



AGENDA
BOARD OF CLALLAM COUNTY COMMISSIONERS
223 East 4th Street Room 160
Port Angeles, Washington
Tuesday, January 25, 2022 – 9:00 a.m.

****ATTENTION****

In response to the current pandemic, to promote social distancing, and in compliance with Governor's Proclamation and the recommendation of the Clallam County Health Officer, the Board of Commissioners meetings will be virtual only. The Board of Commissioners strongly encourages public comments to be submitted in writing.

This meeting can be viewed on a live stream at this link:
<http://www.clallam.net/features/meetings.html>

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

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

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

CALL TO ORDER, PLEDGE OF ALLEGIANCE, ROLL CALL

REQUEST FOR MODIFICATIONS/APPROVAL OF AGENDA

PUBLIC COMMENT – Please limit comments to three minutes (10 minutes total)

CONSENT AGENDA – Any Commissioner may remove items for discussion

- 1a. Approval of vouchers for the week of January 17

Approval of vouchers 

- 1b. Approval of minutes for the week of January 17

Approval of minutes 

REPORTS AND PRESENTATIONS

CONTRACTS AND AGREEMENTS

- 2a. Agreement with Washington Association of Sheriffs and Police Chiefs for Clallam's 24/7 Sobriety Program

Agreement 

- 2b. Agreement amendment 1 with Kitsap Public Health District for Youth Marijuana Prevention and Education Program AND Commercial Tobacco Prevention Program

Agreement 

- 2c. Contract amendment A with Salish Behavioral Health Organization for therapeutic courts

Contract 

BIDS AND AWARDS

- 3a. Request for qualifications to be received no later than 10 a.m., Tuesday, February 22, 2022 for Qualifications – 2022 Architecture/Engineering Consulting Services

Request for qualifications 

ADMINISTRATION

- 4a. Resolution canceling uncollectible personal property taxes

Resolution 

BUDGET

- 5a. Resolution adopting the following Budget Revisions:
NonDepartmental American Rescue Plan Act – Additional American Rescue Plan Act ARPA
funding to be used for the purchase of body scanning security system/\$183,872

Resolution 

PUBLIC WORKS

- 6a. Resolution declaring the temporary closure of East Beach Road No. 92210

Resolution 

Resolution Updated 1-24-2022 

HEARING(S) – Beginning at 10:30 a.m.

- H1. Ordinance adding a Chapter to the Clallam County Code Title 3 – Administration/Personnel
Chapter 3.50 Bonds for Officials

Ordinance 

- H2. Resolution for proposed grant from the Opportunity Fund for the City of Forks Waste Water
Treatment Facility.

Resolution 

PUBLIC COMMENT - Please limit comments to three minutes

JOINT MEETING - Beginning at 11 a.m.

- * **Joint meeting with Representative Kilmer**

Joint meeting 

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

The following meetings are scheduled for the Board of Commissioners January 24 - 28:

Monday, January 24:

9:00 a.m. Work Session

12:00 p.m. WSAC Virtual COVID Update

Tuesday, January 25:

10:00 a.m. Board Meeting

10:30 a.m. Hearing(s) - See Agenda

11:00 a.m. Joint Meeting with Representative Kilmer

3:00 p.m. William Shore Memorial Pool District Meeting

4:00 p.m. Prevention Works! Meeting

Thursday, January 27:

4:00 p.m. Miller Peninsula Park Update

INSTRUCTIONS FOR SPEAKING AT A COMMISSIONERS' MEETING:

- Members of the public wishing to address the Board on general items may do so during the designated times on the agenda.
- Members of the public wishing to comment at the public hearing are asked to sign in on the sheet provided giving their name and address.
- The Chair may limit the comment period to 3 minutes for each speaker subject to Board concurrence.
- Speakers, generally, will be heard in the order they signed up. All comments must be made from the speaker's rostrum and any individual making comments shall first state their name and address for the official record.
- General comments, applause, booing from members of the audience are inappropriate and may result in removal.

These guidelines are intended to promote an orderly system for conducting a public hearing so that each person has an opportunity to be heard and to ensure that exercising their right of free speech embarrasses no one.

Note: 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.



Date of report:

General	\$290,316.82
Other	\$278,141.73
Total	\$568,458.55

STATE OF WASHINGTON)
)
County of Clallam)

This is to certify that the foregoing Final Check Lists a.k.a., Register of Warrants for the period herein indicated, is a full, true, and correct representation of the corresponding payments for services rendered to and supplies and equipment received by all Clallam County government operations as recorded in the books or original entry maintained by this office.

WITNESS MY HAND AND OFFICIAL SEAL THIS _____ DAY OF _____ 2022.

SHOONA RIGGS COUNTY AUDITOR

CLALLAM COUNTY BOARD OF COMMISSIONERS does hereby certify that the services and merchandise herein specified have been received and that the claims listed and numbered above are hereby approved for payment:

BOARD OF COMMISSIONERS
CLALLAM COUNTY, WASHINGTON

MARK OZIAS, Chair

BILL PEACH

RANDY JOHNSON

RICH SILL (County Administrator)

Weekly Expenditures

January 17 - 21, 2022

Fund #	Department	Expenditures		Use Tax	
		General Fund	Other	General Fund	Other
00100.211	Assessor	22,518.35			
00100.221	Auditor	2,001.69			
19914.291	BOCC - Veterans Relief		7,138.80		
00100.871	District Court I	217.39			
11301.511	Health & Human Services (HHS)		7,569.14		39.17
00100.511	HHS - Environmental Health	10,192.26			
11322.511	HHS - Homeless Task Force		23,457.62		
11323.511	HHS - Chem Dep/Mental Hlth		9,540.98		
11324.511	HHS - Affordable Housing		2,747.15		
11331.511	HHS - Developmental Disabilities		7,295.52		
00100.461	Human Resources (HR)	1,533.28			
50401.461	HR - Risk Management		34.95		
00100.411	Information Technology (IT)	28,038.99			
00100.851	Juvenile Services	19,247.65		13.73	
13001/13051	Noxious Weed/LMD #2 (Lake Mgmt. Dist.)		42.34		
00100.911/912	Parks Fair Facilities (PFF)	34,128.32			
30101.911	PFF - REET 1 (Real Estate Excise Tax)		132,447.52		
30201.911	PFF - REET 2 (Real Estate Excise Tax)		2,730.00		
00100.841-843	Prosecuting Attorney	76,276.04			
	Public Works (PW)				
10101.611	PW - Roads		25,290.34		
41401.611	PW - Clallam/Seki Sewer		3,667.00		
42401.611	PW - Carlsborg Sewer		7,475.24		
43401.611	PW - Bullman Beach Water System		972.70		
50301.611	PW - ER&R (Equip'l Rental & Revolving)		43,703.91		
00100.811-815,817	Sheriff	51,342.07			
00100.816	Sheriff - Jail Medical	6,530.19		193.29	
11003.811	Sheriff - Boating Safety		580.42		
11008.811	Sheriff - OPNET Drug		1,335.04		
11065.811	Sheriff - OPSCAN Operations		353.95		
11080.811	Sheriff - Inmate Commissary		525.45		4.49
00100.861	Superior Court	38,083.57			
12905.861	Superior Court - Dispute Resolution		630.00		
12911.861	Superior Court - Courthouse Facilitator		560.00		
Total		290,109.80	278,098.07	207.02	43.66

Report Reconciliation		Totals			
Total	568,207.87	General Fund	290,316.82		
Final Check Lists	568,207.87	Other	278,141.73		
Difference	-	Total	568,458.55	Use Tax	250.68

COPY

Prepared by:

