled periodic review update to our comprehensive plan deadline.

Application Format and Submittal Requirements

The application form should be submitted in Microsoft Word so that it can easily be turned into a contract agreement if selected. Any additional application materials (letters of commitment, cover letter, etc.) should be 15 pages or less. The letter of commitment should be scanned and attached, or have a scanned signature of the elected or appointed individual within the organization authorized to sign this letter. The letter of commitment may be submitted after the application deadline, but must be received before the grant award. Please include a note in your application email when the letter of commitment will be submitted if not included initially.

For more information, please contact:

Laura Hodgson, Housing Planning and Data Manager, laura.hodgson@commerce.wa.gov

Definitions

- **"5-year homelessness plans"** are state-required data-driven plans that aim to reduce homelessness.
- **"Comprehensive Plans"** are the policy tool that local governments use to plan for the next twenty years of growth, and are defined as "a generalized coordinated land use policy statement of the governing body of a county or city" that is adopted pursuant to RCW Chapter 36. (RCW 36.70A.030(8)).
- **"Consolidated Plans"** are HUD-required plans to help local jurisdictions assess their affordable housing and community development needs and to make data-driven investment decisions.
- **"Emergency housing"** means temporary indoor accommodations for individuals or families who are homeless or at imminent risk of becoming homeless that is intended to address the basic health, food, clothing, and personal hygiene needs of individuals or families. Emergency housing may or may not require occupants to enter into a lease or an occupancy agreement. (RCW 36.70A.030(14))
- **"Emergency shelters"** means a facility that provides a temporary shelter for individuals or families who are currently homeless. Emergency shelter may not require occupants to enter into a lease or an occupancy

agreement. Emergency shelter facilities may include day and warming centers that do not provide overnight accommodations. (RCW 36.70A.030(15))

- **"Permanent supportive housing"** means subsidized, leased housing with no limit on length of stay that prioritizes people who need comprehensive support services to retain tenancy and utilizes admissions practices designed to use lower barriers to entry than would be typical for other subsidized or unsubsidized rental housing, especially related to rental history, criminal history, and personal behaviors. Permanent supportive housing is paired with on-site or off-site voluntary services designed to support a person living with a complex and disabling behavioral health or physical health condition who was experiencing homelessness or was at imminent risk of homelessness prior to moving into housing to retain their housing and be a successful tenant in a housing arrangement, improve the resident's health status, and connect the resident of the housing with community-based health care, treatment, or employment services. Permanent supportive housing is subject to all of the rights and responsibilities defined in chapter 59.18 RCW. (RCW 36.70A.030(31))
- **"Supportive housing types"** means emergency housing, emergency shelters, permanent supportive housing and transitional housing.
- **"Transitional housing"** means a project that provides housing and supportive services to homeless persons or families for up to two years and that has as its purpose facilitating the movement of homeless persons and families into independent living. (RCW 84.36.043(3)(c))

Other Helpful Resources

Commerce has a variety of materials available.

Growth Management / Comprehensive Plan Resources

- Resources on the [comprehensive planning process](#), including a video on [comprehensive planning basics](#)
- Information on the [updates required for housing planning](#), including a video on:
 - How much housing each jurisdiction should plan for across all income brackets ([Vimeo starting at 10:33](#))
 - How local jurisdictions can work together to decide where growth should go within a county ([Vimeo starting at 18:29](#))
- Communications [videos and presentations on housing topics \(bottom of page\)](#):
 - Why we need more housing ([video](#), [presentation](#))
 - Housing Washingtonians with a variety of housing types ([video](#), [presentation](#))
 - Planning for the homeless and lowest income bracket ([video](#), [presentation](#))
- [Supportive Housing Types Review Checklist](#) - helps local governments review and prepare development codes that regulate the supportive housing types listed in HB 1220 (laws of 2021).
- Supportive Housing Types [Presentation \(PPT\)](#) and [Recording \(Vimeo starting at 1:07:30\)](#) - provides an overview of the new supporting housing requirements adopted by HB 1220 (2021), more information about these supportive housing types, what local governments have done in response, and considerations and supports for jurisdictions undertaking this work.
- COMING SOON (June 2024): A model ordinance for supportive housing types, best practice guide for local governments as they plan for these housing needs, and communications toolkit.

Consolidated Plan and Homelessness Planning Resources

- Information on what [a Consolidated Plan is](#) (U.S. Housing and Urban Development)
- Commerce's [Consolidated Plan information](#) (see "Consolidated Plan" section)
- Commerce's [State Strategic Plan and Annual Report to the legislature](#) on Washington state's efforts to address homelessness
- Washington counties [5-year homeless plans](#)

Questions and Answers

Answers to potential questions about the CLIHP Grant are below.

1. **If a city or county previously received funding for comprehensive plan periodic update work or other homeless planning assistance in 2023, does that disqualify them or lower their competitive chances of getting a CLIHP grant during the 2023-2025 the biennium?**

No, so long as the grant funds already used do not cover the same activities proposed under this CLIHP grant.

2. **Can the non-profit be the lead applicant on the application?**

No. The non-profit may lead the grant work if the local government does not have capacity to do so, but grant funds can only be distributed to the local government. The local government may then reimburse a non-profit for time spent on this grant.

3. **What if we have trouble identifying deliverables to be split across the biennium (deliverables through June 2024 and deliverables July 2024-June 2025)?**

Commerce recognizes that the requirement to split grant funds between fiscal years may be difficult. Please do your best to split tasks and funds across the biennium in the application and Commerce can work with the applicant (if awarded) to revise the schedule and activities as needed before the contract is signed. Although we will make all efforts to support local needs and timelines, we are unable to waive this requirement, so all desired activities and timelines may not be able to be accommodated.

4. **How do we identify our local homeless coalition partner in our county?**

If your county does not have a local government agency or contact that writes their HUD Consolidated Plan or develops the [countywide 5-year homelessness plan](#), we encourage you to contact your local Community Action Council or Commerce's Homelessness Assistance Unit Managing Director Kathy Kinard (Kathy.Kinard@commerce.wa.gov).

5. **Can grant funds be used to incorporate feedback from those with lived experience?**

Grant funding may be used to support the integration of lived experience perspectives into these policy conversations and data collection and/or verification, so long as the overall eligible grant activities and deliverables are completed.

6. What can grant funding be spent on?

Generally, grant funds are eligible to be spent on consultants (including non-profits) and/or local government staff time. All subcontracting must follow the provisions of Commerce's standards inter-agency contract (available upon request). Funds may also be used to reimburse participants for time spent at meetings and materials to support meetings, provided the grantee follows all state and federal laws including retaining records for the minimum time required under state law.

7. What documentation of expenses or records are needed when invoicing for deliverables?

When deliverables are complete and invoices are submitted to Commerce, we require a completed Commerce A-19 invoice form and subcontractor data. The Commerce A-19 form requires county or city contact information, authorized official signature, contract number, period work was performed, and indication of what deliverables were completed (timesheets not needed). The subcontractor data will include a report, in a form and format to be provided by Commerce and at intervals as agreed by the parties, regarding work under this Contract performed by subcontractors and the portion of Contract funds expended for work performed by subcontractors, including but not necessarily limited to minority-owned, woman-owned, and veteran-owned business subcontractors. "Subcontractors" shall mean subcontractors of any tier. Subcontractor invoices are not needed.

8. Can the grant be used to pursue strategies and programs that might remove barriers to extremely and very low-income housing?

Yes, but these need to be defined in the form of contracted deliverables and can only be contracted for if one of the other required eligible activities is also completed. The use of funds for these activities must clearly benefit both county and city governments (i.e., both entities would need to develop policies or regulations as a result of this work) and other Commerce funding could not be used for this specific activity.

If these minimum guidelines were met, grant funds could be used to support policy and/or code amendments improving permit efficiencies, changes to fees, and implementing other programs that will facilitate bringing low-income housing to the market sooner or at less cost than might otherwise be the case. A jurisdiction might, for instance, consider reviewing and, where appropriate, amending:

- Impact fee and other fee structures
- Affordable housing incentives
- Permit procedures, including creating or revising permit applications and informational materials for supportive housing types
- Infrastructure investment strategies



11

AGENDA ITEM SUMMARY JAN 29 2024

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

Department: BOCC

WORK SESSION ☒ **Meeting Date:** 1-29-24

REGULAR AGENDA ☐ **Meeting Date:**

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

Item summary:

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

Documents exempt from public disclosure attached: ☐

Executive summary:

SharonAnn Hamilton – Small Business Development Center will provide a Small Business Development Center update for Clallam County.

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

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

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

Name of Employee/Stakeholder attending meeting: Board of Commissioners, SharonAnn Hamilton – Small Business Development Center

Relevant Departments: Board of Commissioners

Date submitted: 1-18-24

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

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

Small Business Development Center update 1-29-24
Revised: 3-04-2019

Gores, Loni

From: SharonAnn Hamilton <sharonann.hamilton@wsbdc.org>
Sent: Wednesday, September 13, 2023 1:27 PM
To: Gores, Loni
Subject: Re: BOCC work session - 2024 SBD updates

Hi Loni,

I booked these for Jan 29 and August 12th.