Sara DeBiddle, Clallam County Auditor's Office

Invoice History Use Tax Report
CLALLAM COUNTY

Tran Date	Vendor Name	Invoice / Credit Memo No.	Doc Group	Taxable Amount	Tax Amount	Invoice Total
1/11/2022	U S BANK	3321	dputnam1	156.00	13.73	156.00
1/12/2022	SWANSONS SERVICES CORP.	1541729	jkoon	51.00	4.49	51.00
1/12/2022	U S BANK	4761-Jan22	jkoon2	2,196.45	193.29	2,196.45
1/25/2022	U S BANK	7298-010622	cthompso	445.13	39.17	445.13
Totals:				2,848.58	250.68	2,848.58

Bank : apbank U S BANK

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
1/25/2022	0000360	CLALLAM COUNTY ER&R	2021.329E	1/13/2022	VEHICLE RENTAL FOR DEC	634.44	634.44
1/25/2022	0000947	MARSHALL & SWIFT, BOECH	M&S COMM 202	1/13/2022	MARSHALL AND SWIFT COMI	718.54	718.54
1/25/2022	0001179	PACIFIC OFFICE EQUIPMENT	1093536	1/13/2022	CONTRACT OVERAGE CANO	154.95	
			1093537	1/13/2022	CONTRACT OVERAGE CANO	115.06	270.01
1/25/2022	0001211	PENINSULA DAILY NEWS	PDN1-2022	1/13/2022	PDN SUBSCRIPTION	44.20	44.20
1/25/2022	0001641	VERIZON WIRELESS	9895776453	1/13/2022	DATA FOR MOBILE APPRAISA	240.06	240.06
1/25/2022	0017746	IAAO	22-10199991	1/13/2022	IAAO DUES FOR TINA	225.00	
			22-00140776	1/13/2022	IAAO DUES FOR PAM	225.00	
			22-1061196	1/13/2022	IAAO DUES FOR DAN	225.00	
			22-10210096	1/13/2022	IAAO DUES FOR LORRIE	225.00	900.00
1/25/2022	0029534	HARRIS GOVERN	TAMN00001277	1/13/2022	MTC FOR FIRST QTR PACS S	12,592.82	
			TAMN00001053	1/13/2022	PACS CLOUD HOSTING FOR	4,794.28	
			TAMN00001233	1/13/2022	PACS COMM M&S MTC	2,174.00	19,561.10
1/25/2022	0046151	WSACA	2022-005	1/13/2022	WSACA DUES FOR PAM	150.00	150.00
Sub total for U S BANK:							22,518.35

0.*
568,207.87*+
7,138.80+
39,273.57+
6,530.19+
54,136.93+
12,114.94+
25,290.34+
43,703.91+
76,276.04+
19,067.76+
150,238.08+
42.34+
19,247.65+
28,038.99+
1,568.23+
60,802.67+
217.39+
2,001.69+
22,518.35+
0.*

Bank : apbank U S BANK

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
	1/25/2022	0001179	PACIFIC OFFICE EQUIPMENT	1093538	12/31/2021 CONTRACT COPIER 10785-09	103.24	
				1093540	12/31/2021 CONTRACT COPIER 11455-03	23.79	
				1093539	12/31/2021 CONTRACT COPIER 10931-08	13.12	140.15
1/25/2022	0001641	VERIZON WIRELESS	9895859449	12/24/2021	MIFI FOR KIOSKS	40.01	40.01
1/25/2022	0020849	U S BANK	287317537300	12/9/2021	POSTAGE FOR KING COUNT	11.47	11.47
1/25/2022	0032234	DEBIDDLE, SARA	DeBiddle 12/28/2	12/28/2021	REIMBURSE FOR KEYS TO L	10.06	10.06
1/25/2022	0036103	WSACA	2022-05	12/21/2021	2022 ANNUAL DUES	1,800.00	1,800.00
Sub total for U S BANK:							2,001.69

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Final Check List
CLALLAM COUNTY

District Court I

Page: 1

Bank : apbank U S BANK

<u>Check #</u>	<u>Date</u>	<u>Vendor</u>	<u>Invoice</u>	<u>Inv Date</u>	<u>Description</u>	<u>Amount Paid</u>	<u>Check Total</u>
	1/25/2022	0001509	CORDANT HEALTH SOLUTIONTC-1631012312	12/31/2021	CORDANT - RANDOM UA'S	217.39	217.39
Sub total for U S BANK:							217.39

Final Check List
CLALLAM COUNTY

Bank : apbank U S BANK

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
1/25/2022	0020849	U S BANK	12202021	1/12/2022	HOPS - DYNAMIC SALES AND	1,120.08	
			113-2860847-66	1/12/2022	HOPS - AMAZON.COM - DOOI	33.71	
			A13139719	1/12/2022	WQ - FISHER SCIENTIVIC CR	-541.80	611.99
1/25/2022	0000336	CLALLAM CONSERVATION DIS	NEP21-OSS#7	12/10/2021	OSS-NOVEMBER 2021 OSS C	1,046.52	
			EPA21-PIC10	12/10/2021	WQ-NOVEMBER 2021 PIC IMF	293.78	1,340.30
1/25/2022	0000360	CLALLAM COUNTY ER&R	2021.324E	1/3/2022	FOOD-MONTHLY VEHICLE RE	1,368.00	1,368.00
1/25/2022	0000674	GOVCONNECTION, INC.	72168619	1/5/2022	WLAB-SCANNER	1,346.32	1,346.32
1/25/2022	0000700	HACH COMPANY	12794070	12/15/2021	WLAB-WATER LAB SUPPLIES	1,042.48	1,042.48
1/25/2022	0000769	IDEXX DISTRIBUTION INC	3097993512	12/23/2021	WLAB-SEALER PLUS	3,527.77	
			3097992468	12/23/2021	WLAB-WARRANTY FOR SEAL	816.00	
			3098243657	12/29/2021	WLAB-WATER LAB SUPPLIES	196.16	4,539.93
1/25/2022	0000870	KONP RADIO 1450	12226-4	12/31/2021	OSS-DECEMBER 2021 RADIO	425.00	425.00
1/25/2022	0001113	OFFICE DEPOT, INC	2100205337001	12/14/2021	OSS-OFFICE SUPPLIES	60.70	
			210437250001	12/15/2021	OSS-OFFICE SUPPLIES	39.16	99.86
1/25/2022	0001179	PACIFIC OFFICE EQUIPMENT	1093587	12/31/2021	EHADMIN-COPIER 10272	62.95	
			1093588	12/31/2021	FOOD-COPIER 10297	29.09	92.04
1/25/2022	0001602	SPECTRA LABORATORIES, KI	21-09390	12/21/2021	WLAB-WATER TESTING	35.00	35.00
1/25/2022	0020849	U S BANK	7298-010622	1/5/2021	WLAB-DIGITAL THERMOMETI	445.13	445.13
1/25/2022	0000296	CENTURYLINK	255343151	12/24/2021	HOPS - FORKS OFFICE 1-800	8.03	8.03
1/25/2022	0000546	EXPRESS SERVICES, INC	26488694	12/15/2021	HOPS - EXTRA HELP EMPLO	2,748.56	
			26515116	12/21/2021	HOPS - EXTRA HELP EMPLO	2,389.43	5,137.99
1/25/2022	0000593	FORKS, CITY OF	CF 1-1-22	1/1/2022	HOPS - FORKS OFFICE UTILI	64.44	64.44
1/25/2022	0037042	OFFICE DEPOT	211108954001	12/14/2021	HOPS - OFFICE SUPPLIES	135.27	
			211109044001	12/14/2021	HOPS - OFFICE SUPPLIES	39.81	
			211018636001	12/15/2021	HOPS - OFFICE SUPPLIES	17.48	
			211108985001	12/14/2021	HOPS - OFFICE SUPPLIES	11.96	204.52
1/25/2022	0001300	PUBLIC UTILITY DISTRICT	20704-012022	1/12/2022	HOPS - FORKS OFFICE UTILI	190.44	190.44
1/25/2022	0001508	STERICYCLE, INC	3005825798	12/13/2021	HOPS - SYRINGE DISPOSAL	455.94	455.94
1/25/2022	0001641	VERIZON WIRELESS	9895715912	12/23/2021	HOPS - WIC PROGRAM 1 CEI	169.90	169.90
1/25/2022	0001704	WA ST DEPT OF HEALTH	DOH 1-11-22	1/11/2022	HOPS - PW 2022 RENEWAL	145.00	145.00
1/25/2022	0001767	WEST WASTE & RECYCLING	0000235573	12/31/2021	HOPS - GARBAGE COLLECT	39.09	39.09

Bank : apbank U S BANK		(Continued)					
Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
1/25/2022	0032029	NORTH OLYMPIC REGIONAL,	11322-21-NORV	12/23/2021	HTF - SARGE'S PLACE - OCTO	3,528.00	
			11322-21-NORV	10/8/2021	HTF - SARGE'S PLACE - SEPT	3,528.00	
			11322-21-NORV	10/8/2021	HTF - SARGE'S PLACE - AUG	3,528.00	
			11322-21-NORV	12/23/2021	HTF - SARGE'S PLACE - NOV	3,360.00	13,944.00
1/25/2022	0001127	OLYMPIC COMMUNITY ACTIO	11322-21-OLYC	12/20/2021	HTF - SEQUIM WARMING CEI	2,424.54	2,424.54
1/25/2022	0026762	THE ANSWER FOR YOUTH	11322-21-BTG 1	1/1/2022	HTF - BRIDGING THE GAP 10	6,154.83	
			11322-21-SFO 1	1/3/2022	HTF - STAR FLEET OPERATIC	934.25	7,089.08
1/25/2022	0001252	PORT ANGELES, CITY OF	11323-21-PASD	12/20/2021	CD/MH - COMMUNITY PARAM	8,558.48	8,558.48
1/25/2022	0001763	WEST END OUTREACH	11323-21-WEO	12/15/2021	CD/MH - BEHAVIORAL HEALT	982.50	982.50
1/25/2022	0032029	NORTH OLYMPIC REGIONAL,	11324-21-NORV	12/23/2021	AH - SARGE'S PLACE AND CA	1,110.86	
			11324-21-NORV	12/23/2021	AH - SARGE'S PLACE AND CA	896.75	
			11324-21-NORV	10/14/2021	AH - SARGE'S PLACE AND CA	739.54	2,747.15
1/25/2022	0000305	CHARLES, JENNIFER	MILEAGE-12/21	1/7/2022	DDD-DECEMBER 2021 BUSIN	62.72	62.72
1/25/2022	0001462	CLALLAM MOSAIC	11331-20-CMP2	1/10/2022	DDD-DECEMBER 2021 PAREN	1,000.00	
			11331-20-CMFP	1/3/2022	DDD-DECEMBER 2021 CMFP	420.00	
			11331-20-CMFP	1/10/2022	DDD-DECEMBER CMFP EVAL	400.00	
			11331-20-CMP2	1/10/2022	DDD-DECEMBER 2021 PAREN	400.00	2,220.00
1/25/2022	0000396	CONCERNED CITIZENS	11331-20-CCEC	12/16/2021	DDD-NOVEMBER 2021 ENHAI	2,695.82	
			SSD-12/21	1/5/2022	DDD-SSD DECEMBER 2021	375.00	3,070.82
1/25/2022	0000577	FIRST STEP FAMILY SUPPORT	11331-20-FSSPF	1/10/2022	DDD-DECEMBER 2021 SPP C	1,092.00	1,092.00
1/25/2022	0001017	MORNINGSIDE INC	SSD-12/21	1/10/2022	DDD-DECEMBER 2021 SSD	645.00	645.00
1/25/2022	0001113	OFFICE DEPOT, INC	211018636001	12/15/2021	DDD-OFFICE SUPPLIES	17.48	17.48
1/25/2022	0001685	W.I.S.E	9491	12/31/2021	DDD-DECEMBER 2021 TECHI	187.50	187.50
Sub total for U S BANK:							60,802.67

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Final Check List
CLALLAM COUNTY

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Page: 1

Bank : apbank U S BANK

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total		
	1/25/2022	0020849	U S BANK		US BANK Jan 2'	1/17/2022	US BANK HR	1,568.23	1,568.23
Sub total for U S BANK:								1,568.23	

Bank : apbank U S BANK

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
1/25/2022	0000268	WAVE BUSINESS	103951201-0008	1/12/2022	CPI - COMBINED FIBER	3,660.45	3,660.45
1/25/2022	0000674	GOVCONNECTION, INC.	72247011	1/12/2022	COV: IT20220101A - PRINTER	286.70	286.70
1/25/2022	0001113	OFFICE DEPOT, INC	205908977001	1/12/2022	IT20211102 - OFC SUPPLIES	389.35	389.35
1/25/2022	0001179	PACIFIC OFFICE EQUIPMENT	1093544	1/12/2022	BOCC COPY COUNTS - TAG 9	471.19	
			1093545	1/12/2022	IT COPY COUNTS TAG 8510	109.98	
			1093546	1/12/2022	MULTIMEDIA COPY COUNTS	60.56	641.73
1/25/2022	0001641	VERIZON WIRELESS	9895859446	1/12/2022	IT CELL & DATA PLANS	999.14	
			9893536601-B	1/12/2022	RECOVERY / REINSATE ACCO	442.22	
			9895859450	1/12/2022	CREDIT	-43.07	1,398.29
1/25/2022	0001706	CONSOLIDATED TECHNOLOG	90812969	1/12/2022	IT20220112A - GIS GEOSPATI	6,000.00	
			2021120306	1/12/2022	IGN PORTION	1,373.03	7,373.03
1/25/2022	0001828	NIKOLA ENGINEERING INC	48643	1/12/2022	FORKS CITY HALL HI-SPEED	205.70	
			48642	1/12/2022	BLYN JUSTICE CENTER HIGH	55.00	260.70
1/25/2022	0004211	CENTURYLINK	206T3137358-01	1/12/2022	COURTHOUSE T-1	490.14	
			206T222202-011	1/12/2022	COURTHOUSE T-1 #2	490.14	
			3604574863-011	1/12/2022	JUVIE FAX LINES (3)	282.26	
			206T211472-011	1/12/2022	FORKS T-1 LINE	233.16	
			3605651032-011	1/12/2022	MODEM POOL	132.63	
			3606832263-011	1/12/2022	SEQUIM SHERIFF #2	98.11	
			3604574397-011	1/12/2022	JUVIE COURTROOM FAX	66.03	
			3606832192-011	1/12/2022	SEQUIM SHERIFF #1	63.20	
			3604576843-011	1/12/2022	JUVIE PHONE SWITCH	59.69	
			3604570323-011	1/12/2022	PA SHOP PHONE SWITCH	59.69	
			206T414008-011	1/12/2022	SHERIFF COURTHOUSE LINE	56.84	
			206T413216-011	1/12/2022	JUVIE COURT	41.17	
			206T415684-011	1/12/2022	ALARMS	4.38	2,077.44