Thank you,

SharonAnn

SharonAnn Hamilton | Business Advisor
Washington Small Business Development Center
338 W. First Street, Suite 104, Port Angeles, WA 98362
385 Benedict St Suite 2A, Port Townsend, WA 98368
Direct: (619) 818-8575

SharonAnn.Hamilton@wsbdc.org



From: Gores, Loni <loni.gores@clallamcountywa.gov>
Date: Wednesday, September 13, 2023 at 1:22 PM
To: SharonAnn Hamilton <sharonann.hamilton@wsbdc.org>, 'Steven Burke' <steve.burke@wsbdc.org>
Cc: Gores, Loni <loni.gores@clallamcountywa.gov>
Subject: RE: BOCC work session - 2024 SBD updates

SharonAnn,

Following up on my email below. Please provide me with the dates you'd like to attend our work sessions in 2024
Thanks, Loni

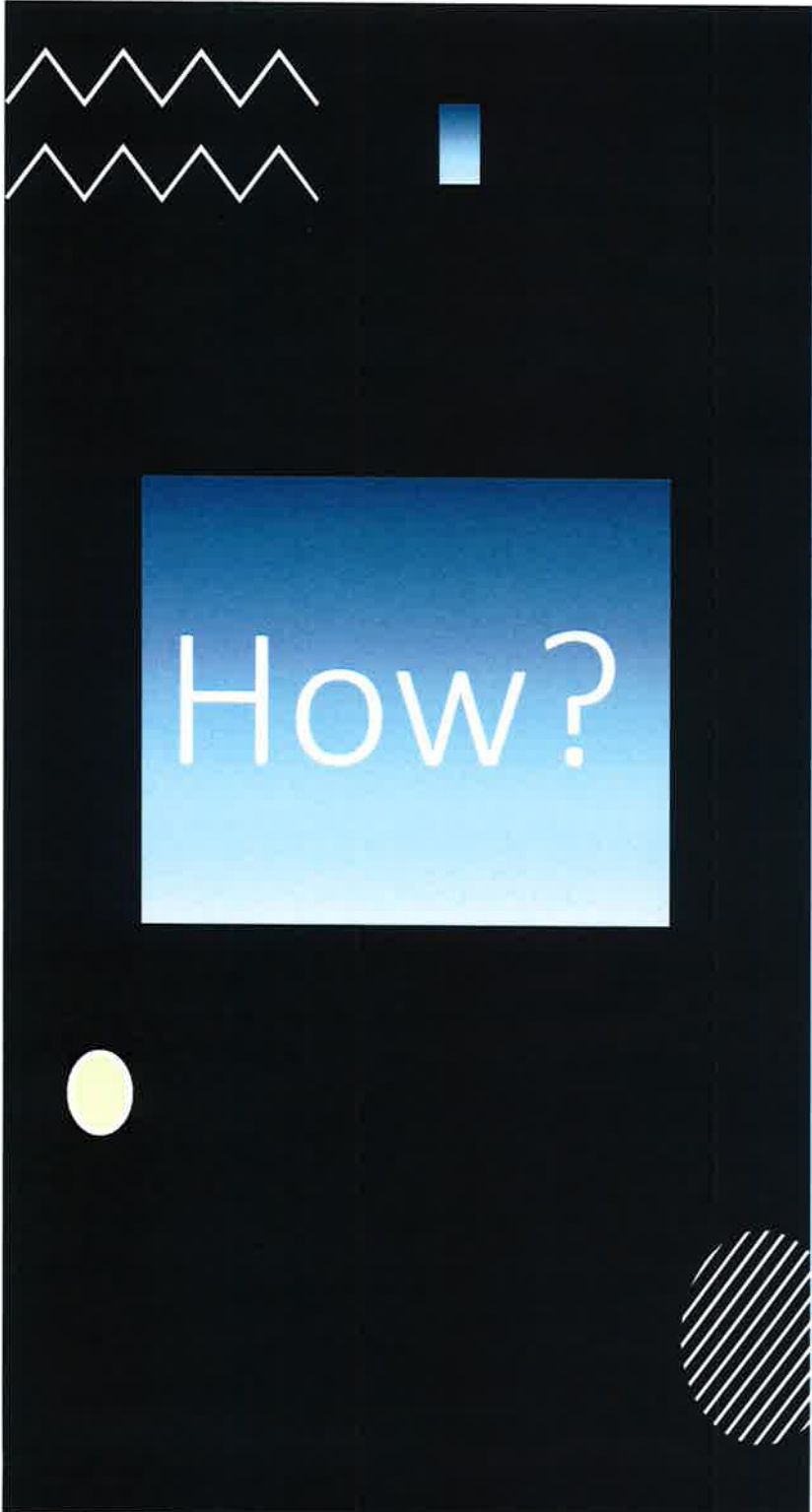
"My email address has changed! The new format is Loni.Gores@clallamcountywa.gov Please update my contact card as your earliest convenience, Thank you!"

*Loni Gores
Clerk of the Board
Commissioners Office
223 East 4th Street, Suite 4
Port Angeles, WA 98362
Phone: 360-417-2256*



January 29, 2024

What's SBDC up to?



How?



Confidential, objective,
No-Cost advising



Open the door to
resources



Offer guidance
(not the work)



Help preserve or
create wealth



*What is the crop
of an SBDC Advisor?*



Washington SBDC & ADO Partnership County Activity & Impact Report

County: Clallam

Report Dates: 10.1.23...12.31.23

Data Elements	Quarter Total
CASE TOTALS (Clients)	
Number of Clients Counseled	40
Number of New Clients	15
Company Status	
Pre-venture/Nascent	17
Startups	8
In Business	15
CASE TOTALS (Total Hours)	
All Prep + Contact Client Hours	178
New Client Hours	50
CASE TOTALS (Impacts)	
Capital Infusion	\$53,930
Number Businesses Created	0
Jobs Created	1
Jobs Saved/Retained	0
Jobs Supported (In Business)	54

DEMOGRAPHICS (Type of Business, # of Clients)

Accommodation and Food Services	6
Agriculture, Forestry, Fishing and Hunting	6
Arts and Entertainment	3
Construction	0
Educational Services	1
Finance and Insurance	0
Healthcare and Social Assistance	1
Management of Companies and Enterprises	0
Manufacturing	0
Professional/Technical Services	7
Real Estate, Rental and Leasing	0
Research and Development	0
Retail	2
Service	10
Technology Services	0
Transportation and Warehousing	0
Wholesale	0
No Response	4

DEMOGRAPHICS (Business Ownership Gender)

Male	6
Female	19
Male/Female	2
No Response	13



DEMOGRAPHICS (Ethnic Background - Race)

American Indian or Alaskan Native	5
Asian	3
Black or African American	2
Native Hawaiian or Pacific Islander	0
Multiracial	2
White	25
No Response	3

DEMOGRAPHICS (Ethnicity)

Hispanic	7
Non-Hispanic	27
No Response	6

DEMOGRAPHICS (Business Ownership Vet. Status)

Veteran	0
Service-Disabled Veteran	0
Non-veteran	26
No Response	14



COUNSELING ACTIVITY (Areas of Counseling, # of Sessions)

Business Accounting/Budget	0
Business Plan	5
Buy/Sell Business	2
Cash Flow Management	0
COVID-19 Related	0
Financing/Capital	2
Human Resources/Employee Mg't	0
International Trade	0
Managing a Business	9
Marketing/Sales	6
Start-up Assistance	23
No Response	0
Other	40

NO-Cost Advising Services

Resource for skill-building, management training and market intelligence.