Bank : apbank U S BANK

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Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
	1/25/2022	0020849 U S BANK	355626	1/12/2022	SHER20211209A 5G ADAPTEF	1,488.38	
			355589	1/12/2022	SHER20211209A - WALL MOU	498.30	
			1-7uv0b6n	1/12/2022	IT20211015A - IEEE MEMBER\$	266.00	
			1135871296404	1/12/2022	IT20211210 - OFC SUPPLIES	246.27	
			211012-0098	1/12/2022	IT20220101 FIBER LINE TO P	160.00	
			B1-387268476	1/12/2022	SHER20220112 - CLALLAM BA	144.86	
			m12581162456	1/12/2022	IT20211214 - LAPTOP ROLLIN	124.03	
			61b8ed78727	1/12/2022	IT20211212 - ROLLING LAPTC	116.90	
			11392302811477	1/12/2022	PERS20220101 - KB/M FOR R	85.94	
			SO-13138	1/12/2022	IT20211216 - CABLES	32.63	
			61b8ed78727-X	1/12/2022	IT20211212 - REFUND	-116.90	3,046.41
	1/25/2022	0023718 AT&T	3604574865LD-(	1/12/2022	JUVIE FAX LINES (3) LONG DI	68.37	
			3604574397LD-(	1/12/2022	JUVIE COURTOOM FAX LONC	46.70	
			0306024016001I	1/12/2022	WEST END TOLL-FREE LINE	28.54	143.61
	1/25/2022	0033533 .SPOK INC	581713	1/12/2022	IT20220112 - SPOK PCIE CAR	8,761.28	8,761.28
Sub total for U S BANK:							28,038.99

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Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
1/25/2022	0000360	CLALLAM COUNTY ER&R	2021.331E	12/21/2021	VEHICLE RENTAL/LEASE	1,500.00	1,500.00
1/25/2022	0000363	CLALLAM COUNTY SHERIFF	C21-058	12/22/2021	DET MEALS	720.20	720.20
1/25/2022	0000371	CLALLAM TRANSIT SYSTEM	2021-J12	12/31/2021	PRO SVCS	36.00	36.00
1/25/2022	0000628	GALLS LLC	020071275	12/23/2021	UNIFORMS & CLOTHING	116.03	116.03
1/25/2022	0001113	OFFICE DEPOT, INC	214050144002	12/16/2021	OFFICE SUPPLIES	46.94	
			214050144003	12/29/2021	OFFICE SUPPLIES	34.55	81.49
1/25/2022	0001179	PACIFIC OFFICE EQUIPMENT	1093778	12/31/2021	EQUIP-REPAIR/MAINT	186.94	
			1093779	12/31/2021	EQUIP-REPAIR/MAINT	155.65	
			1093782	12/31/2021	EQUIP-REPAIR/MAINT	39.02	
			1093781	12/31/2021	EQUIP-REPAIR/MAINT	4.82	
			1093780	12/31/2021	EQUIP-REPAIR/MAINT	3.76	390.19
1/25/2022	0001252	PORT ANGELES, CITY OF	111621PA	12/30/2021	UTILITIES-CITY OF PA	4,728.56	4,728.56
1/25/2022	0001262	PORT OF PORT ANGELES	175451	1/1/2022	BUILDING/OFFICE RENTAL-L	2,572.86	2,572.86
1/25/2022	0001509	CORDANT HEALTH SOLUTION	TC-1645012312	12/31/2021	PRO SVCS-DIV	145.41	145.41
1/25/2022	0001547	SYSCO FOOD SERVICES OF	455030781	1/5/2022	DET FOOD	216.24	
			455009668	12/22/2021	DET FOOD	111.47	327.71
1/25/2022	0001723	WSDOT/WA ST FERRIES	*RK384680	12/31/2021	TRAVEL/BUSINESS	46.80	46.80
1/25/2022	0017787	DAIRY FRESH FARMS INC	8182135605	12/22/2021	DET FOOD	115.10	
			8182136306	12/29/2021	DET FOOD	58.33	
			8182134909	12/15/2021	DET FOOD	25.95	
			8182200504	1/5/2022	DET FOOD	-2.94	196.44

Final Check List
CLALLAM COUNTY

Bank : apbank U S BANK

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Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
1/25/2022	0020849	U S BANK	8GNSLCLJYVC	12/23/2021	REGISTRATION-MEETINGS N	1,000.00	
			0002525	12/7/2021	OP SUPPLIES-MINDWORKS,	794.24	
			113313	12/1/2021	SOFTWARE LICENSE-RELIAT	217.61	
			094795	12/20/2021	DET FOOD-COSTCO	161.17	
			3321	1/1/2022	SOFTWARE LICENSE-CASA M	156.00	
			036871	12/6/2021	DET FOOD-COSTCO	152.55	
			002044	1/4/2022	OFFICE SUPPLIES-WALMART	151.34	
			4G75W-W6A66-	12/10/2021	OFFICE SUPPLIES-VISTA PRI	97.94	
			G102Q-W6A60-	12/8/2021	OP SUPPLIES-VISTA PRINT	82.00	
			7202752	12/16/2021	REGISTRATION-NETCE	79.00	
			006680	12/22/2021	AWARDS AND RECOGNITION	75.00	
			078760	12/16/2021	FOOD-BLACKBIRD COFFEEH	70.00	
			048362	12/14/2021	POSTAGE-FED-EX	52.74	
			1369	12/17/2021	DUES/MEMBERSHIPS-WA LA	50.00	
			080839	12/20/2021	DET FOOD & SUPPLIES-WALI	46.67	
			003002	12/6/2021	DET FOOD & SUPPLIES-WALI	35.74	
			00022861	12/22/2021	AWARDS AND RECOGNITION	25.00	
			022569	12/22/2021	AWARDS AND RECOGNITION	20.00	
			081207	12/20/2021	DET FOOD-FRANZ	18.46	
			061043	12/10/2021	REGISTRATION-FOOD HANDI	10.00	
			059415	12/22/2021	AWARDS AND RECOGNITION	10.00	
			029429	12/10/2021	FOOD-COUNTRY AIRE	9.40	
			078137	12/14/2021	FOOD-BLACKBIRD COFFEEH	7.00	
			34520838	12/22/2021	AWARDS AND RECOGNITION	7.00	
			00020632	12/14/2021	FOOD & OP SUPPLIES-SAFE	5.11	3,333.97
1/25/2022	0022041	THOMAS SHERRY, M.S.	4461	12/31/2021	PRO SVCS-SSODA	300.00	
			4464	12/31/2021	PRO SVCS-SSODA	300.00	
			4462	12/31/2021	PRO SVCS-SSODA	300.00	
			4463	12/31/2021	PRO SVCS-SSODA	100.00	1,000.00
1/25/2022	0028699	SOUND PUBLISHING INC	PDN944242	12/8/2021	ADVERTISING-LEGAL NOTICI	165.90	
			PDN945525	12/22/2021	ADVERTISING-LEGAL NOTICI	161.16	327.06
1/25/2022	0029825	MARCOUX, BETTY	123121BM	12/31/2021	CAP VOL-MILEAGE	306.32	306.32
1/25/2022	0041147	AMERIGAS PROPANE LP	313079772	12/28/2021	UTILITIES	1,717.19	
			3130334490	12/16/2021	UTILITIES	1,537.49	3,254.68
1/25/2022	0041605	HOME DEPOT PRO	659565121	12/21/2021	DET SUPPLIES	69.85	69.85

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Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
1/25/2022	0043716	SCHLEMMER, BRIGITTE	1130123121BS	12/31/2021	CAP VOL-MILEAGE	50.40	50.40
1/25/2022	0046148	HATTON, GABRIEL	123121GH	12/31/2021	CAP VOL-MILEAGE	28.00	
			113021GH	11/30/2021	CAP VOL-MILEAGE	15.68	43.68
Sub total for U S BANK:							19,247.65

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Final Check List
CLALLAM COUNTY