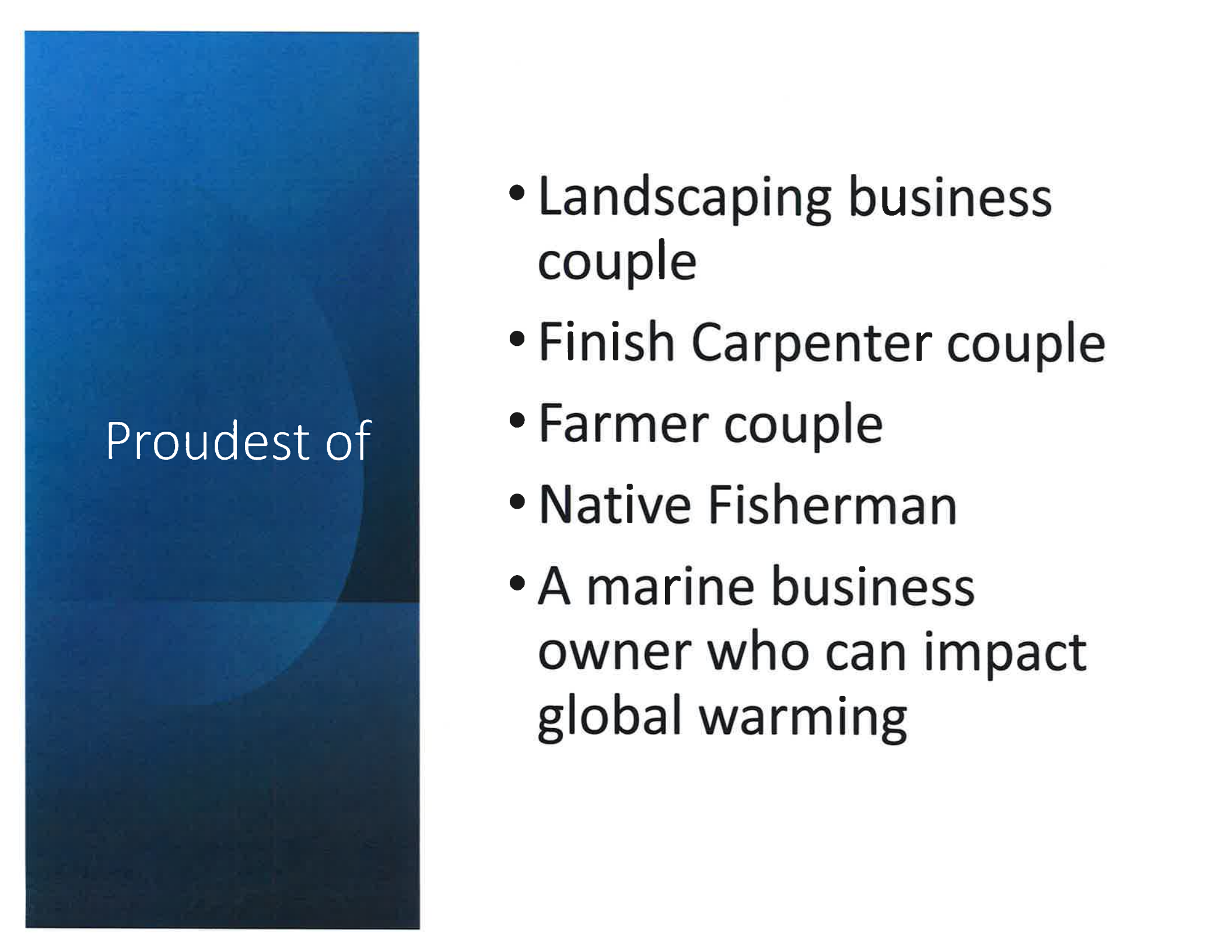
- Market research
- Business record keeping
- Getting and keeping customers
- Finding and keeping qualified employees



N0-Cost Advising Services

Resource for skill-building, management training and market intelligence.

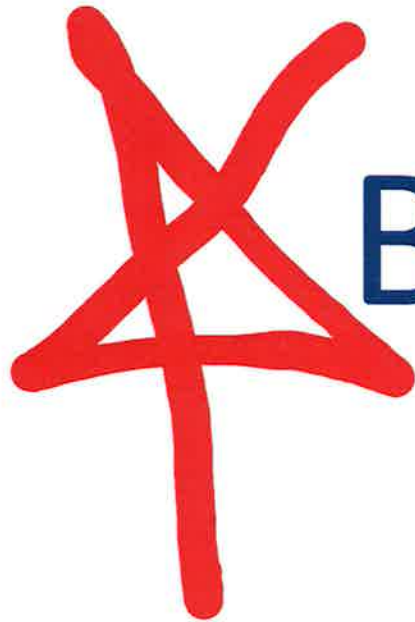
- Planning or growing business
- Analyzing financial statements
- Acquiring capital and managing cash flow
- Buying or selling businesses



Proudest of

- Landscaping business couple
- Finish Carpenter couple
- Farmer couple
- Native Fisherman
- A marine business owner who can impact global warming

Reminding



Being Visible

Outreach



Chambers: PT, PA, Sequim

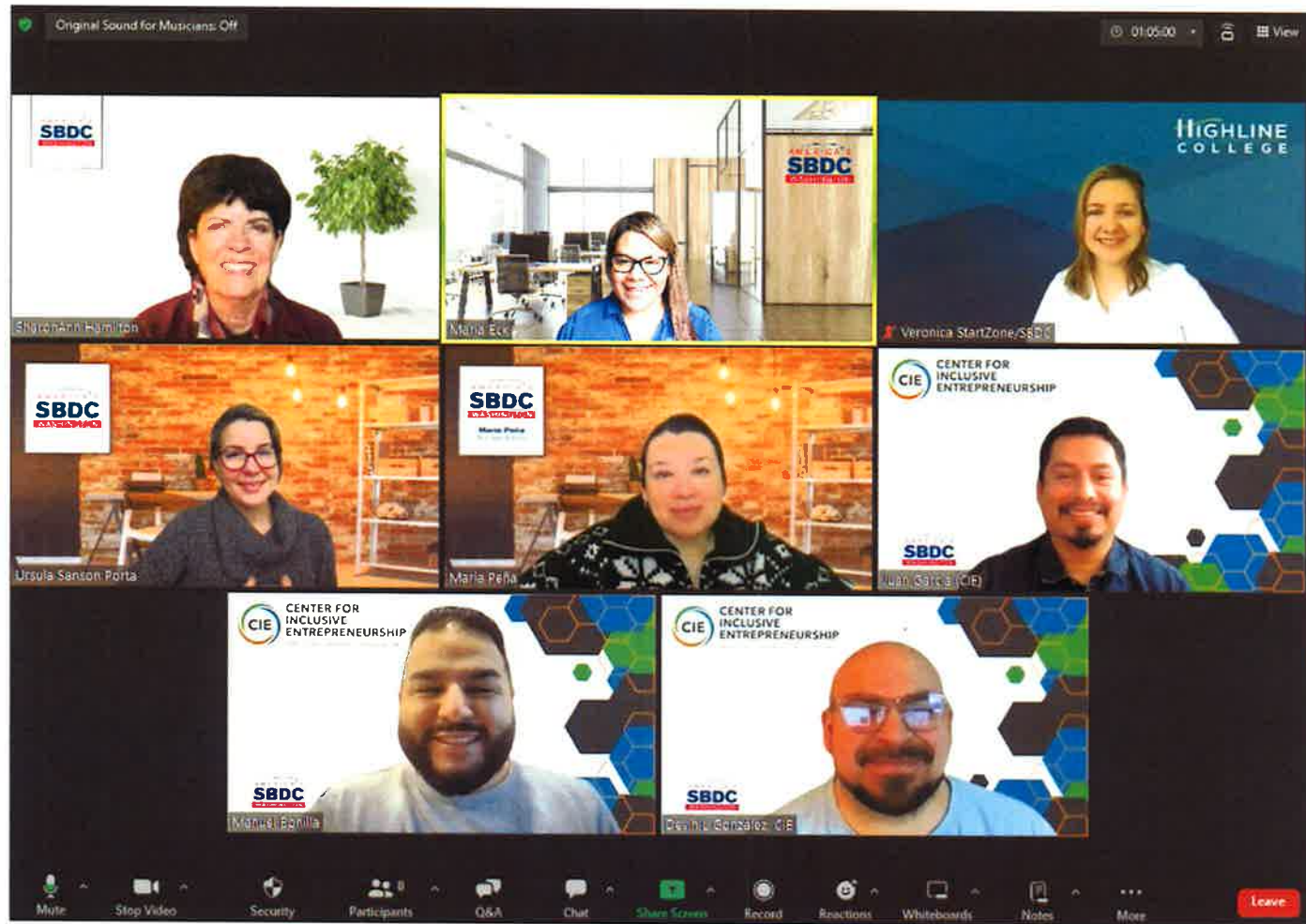
- Second Tuesday Collab-Ex
- Newsletters
- Port Angeles, Port Townsend, Forks
Popups

My Official Certification

Kevin Grossman / Eric Grimstead



Spanish Business Group Network



Statewide Network

The Washington SBDC is a highly collaborative statewide network supported by the Lead Office in Spokane with various services, licenses, tools, training and resources.

Every client that we serve has access to over 30 advisors with years of experience and knowledge that spans every industry and phase of business operation.



My Why?



I feel most alive
when my clients walk around with
big smiles on their faces because
they are serving their communities
and building wealth for their
families.

SharonAnn Hamilton, MBA, MSFS, (CFP®retired) CMC®
Certified Business Advisor
Washington Small Business Development Center
Port Angeles, WA 98362
Port Townsend, WA 98368
SharonAnn.Hamilton@wsbdc.org
www.wsbdc.org



The Washington SBDC network, hosted by Washington State University, is an accredited member of America's SBDC. Funded in part through a cooperative agreement with the U.S. Small Business Administration, institutions of higher education, economic development organizations and other public and private funding partners.

Reasonable accommodations for persons with disabilities will be made if requested at least two weeks in advance. Email or phone the Washington SBDC.



12

AGENDA ITEM SUMMARY

JAN 29 2024

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

Department: BOCC

WORK SESSION ☒ **Meeting Date:** 1/29/24

REGULAR AGENDA ☐ **Meeting Date:**

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

Item summary:

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

Documents exempt from public disclosure attached: ☐

Executive summary:

Legislative Session Update:

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

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

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

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

Name of Employee/Stakeholder attending meeting: Board of Commissioners

Relevant Departments: Board of Commissioners

Date submitted: 1/18/24

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



13
JAN 29 2024

AGENDA ITEM SUMMARY

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

Department: BOCC

WORK SESSION ☒ Meeting Date: 1/29/24

REGULAR AGENDA ☐ Meeting Date:

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

Item summary:

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

Documents exempt from public disclosure attached: ☐

Executive summary:

Commissioner Ozias will be attending the National Association of Counties (NACO) Legislative Conference in early February. The purpose of today's discussion is to highlight issues/talking points in preparation for meetings with federal representatives and key staff members. Federal issues with a nexus to Clallam County range from the PILT/SRS program, to the Recompete program, to the opioid epidemic and beyond.