Nox Weeds

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Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total	
	1/25/2022	0000933	LUCERO, CATHLEEN	149	1/12/2022	CERTIFIED LETTER POSTAGI	8.80	8.80
	1/25/2022	0001540	SWAIN'S GENERAL STORE IN	291353	1/12/2022	MARKER PAINT-FLOODPLAIN	30.78	30.78
	1/25/2022	0001641	VERIZON WIRELESS	9895118196	1/12/2022	GEN=1.38, FS=1.39	2.76	2.76
Sub total for U S BANK:							42.34	

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Final Check List
CLALLAM COUNTY

Parkes Fair Facilities (1)
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Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
1/25/2022	0000034	AIR FLO HEATING CO	61472552	1/11/2022	CH INSTALL SUPPLIED DUCT	353.60	353.60
1/25/2022	0000041	ALDERGROVE CONSTRUCTI(2009FAC Pay Ap		1/11/2022	2009FAC CH VAV PAY APP 2	124,545.68	124,545.68
1/25/2022	0000042	ALDERGROVE CONST RETAI(2009 FAC Retair		1/11/2022	2009FAC CH VAV PAY APP 2 R	5,999.31	5,999.31
1/25/2022	0000091	ANGELES MILLWORKS & LUM	30109	1/11/2022	SC FAUCET COVER, TEE INS	77.77	
			302197	1/11/2022	CH 5 GAL DIESEL CAN FOR T	42.26	
			302400	1/11/2022	JAIL WASHERS NUTS FOR SI	6.51	
			301447	1/11/2022	SC CREDIT RETURN PIPE HE	-37.83	88.71
1/25/2022	0000290	CED/STUSSER - SEATTLE	5948-1014037	1/11/2022	CH FLOURESCENT BULBS	548.35	548.35
1/25/2022	0000427	CRESCENT WATER ASSOCIA	1459 12/21	1/11/2022	FWB DEC 2021 WATER	50.00	50.00
1/25/2022	0000427	CRESCENT WATER ASSOCIA	1507 12/21	1/11/2022	SC DEC 2021 WATER	50.00	50.00
1/25/2022	0000546	EXPRESS SERVICES, INC	26515110	1/11/2022	CH COVID WK END 12/19/21 I	3,844.80	
			26579924	1/11/2022	CH COVID WK END 1/2/22 M I	2,884.32	6,729.12
1/25/2022	0000677	GRAINGER INC	9157890303	1/11/2022	CH FUSE FOR BOILER REPAI	916.10	
			9158615543	1/11/2022	CH HVAC REPAIR DAMPER R	439.11	
			9164621733	1/11/2022	CH REPLACEMENT DIAPHRA	210.01	
			9155730063	1/11/2022	CH LOW LEAD BRASS SLEEV	4.35	1,569.57
1/25/2022	0000750	HOME DEPOT CREDIT SERVI	5525283	1/11/2022	DRA ADAPTERS FAN FOR RV	98.75	98.75
1/25/2022	0001156	OLYPEN INC	220110-0015	1/11/2022	DRA DSL INTERNET	18.00	18.00
1/25/2022	0001179	PACIFIC OFFICE EQUIPMENT	1093551	1/11/2022	FG COPIER SERVICE	14.47	14.47
1/25/2022	0001187	PAPE MACHINERY INC	13228939	1/11/2022	CH MOWER SNOW BLOWER	409.32	
			13228871	1/11/2022	CH MOWER SNOW BLOWER	132.71	542.03
1/25/2022	0001252	PORT ANGELES, CITY OF	60387-101384 1:	1/11/2022	VET DEC 2021 UTIL AND TRA	330.34	
			60327-152976 1:	1/11/2022	CIB DEC 2021 UTIL	299.20	
			60387-154282 1:	1/11/2022	FG DEC 2021 UTIL	283.82	
			60387-152668 1:	1/11/2022	FG DEC 2021 UTIL	264.66	
			60387-153004 1:	1/11/2022	FG DEC 2021 UTIL	264.52	
			60387-154714 1:	1/11/2022	FG DEC 2021 UTIL	241.13	
			60387-153006 1:	1/11/2022	FG DEC 2021 UTIL	163.68	
			60387-152998 1:	1/11/2022	FG DEC 2021 UTIL	161.03	
			603897-154442	1/11/2022	FG DEC 2021 UTIL	89.73	
			60387-158232 1:	1/11/2022	FG DEC 2021 UTIL	32.03	2,130.14
1/25/2022	0026957	LEITZ FARMS INC	30648	1/11/2022	DRA 4.8 GAL PROPANE	16.00	16.00
1/25/2022	0035842	CLALLAM CO PARKS CREDIT	Dec 2021	1/11/2022	SC DRA DEC 2021 ONLINE CC	251.25	251.25
1/25/2022	0037225	JACKSON, DALE	817-20101 12/21	1/11/2022	2006FAC EOC RELOCATE PR	2,730.00	2,730.00

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Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total	
	1/25/2022	0038174	COASTAL FARM & RANCH	1879	1/11/2022	CH DE-ICE SPRAYER AND PA	1,279.22	1,279.22
	1/25/2022	0041504	IML SECURITY SUPPLY	3090856	1/11/2022	CH ELECTRIC STRIKE LOCKS	525.61	525.61
	1/25/2022	0041605	HOME DEPOT PRO	659812556	1/11/2022	CH DUST MAGNET SHEETS	465.69	465.69
	1/25/2022	0041765	CALL LUKE LLC	7004021	1/11/2022	SC MNGR RESIDENCE SERVI	356.86	
				1011021	1/11/2022	CH PERIMETER SPRAY BAIT	206.83	
				5004021	1/11/2022	JUV OUTSIDE PERIMETER SI	108.80	672.49
	1/25/2022	0044017	ALL AMERICAN PUBLISHING	L947832	1/11/2022	FG SPRING 2022 ADVERT IN	419.00	419.00
	1/25/2022	0044755	HERMANSON COMPANY LLP	8023062	1/11/2022	JUV VFD REPAIR SERVICE	1,141.09	1,141.09
Sub total for U S BANK:							150,238.08	

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Final Check List
CLALLAM COUNTY

Parks Fair Facilities (2) Page: 1

Bank : apbank U S BANK

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
	1/25/2022	0000546	EXPRESS SERVICES, INC	26569583	1/12/2022	CH COVID WK END 12/26/21	2,836.44
	1/25/2022	0001300	PUBLIC UTILITY DISTRICT	13575 12/21	1/12/2022	SC DEC ELECT	737.70
				25839 12/21	1/12/2022	DRA DEC ELECT	505.32
				25837 12/21	1/12/2022	DRA DEC ELECT	372.35
				75463 12/21	1/12/2022	SC DEC ELECT	314.62
				22650 12/21	1/12/2022	CB DEC ELECT AND WATER	264.01
				25840 12/21	1/12/2022	DRA DEC ELECT	238.15
				13572 12/21	1/12/2022	SC DEC ELECT	201.24
				27419 12/21	1/12/2022	DL DEC ELECT	142.37
				13573 12/21	1/12/2022	SC DEC ELECT	74.46
				25838 12/21	1/12/2022	DRA DEC ELECT	48.54
				67069 12/21	1/12/2022	SMPK CLINE DEC UNMETER	23.10
				13571 12/21	1/12/2022	SC DEC ELECT	20.45
				54219 12/21	1/12/2022	SMPK LK PLSNT DEC UNMET	13.78
				126922 12/21	1/12/2022	SMPK W LKPLSNT DEC UNMI	13.78
	1/25/2022	0001331	RAINBOW SWEEPERS, INC.	42870	1/12/2022	CH JUV 12/26/21 SNOW BLAD	1,117.92
				43254	1/12/2022	CH JUV VET 3RD 1/4/22 SNOV	855.44
				43107	1/12/2022	CH JUV 12/30/21 SNOW BLAD	546.72
				42962	1/12/2022	CH JUV VET 12/28/21 SNOW I	526.05
				42939	1/12/2022	CH JUV 12/27/21 DE ICE	452.88
				43152	1/12/2022	CH JUV 12/31/21 DE ICE	402.56
				43287	1/12/2022	CH JUV 1/6/22 SNOW BLADE	386.24
				43202	1/12/2022	CH JUV 1/1/22 SNOW BLADE	369.92
				43302	1/12/2022	CH JUV 1/6/22 SNOW BLADE	333.20
				43218	1/12/2022	CH 1/3/22 SNOW BLADE DE IC	272.00
				42997	1/12/2022	CH JUV VET 12/29/21 SNOW I	229.84
				42837	1/12/2022	JUV CH 12/20/21 SNOW BLAD	179.52
				42847	1/12/2022	JUV 12/21/21 SNOW BLADE D	126.48
	1/25/2022	0001472	SOLMAR WATER SYSTEM, INC	IN/RH 12/21	1/12/2022	RH NOV DEC WATER	102.00
							5,798.77
							102.00