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?)
Discussion only.

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

Name of Employee/Stakeholder attending meeting: Board of Commissioners

Relevant Departments: Board of Commissioners

Date submitted: 1/22/24

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

NACO update 1-29-24
Revised: 3-04-2019



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

14
JAN 29 2024

Department: Finance

WORK SESSION ☒ **Meeting Date: January 29, 2024**

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 ARPA 2023 Fourth Quarter Review |

Documents exempt from public disclosure attached: ☐

Executive summary:

OVERVIEW OF ARPA PROJECT AND EXPENDITURE REPORT FOR FOURTH QUARTER OF 2023, A STATUS UPDATE OF THE ARPA FUNDING OBLIGATIONS, COMMITMENTS, AND REMAINING UNALLOCATED FUNDS, AND UPDATED GUIDANCE RECEIVED FROM US TREASURY RELEVANT TO COMMITTING REMAINING ARPA 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 has been updated to the Clallam County ARPA webpage located at www.clallamcountywa.gov/187/American-Rescue-Plan-Act-ARPA to provide additional transparency on the 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 the funds on May 28, 2021, with the 2nd half of these funds received by the County in June 2022. ARPA funds awarded must be obligated no later than December 31, 2024 and expended no later than December 31, 2026.

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:

* Work Session Meeting - Submit 1 single sided/not stapled copy Agenda Item Summary - ARPA Quarterly Report 4th Quarter 2023
** Regular Meeting – Submit 1 single sided/not stapled copy and originals (1 or 3 copies) Revised: 3-04-2019

- (1) To respond to the COVID-19 public health emergency or its negative economic impacts, including assistance to households, small business, 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 the 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 education 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: childcare, 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 Nonprofit Economic Assistance;
- Assistance to Businesses and Nonprofits that provide Child Care Services;
- Mental/Behavioral Health;
- Food Security Support to Local Food Banks;
- Affordable Housing/Homelessness Support;
- Residential and Commercial Utility Relief;
- Local Water Systems Infrastructure; and
- Broadband

* Work Session Meeting - Submit 1 single sided/not stapled copy Agenda Item Summary - ARPA Quarterly Report 4th Quarter 2023
 ** Regular Meeting – Submit 1 single sided/not stapled copy and originals (1 or 3 copies) Revised: 3-04-2019

OVERVIEW OF CLALLAM COUNTY’S PROJECT AND EXPENDITURE REPORT FOR THE PERIOD COVERING OCTOBER 1, 2023 – DECEMBER 31, 2023, SUBMITTED TO THE U.S. TREASURY ON JANUARY 23, 2024

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, 2023. 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 or those Subawards greater than \$50,000 during the reporting period; and
- Report the aggregate amount expended for awards less than \$50,000.

As disclosed in the Clallam County SLRF Project and Expenditures report to be submitted to the U.S. Treasury on January 31, 2024, **the County has entered into ARPA-funded contractual obligations totaling \$13,008,043.03 through December 31, 2023, representing 86.6% of total ARPA funds awarded to Clallam County, leaving \$2,012,596.97 that has not been formally obligated (i.e. under a contract, subaward, or order placed for goods/services).**

Of the total funds obligated, a total of **\$9,865,981.70 or 75.8% of formally obligated ARPA funds have been disbursed to date as follows:**

- \$3,616,410.87 disbursed through December 31, 2021 (3/1/2021 through 12/31/2021)
- \$1,978,677.17 disbursed during the first quarter of 2022 (1/1/2022 through 3/31/2022)
- \$1,557,489.45 disbursed during the second quarter of 2022 (4/11/2022 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)
- \$1,072,276.60 disbursed during the first quarter of 2023 (1/1/2023 through 3/31/2023)
- \$253,917.08 disbursed during the second quarter of 2023 (4/1/2023 through 6/30/2023)
- \$417,084.24 disbursed during the third quarter of 2023 (7/1/2023 through 9/30/2023)
- \$322,259.08 disbursed during the fourth quarter of 2023 (10/1/2023 through 12/31/2023)

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 2023, as well as an updated list of other commitments that were not formally obligated as of the date of our report to Treasury.

Beyond the \$13,008,043.03 of ARPA funding that has been formally obligated by the County as of the end of December 2023, an additional **\$1,577,441.65 of ARPA funds has been informally earmarked based on prior BOCC discussions or were subsequently formally approved and contractually obligated by the BOCC in January 2024**, as outlined below:

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OTHER COMMITMENTS (BUT NOT FORMALLY OBLIGATED YET AS OF DECEMBER 31, 2023 REPORT DATE)

Project Expenditure Category Group	Project Expenditure Category	Project Name	Total Obligations	Project Description
2. Negative Economic Impacts	2.15 Long-term Housing Security: Affordable Housing	Habitat for Humanity	\$ 500,000.00	UPDATE--BOCC has discussed providing \$400-500K infrastructure support for a new affordable housing project in Sequim. There had been discussion to change amount to \$400K to reimburse land purchase in lieu of advancing funds, but upon further research this created long-term grant compliance issues. Pending receipt of project cost breakdown from HFH as requested by BOCC, staff recommends reverting to original request of advancing ARPA funds in support of infrastructure design and development for this project , or alternatively Opportunity Funds could be utilized. <u>A formal ARPA contract for \$500k was approved and executed by the BOCC on January 2, 2024.</u>
5. Infrastructure, Water & Sewer	5.13 Drinking water: Source	Bullman Beach	\$ 189,510.00	The County's BOCC committed funds for the Bullman Beach water system project to design and replaced a failing Group A water system serving 20 residential customers and two commercial customers to improve user access to safe drinking water. This represents the remainder of the \$250k committed and budgeted for this project in 2024 that is not formally obligated under contract (a services agreement for design was entered into in December 2023 totaling \$60,490).
3. Public Health - Negative Economic Impact: Public Sector Capacity	3.3 Public Sector Workforce: Other	Clallam County Sheriff's Office - Hiring and Retention Incentives	\$ 152,629.87	Remaining funds committed for hiring and retention incentives to encourage deputies to remain employed by the Clallam County Sheriff's Office. This amount is the remaining from the revised estimate of incentives needed of \$514k-\$534k (vs original \$600,000 committed).
3. Public Health - Negative Economic Impact: Public Sector Capacity	3.3 Public Sector Workforce: Other	Clallam County Prosecuting Attorney, HHS Nurses and Juvenile Corrections - Hiring and Retention Incentives	\$ 167,622.78	Remaining funds BOCC has committed to support the hiring and retention incentives to encourage new and continued employment at Clallam County for Prosecuting Attorneys, HHS Nursing Staff and Juvenile Services Correction Officers positions. Estimated need between \$315,000-\$335,000 (revised based on increase in DPA recruitment incentives recently approved).
6.0 Lost Revenue Replacement	6.1 Provision of Government Services	Streamkeepers Database Stabilization	\$ 30,000.00	Funding to support the stabilization of the Steamkeepers database approved in the 2024 Budget.
6.0 Lost Revenue Replacement	6.1 Provision of Government Services	Courthouse Access Control Systems	\$ 90,000.00	Funding to support the purchase and installation of Courthouse Access Control Systems including Door Badges & Cameras approved in the 2024 Budget and Capital Plan.
6.0 Lost Revenue Replacement	6.1 Provision of Government Services	Wireless Network	\$ 25,000.00	Funding to support further expansion of the IT network electrical closet adjacent to the BOCC suite.
6.0 Lost Revenue Replacement	6.1 Provision of Government Services	Juvenile Facilities Camera	\$ 15,000.00	Funding to repair/replace security cameras at the Juvenile Facilities approved in the 2024 Budget.
6.0 Lost Revenue Replacement	6.1 Provision of Government Services	Fairgrounds WiFi Expansion	\$ 50,000.00	Funding to expand WiFi service at the County fairgrounds approved in the 2024 Budget and Capital Plan.
6.0 Lost Revenue Replacement	6.1 Provision of Government Services	IT Capital Project	\$ 35,000.00	Funding to support the IT Domain Rebuild project as approved in the 2024 Budget and Capital Plan.
6.0 Lost Revenue Replacement	6.1 Provision of Government Services	Jail Handheld Radios	\$ 40,000.00	Funding to support the purchase of handheld radio equipment for jail personnel approved in the 2024 Budget and Capital Plan.
6.0 Lost Revenue Replacement	6.1 Provision of Government Services	Coroner Vehicle & Equipment	\$ 100,000.00	Funding to support the purchase of a vehicle and vehicle-related equipment for the Coronor's office approved in the 2024 Budget and Capital Plan.
6.0 Lost Revenue Replacement	6.1 Provision of Government Services	Parks Tractor Equipment	\$ 126,679.00	Funding to purchase a John Deere tractor for the Parks Department approved in the 2024 Budget and Capital Plan.
1. Public Health	1.4 Prevention in Congregate Settings	Juvenile Facilities Water Fountain	\$ 6,000.00	Funding to support the installation of upgraded water fountains in the Juvenile Services facility approved in the 2024 Budget and Capital Plan.

\$ 1,527,441.65

After accounting for these committed funds, **the amount of uncommitted ARPA funds remaining totals \$485,155.32.**

Staff will be conducting a review of all contractual commitments that have not yet been fully expended and hold discussions with recipients to verify that such funds remain on track for being fully

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expended by the contractual deadlines set within each ARPA recipient agreement. It is possible that these efforts will identify additional ARPA funds that may need to be de-obligated via an agreement amendment and repurposed to fund other ARPA eligible uses. Staff is hoping to have this review completed by mid-year 2024 and provide the BOCC with an alternative use recommendation for these funds.

RECENT GUIDANCE RELEASED BY US TREASURY AFFECTING UPCOMING DEADLINE FOR ARPA FUNDS TO BE COMMITTED

Under the terms of the ARPA grant, local governments must have their ARPA allotted funds **obligated no later than December 31, 2024**, and all allotted **funds expended no later than December 31, 2026**.

In November 2023, the US Treasury released a new interim final rule providing additional guidance regarding the upcoming December 31, 2024 deadline by which local governments must have all their ARPA funds obligated. This guidance covered the following topics:

- A Revision to the Definition of Obligation;
- Clarification as to Whether the Obligation Deadline of December 31, 2024 applies to Subrecipients; and
- Whether a Contract or Subaward may be Amended or Replaced after the December 31, 2024 Obligation Deadline

This new guidance did NOT change the eligible uses of ARPA funds, nor did it change the obligation and expenditure deadlines listed above.

A copy of this US Treasury guidance is included for informational purposes. As outlined in the summary provided on page 20 of this guidance, the impact of this guidance is as follows:

REVISED DEFINITION OF OBLIGATION

- Treasury reiterated its position that a cost is considered incurred under ARPA guidelines if the recipient (i.e. the County) has incurred an “obligation” related to the cost by December 31, 2024. An “obligation” is defined under ARPA to include “an order placed for property and services and entering into contracts, subawards, and similar transactions that require payment” that is entered into by the December 31, 2024 deadline.
- Treasury also expanded the definition of “obligation” to also include administrative costs incurred AFTER the December 31, 2024 deadline through December 31, 2026 that are required to be incurred under federal law or regulation to comply with ARPA regulations
 - COUNTY IMPLICATIONS—any specific costs the County incurs after December 31, 2024 through December 31, 2026 relating to meeting its reporting and compliance requirements, Single Audit costs, record retention and internal control requirements, environmental compliance, and other compliance requirements it incurs in relation to administering its ARPA award can be considered obligated under ARPA guidelines.

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- **IMPORTANT CLARIFICATION REGARDING ACCEPTABLE ACTIONS FOR RECIPIENTS TO TAKE TO FORMALLY OBLIGATE ARPA FUNDS AS OF THE DECEMBER 2024**

- COUNTY IMPLICATION—this US Treasury position will effectively render any action taken by the County to contingently obligate any remaining uncommitted ARPA funds to other specified eligible purposes via a BOCC-adopted resolution, budget adoption, or other appropriation ineffective. This position effectively prevents the County from potentially using a previously discussed strategy suggested by other advisory agencies to utilize a BOCC-adopted “waterfall resolution” to contingently commit any remaining ARPA funds that were available at December 31, 2024 for ARPA eligible purposes. As a result, the County will effectively need to have entered into a contract, agreement, subaward, or placed an order for goods or services eligible under ARPA no later than the December 31, 2024 deadline for all remaining uncommitted funds, or spend such funds by December 31, 2024, to avoid having to return unobligated ARPA funds to the US Treasury.

• **TOTAL UNCOMMITTED ARPA FUNDS POTENTIALLY AFFECTED BY THIS GUIDANCE INCLUDE:**

Bullman Beach	\$189,510 (of \$250k commit, \$60k under contract for design)
Hiring & Retention Incentives	\$320,253 (not yet obligated under incentive contracts)
2024 Budget ARPA Capital Outlays	\$517,679 (will become obligated as orders/contracts placed)

Total—ARPA Committed but Not Yet Formally Obligated **\$1,027,442**

Remaining Uncommitted Funds **\$ 485,155**

TOTAL ARPA FUNDS NOT YET FORMALLY OBLIGATED	\$1,512,597
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APPLICATION OF THE OBLIGATION DEADLINE OF DECEMBER 31, 2024 TO SUBRECIPIENTS

- Treasury clarified that subrecipients and contractors of ARPA funds are NOT subject to the December 31, 2024 obligation deadline, meaning they do not need to take additional steps to obligate the ARPA funds that have been awarded to them prior to that deadline. They do however have to expend such funds no later than the December 31, 2026 deadline.

AMENDMENT AND REPLACEMENT OF CONTRACTS OR SUBAWARDS AFTER THE DECEMBER 31, 2024 OBLIGATION DEADLINE

- In general, US Treasury confirmed that recipients CANNOT re-obligate funds or obligate additional ARPA funds under an existing contract or subaward after the obligation deadline of December 31, 2024.
- However, after December 31, 2024, if the contract or subaward was in placed prior to December 31, 2024, recipients may subsequently replace that contract for the respective project under the following limited circumstances:
 - The contract is terminated due to the contractor or subrecipient’s default or due to their going out of business, or if it is determined that they will not be able to perform under the terms of the contract;
 - The recipient and contractor/subrecipient mutually agree to terminate the contract for convenience; or
 - The recipient terminates the contract or subaward for convenience in the case of improper awarding being determined.
- It’s important to note that the ability to replace such a contract must be in the context of completion of the **underlying related project**—in other words, obligated unused funds under a terminated contract for a specific project cannot be re-obligated after December 31, 2024 under a new contract for a different unrelated project.

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

None

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

This presentation is an informational update to the BOCC on the ARPA Project & Expenditure Report submitted to the U.S. Treasury by December 31, 2023, as required under the ARPA reporting requirement and to review the status of the ARPA Funds in terms of the obligations/commitments made to-date, and quantifying the amount of ARPA dollars that remain uncommitted to-date. Further staff updates will be provided to the BOCC as the year progresses.

County Official signature & print name: Mark Lane 

Name of Employee/Stakeholder attending meeting: Mark Lane and Angi Klahn

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Relevant Departments: Finance

Date submitted: January 24, 2024

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Project Expenditure Category Group	Project Expenditure Category	Project Name	Total Obligations	Total Expenditures for 4th Quarter of 2023	Total Expenditure For 2023	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	\$ -	\$ 85,533.80	\$ 66,583.56	\$ 197,882.64	\$ 350,000.00	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, 576 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	\$ 2,429,845.00	\$ 16,350.00	\$ 16,350.00	\$ 470,434.73	\$ 1,943,060.27	\$ 2,429,845.00	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.

Project Expenditure Category Group	Project Expenditure Category	Project Name	Total Obligations	Total Expenditures for 4th Quarter of 2023	Total Expenditure For 2023	Total Expenditures For 2022	Total Expenditures For 2021	Total Expenditures Disbursed to Date	Project Description
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	\$ 99,903.00	\$ -	\$ 40,000.00	\$ -	\$ 59,903.00	\$ 99,903.00	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. Amendment 1 dated 7/18/2023 for additional \$40,000 for replacement of HCHV Funding to cover operational costs during the gap when new funding source begins October 2023.
2. Negative Economic Impacts	2. 35 Aid to Tourism, Travel, or Hospitality	Black Ball Transportation Inc Economic Assistance Grant	\$ 1,250,000.00	\$ -	\$ 168,553.99	\$ 1,081,446.01	\$ -	\$ 1,250,000.00	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.

Project Expenditure Category Group	Project Expenditure Category	Project Name	Total Obligations	Total Expenditures for 4th Quarter of 2023	Total Expenditure For 2023	Total Expenditures For 2022	Total Expenditures For 2021	Total Expenditures Disbursed to Date	Project Description
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 symptomology.
2. Negative Economic Impacts	2.1 Household Assistance: Food Programs	Forks Community Food Bank	\$ 105,000.00	\$ 17,383.94	\$ 105,000.00	\$ -	\$ -	\$ 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	\$ -	\$ 40,290.50	\$ -	\$ -	\$ 40,290.50	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	\$ -	\$ 5,741.00	\$ -	\$ -	\$ 5,741.00	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.