Bank : apbank U S BANK

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Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
1/25/2022	0001540	SWAIN'S GENERAL STORE IN	294464	1/12/2022	DRA DEWINTERIZE MATERIA	112.37	
			294431	1/12/2022	CB HEATER	53.07	
			294992	1/12/2022	3RD HOSES NOZZLE UNION	51.89	
			294314	1/12/2022	CDJ GAL ANTIFREEZE	29.18	
			294882	1/12/2022	3R CORNER BRACE BRAKLEI	23.89	
			294289	1/12/2022	CH BOILER REPAIR GASKETS	16.80	
			294173	1/12/2022	SC CLAMP HOSE	4.29	291.49
1/25/2022	0001576	THURMAN SUPPLY	788612	1/12/2022	CH PARTS FOR DE ICE SPRA	35.37	
			787966	1/12/2022	CH ELBOW ADAPTERS CLAM	30.42	
			785940	1/12/2022	SC SINK HOLE COVERS PLUI	25.95	
			786015	1/12/2022	SC PLUMBING PARTS	24.64	
			789350	1/12/2022	CH BRASS COMPRESSION EI	8.71	125.09
1/25/2022	0001577	TK ELEVATOR	3006358313	1/12/2022	CH ELEVATOR MAINTENANC	2,022.04	2,022.04
1/25/2022	0001588	TRANE US, INC	312272473	1/12/2022	CH VAV REPAIR SERVICE	1,556.93	1,556.93
1/25/2022	0001641	VERIZON WIRELESS	9895776450	1/12/2022	CH JUV FG ADM DEC CELL PI	302.10	302.10
1/25/2022	0001769	WESTERN DETENTION PROD	20213327	1/12/2022	2008FAC JAIL LOCK REPLAC	1,902.53	1,902.53
1/25/2022	0020849	U S BANK	US Flag CS1425	1/12/2022	CH WA STATE AND POW FLA	200.12	
			Viasat A5240667	1/12/2022	CDJ SATELLITE INTERNET	95.65	
			amaz 2250	1/12/2022	ADM COPY PAPER LAMINATI	74.89	
			Viasat A5103094	1/12/2022	SC SATELLITE INTERNET	70.64	
			Amaz 3800	1/12/2022	ADM SCOT TAPE FILE FOLDE	51.79	
			amaz 3437	1/12/2022	ADM EXPANDING FILE FOLDI	20.66	
			Amaz 29858	1/12/2022	DRA RUBBER BANDS	9.75	523.50
1/25/2022	0022563	MARTIN, REED	923553	1/12/2022	CH TOWER CLOCK REPAIR	275.00	275.00
1/25/2022	0035592	CAMPLIFE INC	11927490	1/12/2022	DRA SC DEC 2021 ONLINE RE	320.00	320.00
1/25/2022	0038074	SWETLOW, WILLIAM	15259	1/12/2022	CDJ 2022 WATERWORKS CEI	42.00	42.00
Sub total for U S BANK:							19,067.76

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Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
1/25/2022	0000363	CLALLAM COUNTY SHERIFF	21000574	1/12/2022	PERSONAL SERVICE	37.40	
			22000006	1/12/2022	PERSONAL SERVICE	30.00	67.40
1/25/2022	0000546	EXPRESS SERVICES, INC	26448936	1/12/2022	EXPRESS SERVICES	1,388.80	
			26488706	1/12/2022	EXPRESS SERVICES	1,371.44	
			26515126	1/12/2022	EXPRESS SERVICES	1,128.40	
			26569598	1/12/2022	EXPRESS SERVICES	850.64	4,739.28
1/25/2022	0000890	LANGUAGE LINE SERVICES, I	10425006	1/12/2022	LANGUAGE LINE	225.49	225.49
1/25/2022	0001113	OFFICE DEPOT, INC	210625891001	1/12/2022	OFFICE SUPPLIES	41.33	41.33
1/25/2022	0001154	OLYMPIC VIEW PROPERTIES	1STQUARTER2	1/12/2022	1ST QUARTER	5,340.00	5,340.00
1/25/2022	0001252	PORT ANGELES, CITY OF	74359-155474 1	1/12/2022	UTILITIES	227.45	227.45
1/25/2022	0001641	VERIZON WIRELESS	9895776451	1/12/2022	VERIZON BILL	996.30	996.30
1/25/2022	0001672	WACME	WACME2022	1/12/2022	CORONER ANNUAL DUES	650.00	650.00
1/25/2022	0001693	WA STATE BAR ASSOCIATION	CRIMINALDUES	1/12/2022	CRIMINAL LICENSE RENEWA	5,518.96	
			CIVILDUES2022	1/12/2022	CIVIL LICENSING RENEWALS	956.00	6,474.96
1/25/2022	0001806	WOOLDRIDGE, TAMMY L	COLUMBUS1/12	1/12/2022	COLUMBUS TRANSCRIBING	498.75	498.75
1/25/2022	0004368	NICHOLS, MARK	1403	1/12/2022	PARKING REIMBURSEMENT	69.00	69.00
1/25/2022	0020849	U S BANK	0845438135	1/12/2022	WESTLAW	3,467.33	
			WHIA2022	1/12/2022	REGISTRATION FEES	1,200.00	
			0845529132	1/12/2022	WESTLAW	398.23	
			95483548	1/12/2022	HOTEL STAY	371.92	
			6069807	1/12/2022	OFFICE SUPPLIES	149.68	
			2798619	1/12/2022	OFFICE SUPPLIES	146.54	
			0669859	1/12/2022	OFFICE SUPPLIES	89.85	
			1122168786	1/12/2022	OFFICE SUPPLIES	59.40	
			WAPRO1/12/22	1/12/2022	REGISTRATION FEE	35.00	
			1276501	1/12/2022	OFFICE SUPPLIES	26.09	
			5064808	1/12/2022	OFFICE SUPPLIES	25.01	
			1540391	1/12/2022	LEMAY SHREDDING	13.65	
			1538106	1/12/2022	LEMAY SHREDDING	13.65	
			1540402	1/12/2022	LEMAY SHREDDING	4.09	6,000.44
1/25/2022	0024610	WAPRO	4432	1/12/2022	WAPRO MEMBERSHIP	25.00	25.00
1/25/2022	0026122	KIESEL, ERIC L, MD, PHD	KIESEL1-12-22	1/12/2022	AUTOPSY/CORONER	26,110.00	
			KIESEL 01/12/21	1/12/2022	WITNESS FEE	2,850.00	28,960.00