Project Expenditure Category Group	Project Expenditure Category	Project Name	Total Obligations	Total Expenditures for 4th Quarter of 2023	Total Expenditure For 2023	Total Expenditures For 2022	Total Expenditures For 2021	Total Expenditures Disbursed to Date	Project Description
2. Negative Economic Impacts	2.1 Household Assistance: Food Programs	Port Angeles Food Bank	\$ 1,348,000.00	\$ -	\$ 26,060.52	\$ 1,321,939.48	\$ -	\$ 1,348,000.00	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--Additional 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	\$ 103,078.90	\$ -	\$ 100,348.90	\$ 2,730.00	\$ -	\$ 103,078.90	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	\$ 51,871.68	\$ 7,026.41	\$ 42,425.91	\$ 9,445.77	\$ -	\$ 51,871.68	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	\$ 8,674.46	\$ 59,235.11	\$ 36,991.43	\$ -	\$ 96,226.54	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	\$ -	\$ 415,324.14	\$ -	\$ -	\$ 415,324.14	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	\$ 118,092.01	\$ 186,941.56	\$ -	\$ -	\$ 186,941.56	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	\$ 472,180.00	\$ 89,427.63	\$ 211,947.13	\$ -	\$ -	\$ 211,947.13	Funds were committed by Clallam County Health and Human Services to develop the Clallam Respite Care Pilot Program which will provide short-term resident services coupled with respite support services and access to medical care for people experiencing homelessness. Such services will be provided in the County's principal low barrier homeless shelter, with trauma informed care-based medical care to be provided by a healthcare non-profit, Olympic Peninsula Community Clinic, who will serve as a contractor in the provision of these services.
3. Public Health - Negative Economic Impact: Public Sector Capacity	3.3 Public Sector Workforce: Other	Clallam County Sheriff's Office - Hiring and Retention Incentives	\$ 381,370.13	\$ 25,152.92	\$ 10,380.22	\$ 271,812.66	\$ -	\$ 282,192.88	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.

Project Expenditure Category Group	Project Expenditure Category	Project Name	Total Obligations	Total Expenditures for 4th Quarter of 2023	Total Expenditure For 2023	Total Expenditures For 2022	Total Expenditures For 2021	Total Expenditures Disbursed to Date	Project Description
6. Revenue Replacement	6.1 Provision of Government Services	Broadband Grant Local Match	\$ 1,786,109.41	\$ 40,151.71	\$ 40,151.71	\$ 7,497.50	\$ -	\$ 47,649.21	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.
2. Negative Economic Impacts	2.34 Assistance to Non-Profits: Assistance to Impacted Nonprofit Organizations (Impacted or Disproportionately Impacted)	Port Angeles Waterfront Center	\$ 300,000.00	\$ -	\$ 300,000.00	\$ -	\$ -	\$ 300,000.00	Via a Direct Grant Agreement entered into with Port Angeles Waterfront Center for provision of funds to support the completion of the Field Arts & Events Hall, a 500 seat multi-purpose auditorium and 300 seat conference center, the construction of which was negatively impacted by the COVID-19 public health emergency. In addition to incurring unexpected costs related to the suspension and then resumption of construction during the pandemic, the Recipient also experienced negative economic impacts resulting from supply chain disruptions and inflationary impacts on building materials and labor costs during the pandemic, lost revenue due to the delay in opening this facility, and other unanticipated costs.
3. Public Health - Negative Economic Impact: Public Sector Capacity	3.3 Public Sector Workforce: Other	Clallam County Prosecuting Attorney, HHS Nurses and Juvenile Corrections Hiring and Retention Incentives	\$ 167,377.22	\$ -	\$ 122,531.19	\$ -	\$ -	\$ 122,531.19	BOCC has committed funds to support the hiring and retention incentives to encourage new and continued employment at Clallam County for Prosecuting Attorneys, HHS Nursing Staff and juvenile Services Correction Officers positions. Estimated need between \$172,000-202,000.
5. Infrastructure, Water & Sewer	5.18 Water and Sewer: Other	Carlsborg UGA Water Infrastructure Support	\$ 775,000.00	\$ -	\$ 88,721.32	\$ -	\$ -	\$ 88,721.32	BOCC committed funding in the amount of \$775,000 to Clallam County PUD No.1 for the Carlsborg UGA Water Infrastructure Support. LUD #10, principal well for Carlsborg is experiencing an increase of nitrate levels if left unchecked could exceed maximum contamination allowed under Safe Drinking Water Act. To support the Carlsborg region, PUD has developed the Carlsborg/Van-Lan Water System Blending project using County's Van-Lan deep water well to draw clean water and blend with LUD#10 to dilute the nitrates. This water treatment technique is an approved DOH. Estimate total project cost of \$9.1 million will achieve several regional water supply planning goals; redundant source of water supply, improved water quality, perfect existing water rights, support acquisition of additional water rights to support expansion, and reducing the impact to regulated rivers and streams.
2. Negative Economic Impacts	2.15 Long-term Housing Security: Affordable Housing	Peninsula Housing Authority	\$ 200,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	BOCC has committed funds to support Peninsula Housing Authority's purchase of the Ox Bow Apartments in Forks, Washington. Apartments comprise of 20 units of affordable housing in the city of Forks, including 3 one-bedroom floats, 3 three bedroom townhouses, and 14 two-bedroom townhouses. Eligible tenants' household income will be limited to 80% AMI or less. Peninsula Housing Authority bid on the property will preserve these apartments as affordable housing into future. Property purchase is expected to close in spring/summer of 2024.
5. Infrastructure, Water & Sewer	5.13 Drinking water: Source	Bullman Beach	\$ 60,490.00	\$ -	\$ -	\$ -	\$ -	\$ -	The County's BOCC committed funds for the Bullman Beach water system project to design and replaced a failing Group A water system serving 20 residential customers and two commercial customers to improve user access to safe drinking water.

INCOME

Project Expenditure Category Group	Project Expenditure Category	Project Name	Total Obligations	Total Expenditures for 4th Quarter of 2023	Total Expenditure For 2023	Total Expenditures For 2022	Total Expenditures For 2021	Total Expenditures Disbursed to Date	Project Description
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.

TOTAL ADDITIONAL OBLIGATIONS	\$ 13,008,043.03	\$ 322,259.08	\$ 2,065,537.00	\$ 4,184,033.83	\$ 3,616,410.87	\$ 9,865,981.70
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OTHER COMMITMENTS (BUT NOT FORMALLY OBLIGATED YET AS OF DECEMBER 31, 2023 REPORT DATE)

Project Expenditure Category Group	Project Expenditure Category	Project Name	Total Obligations
2. Negative Economic Impacts	2.15 Long-term Housing Security: Affordable Housing	Habitat for Humanity	\$ 500,000.00
5. Infrastructure, Water & Sewer	5.13 Drinking water: Source	Bullman Beach	\$ 189,510.00
3. Public Health - Negative Economic Impact: Public Sector Capacity	3.3 Public Sector Workforce: Other	Clallam County Sheriff's Office - Hiring and Retention Incentives	\$ 152,629.87
3. Public Health - Negative Economic Impact: Public Sector Capacity	3.3 Public Sector Workforce: Other	Clallam County Prosecuting Attorney, HHS Nurses and Juvenile Corrections - Hiring and Retention Incentives	\$ 167,622.78
6.0 Lost Revenue Replacement	6.1 Provision of Government Services	Streamkeepers Database Stabilization	\$ 30,000.00
6.0 Lost Revenue Replacement	6.1 Provision of Government Services	Courthouse Access Control Systems	\$ 90,000.00
6.0 Lost Revenue Replacement	6.1 Provision of Government Services	Wireless Network	\$ 25,000.00
6.0 Lost Revenue Replacement	6.1 Provision of Government Services	Juvenile Facilities Camera	\$ 15,000.00
6.0 Lost Revenue Replacement	6.1 Provision of Government Services	Fairgrounds WiFi Expansion	\$ 50,000.00

Project Description
UPDATE--BOCC has discussed providing \$400-500K infrastructure support for a new affordable housing project in Sequim. There had been discussion to change amount to \$400K to reimburse land purchase in lieu of advancing funds, but upon further research this created long-term grant compliance issues. Pending receipt of project cost breakdown from HFH as requested by BOCC, staff recommends reverting to original request of advancing ARPA funds in support of infrastructure design and development for this project , or alternatively Opportunity Funds could be utilized. <u>A formal ARPA contract for \$500k was approved and executed by the BOCC on January 2, 2024.</u>
The County's BOCC committed funds for the Bullman Beach water system project to design and replaced a failing Group A water system serving 20 residential customers and two commercial customers to improve user access to safe drinking water. This represents the remainder of the \$250k committed and budgeted for this project in 2024 that is not formally obligated under contract (a services agreement for design was entered into in December 2023 totaling \$60,490).
Remaining funds committed for hiring and retention incentives to encourage deputies to remain employed by the Clallam County Sheriff's Office. This amount is the remaining from the revised estimate of incentives needed of \$514k-\$534k (vs original \$600,000 committed).
Remaining funds BOCC has committed to support the hiring and retention incentives to encourage new and continued employment at Clallam County for Prosecuting Attorneys, HHS Nursing Staff and Juvenile Services Correction Officers positions. Estimated need between \$315,000-\$335,000 (revised based on increase in DPA recruitment incentives recently approved).
Funding to support the stabilization of the Steamkeepers database approved in the 2024 Budget.
Funding to support the purchase and installation of Courthouse Access Control Systems including Door Badges & Cameras approved in the 2024 Budget and Capital Plan.
Funding to support further expansion of the IT network electrical closet adjacent to the BOCC suite.
Funding to repair/replace security cameras at the Juvenile Facilities approved in the 2024 Budget.
Funding to expand WiFi service at the County fairgrounds approved in the 2024 Budget and Capital Plan.