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Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
1/25/2022	0029872	SEQUIM VALLEY FUNERAL CH	NOVEMBERBIL	1/12/2022	CORONER	4,640.00	
			SEPTEMBERBIL	1/12/2022	CORONER	3,595.00	8,235.00
1/25/2022	0038077	ODYSSEY MANAGEMENT SEF	20213	1/12/2022	PERSONAL SERVICE	1,357.00	1,357.00
1/25/2022	0039815	SUTHERLAND, ROCHELLE	SUTHERLAND1	1/12/2022	SUTHERLAND REIMBURSEM	38.64	38.64
1/25/2022	0042898	KING COUNTY FINANCE	2137771	1/12/2022	CORONER	6,210.00	
			2137338	1/12/2022	CORONER	5,820.00	12,030.00
1/25/2022	0045696	THURSTON COUNTY CORON	CCC-1212021	1/12/2022	CORONER FEES	300.00	300.00
Sub total for U S BANK:							76,276.04

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Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
1/25/2022	0000091	ANGELES MILLWORKS & LUM	302733	1/11/2022	Misc. fasteners - PA 242	17.43	17.43
1/25/2022	0000099	A-1 AUTO PARTS	1358174	12/20/2021	Headlight conversion - SQ 164	85.94	
			11358205	12/20/2021	Oil filters - SQ 106	20.15	106.09
1/25/2022	0000172	BAXTER A/P OFFICE	15663-13229	1/6/2022	Headlight bulbs - PA 1668	96.71	
			15663-13382	1/9/2022	Belts - PA 1776	50.42	147.13
1/25/2022	0000329	CO-OP FARM AND GARDEN, T60878		1/7/2022	Nuts & bolts - SQ 200	28.27	28.27
1/25/2022	0000772	INDUSTRIAL HYDRAULICS INC	A337020	12/20/2021	Repair mower boom ext.cyl - P/	878.16	
			A337021	12/20/2021	Repair mower tilt cylinder - OA	612.88	
			A337022	12/20/2021	Charlynn motor - PA 552	560.08	2,051.12
1/25/2022	0000848	PAPE KENWORTH NORTHWE	11009665	1/3/2022	\$ Glass-Peterbilt - LC 207	140.46	
			11012170	1/4/2022	Seals - LC 207	26.43	166.89
1/25/2022	0000917	LINCOLN INDUSTRIAL CORP	I160299	1/11/2022	Grip strut, steel, 18-3/4 - PA 242	73.89	
			160256	1/5/2022	Propane purchase - PA 830	30.46	104.35
1/25/2022	0001255	PRICE FORD LINCOLN MERC	I5041559	1/7/2022	Sensor asy - PA S341	60.84	60.84
1/25/2022	0001300	PUBLIC UTILITY DISTRICT	22716/01042022	1/4/2022	Elect. utility chg, 384 Frontier-C	201.02	201.02
1/25/2022	0001378	RUDELL AUTO MALL	183092	12/29/2021	Hub,bolts,bearings,gasket,seal	595.28	595.28
1/25/2022	0001405	LES SCHWAB TIRE CENTERS	38000701727	1/8/2022	Tires,monitor.sensor,outlander	2,276.82	
			38000701728	1/8/2022	Tires,monitor.sensor,outlander	2,276.81	
			38000702512	1/12/2022	Tires, balance, etc. - PA 208	1,726.90	
			38000699889	12/29/2021	Wheel; spin balance, v.stem - F	400.30	
			38000701542	1/7/2022	Tire repair - PA 238	48.82	
			38000701540	1/7/2022	Return: Wheels - PA 177	-15.62	6,714.03
1/25/2022	0001551	TACOMA SCREW PRODUCTS	140030411-00	1/11/2022	Screws,nuts,primer,gloss,bits -	451.61	
			140029637-00	12/16/2021	Clevis pins, towels - PA	113.76	
			140023999-01	12/16/2021	29/64" drill bits - SQ	24.64	
			140027995-02	12/28/2021	Hex cap screws - SQ	1.04	591.05
1/25/2022	0001714	WA ST DEPT OF NATURAL RE	0100157486/202	1/3/2022	Surface Mining tax,Morse Creel	2,000.00	
			0100157511/202	1/3/2022	Surface Mining tax, Ranger Pit	2,000.00	4,000.00
1/25/2022	0001767	WEST WASTE & RECYCLING	237861	12/31/2021	Sanican, 410 Frontier - CB	120.00	120.00
1/25/2022	0002237	ASSOCIATED PETROLEUM, IN	425377-IN	1/6/2022	Diesel & unleaded fuel purchas	12,064.58	12,064.58

Final Check List
CLALLAM COUNTY

Bank : apbank U S BANK

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Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
1/25/2022	0017663	ARAMARK UNIFORM SVCS IN	512000220764	12/30/2021	Laundry services - SQ	16.32	
			512000223456	1/4/2022	Laundry services - PA	16.32	
			512000225549	1/6/2022	Laundry services - SQ	16.32	
			512000220713	12/30/2021	Laundry services - WE	16.28	
			512000225523	1/6/2022	Laundry services - WE	16.28	81.52
1/25/2022	0022435	RACE STREET AUTO PARTS	566203	12/17/2021	Wipers,wash.fluid, air/oil filtr-SC	98.37	
			568427	1/7/2021	Lamp grommets, LED lamps- P	52.79	
			568498	1/7/2021	Air filters - PA Stores	34.86	
			566058	12/16/2021	Hose ends - SQ 1654	28.73	
			568496	1/7/2022	Air filter - PA S326	11.62	
			567466	12/29/2021	Air filter - PA	10.87	
			566486	12/20/2021	Elec battery 357 - SQ 110	7.22	244.46
1/25/2022	0025256	FIRE CHIEF EQUIPMENT CO.	903575	9/21/2021	Fire extinguishers - LC Stores	240.06	
			904173	10/12/2021	Fire extinguishers - PA Stores	238.00	
			903573	9/23/2021	Fire extinguishers - LC Stores fi	202.08	
			905349	12/17/2021	Fire extinguishers - PA Stores	193.12	873.26
1/25/2022	0030295	WESTERN PETERBILT INC	02130P95531	1/6/2022	Bellow-exhaust - PA 206	483.18	483.18
1/25/2022	0036098	O'REILLY AUTO PARTS	2750-360638	1/12/2022	New CV shaft - PA S348	154.98	
			2750-359934	1/6/2022	Wheel nuts - PA 180	46.52	201.50
1/25/2022	0038262	WILDER AUTO CENTER	5100043	1/6/2022	Stud: hub, Nut: wheel - PA 180	190.09	
			5099986	1/5/2022	Gaskets, axle shaft, seals - PA	129.99	320.08
1/25/2022	0042561	ALL BATTERY SALES & SERVI	22069645	1/4/2022	Battery - PA Stores	145.74	145.74
1/25/2022	0042872	PROPANE NORTHWEST	1505778061	1/4/2022	Propane delivery - SQ	725.38	
			1505748723	12/29/2021	Propane delivery - LC	249.82	975.20
1/25/2022	0043469	PETROCARD	435345-IN	4/5/2022	Diesel fuel purchase - LC	8,205.40	
			435360-IN	1/7/2022	Unleaded fuel purchase - CB	2,779.12	10,984.52
1/25/2022	0045890	TEREX GLOBAL GMBH	5003595350	12/10/2021	Cover, swing chassis, ES - PA	2,426.37	2,426.37
Sub total for U S BANK:							43,703.91