Project Expenditure Category Group	Project Expenditure Category	Project Name	Total Obligations	Total Expenditures for 4th Quarter of 2023	Total Expenditure For 2023	Total Expenditures For 2022	Total Expenditures For 2021	Total Expenditures Disbursed to Date	Project Description
6.0 Lost Revenue Replacement	6.1 Provision of Government Services	IT Capital Project	\$ 35,000.00						Funding to support the IT Domain Rebuild project as approved in the 2024 Budget and Capital Plan.
6.0 Lost Revenue Replacement	6.1 Provision of Government Services	Jail Handheld Radios	\$ 40,000.00						Funding to support the purchase of handheld radio equipment for jail personnel approved in the 2024 Budget and Capital Plan.
6.0 Lost Revenue Replacement	6.1 Provision of Government Services	Coroner Vehicle & Equipment	\$ 100,000.00						Funding to support the purchase of a vehicle and vehicle-related equipment for the Coronor's office approved in the 2024 Budget and Capital Plan.
6.0 Lost Revenue Replacement	6.1 Provision of Government Services	Parks Tractor Equipment	\$ 126,679.00						Funding to purchase a John Deere tractor for the Parks Department approved in the 2024 Budget and Capital Plan.
1. Public Health	1.4 Prevention in Congregate Settings	Juvenile Facilities Water Fountain	\$ 6,000.00						Funding to support the installation of upgraded water fountains in the Juvenile Services facility approved in the 2024 Budget and Capital Plan.

\$ 1,527,441.65

REMAINING UNCOMMITTED FUNDS

6. Revenue Replacement	6.1 Provision of Government Services	TBD	\$ 485,155.32						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 could include support of: Sequim Food Bank Storage Facility, Coverage of grant funding gaps of Dungeness Off Channel Reservoir (\$300k), Capital funding for Other One-Time Projects (new EOC, others).
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TOTAL--OTHER ARPA COMMITMENTS

\$ 2,012,596.97

TOTAL ARPA OBLIGATIONS (2021/2022/2023) AND COMMITMENTS, NET OF RETURN OF ARPA FUNDS

\$ 15,020,640.00

Percentage Obligated 86.60%

TOTAL ARPA FUNDS AWARDED TO CLALLAM COUNTY

\$ 15,020,640.00



U.S. DEPARTMENT OF THE TREASURY

State and Local Fiscal Recovery Funds: Obligation Interim Final Rule (IFR) Webinar



Section 1: Program Background



The State and Local Fiscal Recovery Funds (SLFRF) Program

- The State and Local Fiscal Recovery Funds (SLFRF) program, authorized by the American Rescue Plan, delivers \$350 billion to states, territories, localities, and Tribal governments, to respond to the COVID-19 pandemic and build a strong, resilient, and equitable recovery.
- Treasury has dispersed 99.99% of SLFRF funds to more than 30,000 recipients.
- Recipients may use SLFRF funds for projects in seven eligible use categories. For more information on the eligible uses, please see the:
 - [2022 Final Rule](#)
 - [Overview of the 2022 Final Rule](#)
 - [2023 Interim Final Rule](#)
 - [Overview of the 2023 Interim Final Rule](#)

Additional information can be found at [Treasury.gov/SLFRF](https://treasury.gov/SLFRF)



Timeline for Use of SLFRF Funds

Funds may be used for costs incurred from **March 3, 2021** for the eligible uses described in the **2022 Final Rule**, and **December 29, 2022** for the eligible uses described in the **2023 Interim Final Rule**

Funds for *most eligible uses* must be **expended by December 31, 2026**



Funds must be **obligated by December 31, 2024**

Funds for Title I projects and Surface Transportation projects must be **expended by September 30, 2026**



Section 2: Obligation IFR



Summary of Obligation IFR

On November 9, 2023, Treasury released a new interim final rule to address recipients' questions regarding the definition of "obligation" and to provide related guidance and clarifications.

- **The Obligation IFR provides information regarding:**
 - Revision to the definition of "obligation" at 31 CFR 35.3
 - Application of the obligation deadline (December 31, 2024) to subrecipients
 - Amending or replacing contracts and subawards after the obligation deadline
- **The Obligation IFR does not:**
 - Alter the eligible use categories, including how recipients may use funds under the revenue loss eligible use category
 - Alter the obligation and expenditure deadlines for the SLFRF program



I. Revision to the Definition of Obligation: Background

- Sections 602 and 603 of the Social Security Act provided that SLFRF funds may only be used to cover **costs incurred** by December 31, 2024.
- In the 2022 Final Rule, Treasury implemented this statutory requirement by providing that a **cost is considered incurred if a recipient has incurred an obligation** for the cost by December 31, 2024.
- Treasury defined **“obligation”** as **“an order placed for property and services and entering into contracts, subawards, and similar transactions that require payment.”** This definition is based on the *Uniform Guidance* definition of “financial obligations.”



I. Revision to the Definition of Obligation

Definition of “Obligation”

Continues to mean...

An order placed for property and services and entry into contracts, subawards, and similar transactions that require payment.

And now also means...

Incurring an obligation by December 31, 2024, in connection with a requirement under federal law or regulation or a provision of the SLFRF award terms and conditions to which the recipient becomes subject as a result of receiving or expending funds.

Key Update

A recipient may use SLFRF funds to cover the costs of meeting the following:

Reporting and compliance requirements

Single Audit costs

Record retention and internal control requirements

Property standards

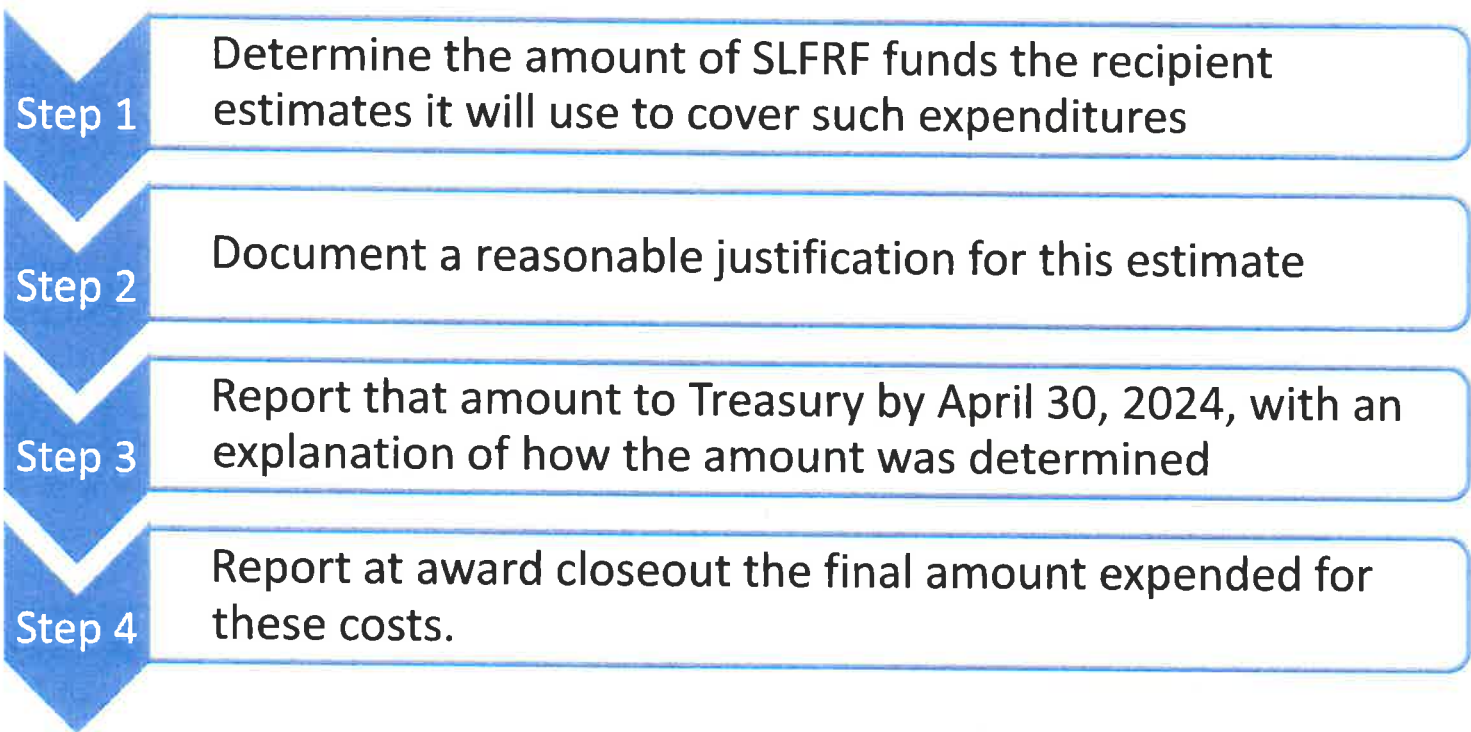
Environmental compliance requirements

Civil rights and nondiscrimination requirements



I. Revision to the Definition of Obligation: Reporting

Overview of How-to Estimate and Report Expenditures



Prior to the April 2024 reporting period, Treasury will update the SLFRF *Compliance and Reporting Guidance* to reflect the additional reporting requirements.

I. Revision to the Definition of Obligation: Clarifications

- Treasury considered some recipients' comments to revise the rule to define "costs incurred" by reference to recipient appropriation, budget, or allocation processes, and explains that this approach would not provide a standard that could be applied consistently across recipients.
- Recipients may continue to charge their current negotiated indirect cost rate or use the de minimis rate of 10 percent pursuant to 2 CFR 200.414(f) after December 31, 2024, through December 31, 2026.



Case Study #1: Reporting/Compliance Personnel

Definition of Obligation

- **Case example:** A recipient has hired additional finance, contracting and reporting staff whose payroll is funded with SLFRF funds to manage the compliance of SLFRF-funded projects. The recipient's established internal policies and procedures obligate personnel costs when the work is performed.
- **Question:** Can the recipient incur these costs between January 1, 2025, and December 31, 2026?
- **Response:** Yes. The Obligation IFR amends the definition of obligation to include requirements under federal law or regulation or a provision of the SLFRF award terms and conditions. This includes the cost of meeting reporting and compliance requirements. To use SLFRF funds for these costs, recipients must estimate these costs and report them to Treasury by April 30, 2024.



Case Study #2: Definition of Obligation

Definition
of
Obligation

- **Background:** In 2022, a recipient’s legislative body approved the proposed appropriation of all of the recipient’s SLFRF award funds.
- **Question:** Does this appropriation meet Treasury’s revised definition of obligation?
- **Response:** No, the appropriation does not provide a standard that could be applied consistently across recipients.



Case Study #3: Program Personnel

Definition
of
Obligation

- **Background:** A recipient is using SLFRF funds to provide mental health services to residents impacted by the pandemic. The recipient has hired eight full-time employees funded by SLFRF to implement the program, including social workers to deliver mental health services and case management. The recipient’s established internal policies and procedures obligate personnel costs when the work is performed.
- **Question:** Can this recipient incur these personnel costs between January 1, 2025 and December 31, 2026?
- **Response:** If a recipient’s established practices and policies obligate personnel costs when the work is performed, the recipient should follow the established practice for SLFRF personnel costs. In this example, the recipient’s own internal policies and procedures would **not** allow the recipient to obligate personnel costs beyond 2024.



Case Study #4: Indirect Costs

Definition
of
Obligation

- **Background:** A recipient calculates indirect costs after the end of FY 2024 based on the recipient’s NICRA applied to eligible expenditures in that year. This process cannot be completed until the recipient’s expenditures are final. For 2024-2026, this won’t occur until after the obligation deadline of December 31, 2024.
- **Question:** Can this recipient charge indirect costs for 2024, 2025 and 2026?
- **Response:** The Obligation IFR clarifies that to the extent that recipients have been covering expenses of personnel and other related administrative expenses needed to comply with administrative and other legal requirements under their current indirect cost rate, recipients may continue to do so.



II. Application of Obligation Deadline to Subrecipients

- The obligation deadline applies to the recipient of SLFRF funds, and a cost is considered to have been incurred once a recipient enters into a subaward or contract that obligates the recipient to cover that cost.
- Subrecipients are not subject to the December 31, 2024, obligation deadline.
- Subrecipients and contractors do not need to take additional steps to obligate funds after entering into a subaward or contract with the recipient.



Case Study #5: Subrecipients

Application to Sub- recipients

- **Background:** A recipient has awarded a contract to a subrecipient to provide services for unhoused persons. The contract was executed in 2023 and ends on December 31, 2026.
- **Question:** Does the subrecipient need to take any additional actions to meet the obligation deadline after executing the contract with the recipient?
- **Response:** No – the subrecipient does not need to take any additional actions to obligate funds.



III. Amendment and Replacement of Contracts or Subawards

Recipients cannot re-obligate funds or obligate additional SLFRF funds after the obligation deadline of December 31, 2024

However, after the obligation deadline, if the contract or subaward was entered into prior to December 31, 2024, **recipients may replace the contract or subaward under these circumstances:**

- ① *The recipient terminates the contract or subaward because of the contractor or subrecipient's default, the contractor or subrecipient goes out of business, or the recipient determines that the contractor or subrecipient will not be able to perform under the contract or carry out the subaward.*
- ② *The recipient and contractor or subrecipient mutually agree to terminate the contract or subaward for convenience.*
- ③ *The recipient terminates the contract or subaward for convenience if the contract or subaward was not properly awarded, there is clear evidence that the contract or subaward was improper, the recipient documents the determination that it was not properly awarded, and the original contract or subaward was entered into by the recipient in good faith.*



Case Study #6: Contractor Issue

Amendment
and
Replacement
of Contracts
or Subawards

- **Background:** A recipient has awarded a contract for a capital expenditure. In March 2025, the contractor ceases business unexpectedly. The project is only 50% completed. The recipient wants to enter into a new contract with a different contractor to complete the project.
- **Question:** Can the recipient enter into a new contract after the obligation deadline with a new contractor to complete this project?
- **Response:** Treasury is clarifying that after December 31, 2024, recipients are permitted to replace a contract or subaward entered into prior to December 31, 2024, under specific circumstances, which include contractor default or the contractor or subrecipient goes out of business



Case Study #7: Obligation after December 31, 2024

Amendment
and
Replacement
of Contracts
or Subawards

- **Background:** A recipient has obligated all of its SLFRF funds by December 31, 2024. In the recipient’s Single Audit in June 2025, the auditor identifies issues with a project. To ensure SLFRF funds are spent in compliance with all requirements, the recipient removes the project from its pool of SLFRF funds. The recipient has identified a new use of funds that can be expended by December 31, 2026; however, the recipient is not certain that the funds can be moved to the new project.
- **Question:** How can the recipient re-obligate funds?
- **Response:** Recipients cannot re-obligate funds to a new project after 2024 that does not meet the obligation deadline, such as a new project that does not yet have an order placed for property and services or entered into a contract, subawards, and similar transaction that requires payment.



Obligation IFR: Summary

Revision to the definition of “obligation” at 31 CFR 35.3

- » Under the Obligation IFR, the definition of obligation is unchanged but a recipient is also considered to have incurred an obligation by December 31, 2024, when recipients incur costs related to the legal and administrative requirements of the SLFRF award funds
- » Recipient appropriation, budget, or allocation processes would not provide a standard that could be applied consistently across recipients related to the definition of obligation
- » Recipients can continue to charge indirect cost rates to SLFRF throughout the period of performance

Application of the obligation deadline (December 31, 2024) to subrecipients

- » Subrecipients are not subject to the obligation deadline. The obligation deadline applies to the recipient of SLFRF funds

Amending or replacing contracts and subawards after the obligation deadline

- » In general, recipients cannot re-obligate funds or obligate additional funds after the obligation deadline
- » However, after the obligation deadline, for a contract or subaward that was entered into prior to December 31, 2024, recipients are permitted to replace the contract or subaward if one of three situations occur, as outlined in the Obligation IFR

Section 3: Public Comment



Public Comment Period

- The IFR was submitted for publication on November 9, 2023 and will become effective when published. That will also begin the 30-day comment period. You may submit comments (1) electronically through the Federal eRulemaking Portal: <http://www.regulations.gov> or (2) by mail to:

Office of Recovery Programs
Department of the Treasury
1500 Pennsylvania Avenue NW
Washington, D.C. 20220
- All comments should be captioned “Coronavirus State and Local Fiscal Recovery Funds Obligation Interim Final Rule Comment.” Please also include your:
 - Name
 - Organization affiliation
 - Address
 - Email address
 - Telephone number
- In general, comments received will be posted on <http://www.regulations.gov> without change, including any business or personal information provided. Comments received, including attachments and other supporting materials, will be part of the public record and subject to public disclosure. Do not enclose any information in your comment or supporting materials that you consider confidential or inappropriate for public disclosure.



Section 4: Q&A



Thank you.



For More Information about SLFRF:

Please visit Treasury’s State & Local website at www.treasury.gov/SLFRF

For Media Inquiries:

Please contact the U.S. Treasury Press Office at (202) 622-2960

For General Inquiries:

Please email SLFRF@treasury.gov





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)

Cont. w/s
1/29/24 @ 1pm

Department: Information Technology

JAN 29 2024

WORK SESSION ☒ Meeting Date: 01/29/24 (CONTINUED) 1pm

REGULAR AGENDA ☐ Meeting Date:

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

Item summary:

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

Documents exempt from public disclosure attached: ☐

Executive summary:

Many organizations are exploring artificial intelligence (AI) as a transformative tool to enhance efficiency, streamline processes, and improve customer service. County leadership and the IT department want to conduct an open discussion on the opportunities, challenges, and risks of incorporating AI into county operations.

Budgetary impact: None at this time.

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

Recommended action: Solicit feedback from department heads, elected officials, and other government organizations on the feasibility of using AI in county operations.

County Official signature & print name: Mark Doten

Name of Employee/Stakeholder attending meeting: Mark Doten, Monicka Anderson

Relevant Departments: IT, BOCC

Date submitted: 01/04/2024

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