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Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
1/25/2022	0000091	ANGELES MILLWORKS & LUM	302822	1/13/2022	MAINTENANCE SUPPLIES - C	24.55	
			302748	1/12/2022	MAINTENANCE SUPPLIES - C	7.75	32.30
1/25/2022	0000099	A-1 AUTO PARTS	1359225	12/29/2021	MAINTENANCE SUPPLIES - S	212.01	
			1359366	12/30/2021	MAINTENANCE SUPPLIES - S	48.80	260.81
1/25/2022	0000546	EXPRESS SERVICES, INC	26569582-10101	12/28/2021	12/20/21~12/26/21 ROADS	3,514.37	
			26579923-10101	1/5/2022	12/27/21~01/02/22 ROADS	2,501.67	6,016.04
1/25/2022	0000594	DECKER CITY HARDWARE, TI	686626	12/28/2021	MAINTENANCE SUPPLIES - L	59.66	59.66
1/25/2022	0000709	HARBOR SAW & SUPPLY	686374	12/22/2021	MAINTENANCE SUPPLIES - L	89.16	89.16
1/25/2022	0000714	HARTNAGEL BLDG SUPPLY IN	830811	1/11/2022	MAINTENANCE SUPPLIES - C	2.70	2.70
1/25/2022	0000917	LINCOLN INDUSTRIAL CORP I	0160297	1/11/2022	MAINTENANCE SUPPLIES - P	16.80	16.80
1/25/2022	0001156	OLYPEN INC	220111-0015	1/11/2022	01/22~02/22 MLS, OLS	40.50	40.50
1/25/2022	0001253	PORT ANGELES SOLID WAST	1002569	1/12/2022	LITTER PICKUP - SQ	35.82	35.82
1/25/2022	0001300	PUBLIC UTILITY DISTRICT	30702-010522	1/5/2022	12/01/21~01/02/22 66 LOWER	50.46	50.46
1/25/2022	0001551	TACOMA SCREW PRODUCTS	100068005-00	12/30/2021	MAINTENANCE SUPPLIES - S	158.90	
			140030733-00	1/4/2022	MAINTENANCE SUPPLIES - P	150.49	309.39
1/25/2022	0001612	UNITED RENTALS, INC	201041613-001	12/22/2021	EXCAVATOR RENTAL - PA	3,426.29	3,426.29
1/25/2022	0001614	UNITED STATES DOSIMETRY	02551	12/30/2021	2021 Q4 BADGES, TESTS	412.29	412.29
1/25/2022	0001740	WSU EXTENSION OF CLALLA	1221-011022	12/31/2021	12.21 WEED MANAGEMENT F	7,296.70	7,296.70
1/25/2022	0001758	WENGLER SURVEYING & MAI	2544	1/3/2022	2022 ONLINE DATABASE	1,200.00	1,200.00
1/25/2022	0017663	ARAMARK UNIFORM SVCS IN	5120000223457	1/4/2022	LAUNDRY SERVICE - PA	16.32	
			512000220711	12/30/2021	LAUNDRY SERVICE - LC	16.28	
			512000225522	1/6/2022	LAUNDRY SERVICE - LC	16.28	
			512000225547	1/6/2022	LAUNDRY SERVICE - SQ	16.28	
			512000220763	12/30/2021	LAUNDRY SERVICE - SQ	16.27	81.43
1/25/2022	0020849	U S BANK	7330-1821822	11/15/2021	AMAZON - PA MAINT SUPPLIE	32.61	32.61
1/25/2022	0022435	RACE STREET AUTO PARTS	568694	1/10/2022	MAINTENANCE SUPPLIES - P	110.19	
			566202	12/17/2021	MAINTENANCE SUPPLIES - S	60.91	171.10
1/25/2022	0044360	OSW EQUIPMENT AND REPAI	517336	1/12/2022	MAINTENANCE SUPPLIES - S	482.44	482.44
1/25/2022	0044551	GREEN PRO SOLUTIONS	21512	11/17/2021	MAINTENANCE SUPPLIES - P	5,273.84	5,273.84
Sub total for U S BANK:							25,290.34

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Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
1/25/2022	0001058	NCL OF WISCONSIN INC	464377	12/27/2021	MAINTENANCE SUPPLIES - V	777.41	
1/25/2022	0001300	PUBLIC UTILITY DISTRICT	463282	12/2/2021	MAINTENANCE SUPPLIES - V	170.34	947.75
			22718-010422	1/4/2022	11/30/21~01/04/22 410 FRONT	990.15	
1/25/2022	0020614	WOOD HAWK, INC	22602-010422	1/4/2022	11/30/21~01/03/22 BOGACHIE	294.10	1,284.25
1/25/2022	0001426	SEQUIM, CITY OF	1943	1/5/2022	WASTE TRANSFER	1,435.00	1,435.00
			4405.0.1221 US	12/31/2021	12/21 REGIONAL SEWER USA	5,430.24	
1/25/2022	0000348	CLALLAM COUNTY DEPT OF	4405.0.12.21 BS	12/31/2021	12/21 REGIONAL SEWER BAS	2,045.00	7,475.24
			22-0004	1/3/2022	12/21 WATER TESTING	76.00	
			21-07642	12/6/2021	11/21 WATER TESTING	53.00	129.00
1/25/2022	0000546	EXPRESS SERVICES, INC	26569582-43401	12/28/2021	12/20/21~12/26/21 BBWA	560.50	
			26579923-43401	1/5/2022	12/27/21~ 01/05/22 BBWA	283.20	843.70
Sub total for U S BANK:							12,114.94

Sheriff

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Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
1/25/2022	0000179	BEERS, RICHARD B	Feb 2022	1/13/2022	RENTAL AGREEMENT	525.00	525.00
1/25/2022	0000215	BOSTEC INC	44799	1/5/2022	.082/108L DRY GAS STANDAR	275.81	275.81
1/25/2022	0000268	WAVE BUSINESS	1032293-02-Jan	1/1/2022	CABLE - INMATES	333.62	333.62
1/25/2022	0000268	WAVE BUSINESS	1032290-02-Jan	1/1/2022	CABLE - OPERATIONS & JAIL	286.32	286.32
1/25/2022	0000268	WAVE BUSINESS	1240306-01-Jan	1/1/2022	CABLE - EDWARDS RD	195.09	195.09
1/25/2022	0000351	OLYMPIC PENINSULA, HUMAN	1st Qtr 2022	1/13/2022	SHELTERING CONTRACT	26,000.00	26,000.00
1/25/2022	0000546	EXPRESS SERVICES, INC	26569587	12/28/2021	CALL CENTER REPRESENTA	335.25	335.25
1/25/2022	0000608	FRANZ FAMILY BAKERIES	117101001128	12/9/2021	FOOD	220.04	
			117101001184	12/20/2021	FOOD	159.95	
			117101001091	12/2/2021	FOOD	158.30	
			117101001223	12/30/2021	FOOD	136.66	
			117101001208	12/27/2021	FOOD	115.20	
			117101001149	12/13/2021	FOOD	100.70	
			117101001195	12/23/2021	FOOD	86.40	977.25
1/25/2022	0000628	GALLS LLC	019990677	12/14/2021	UNIFORM - CLARK,M	101.84	101.84
1/25/2022	0000672	GOOD SOURCE	SI0532257	10/12/2021	FOOD	3,819.31	3,819.31
1/25/2022	0000786	INTERSTATE BATTERY SYSTE	1905701064007	1/3/2022	3 3.6V NIMH STINGER BATTE	67.50	67.50
1/25/2022	0000918	LINCOLN STREET STATION	Account1-Jan22	1/6/2022	SHIPPING CHARGES	60.25	60.25
1/25/2022	0001148	OLYMPIC SPRINGS INC	344575	12/14/2021	WATER	155.69	
			344936	12/31/2021	WATER COOLER RENT	43.30	198.99
1/25/2022	0001229	PETERSON FRUIT CO. INC.	423012	12/10/2021	FOOD	397.10	
			423340	12/21/2021	FOOD	212.80	
			423219	12/17/2021	FOOD	198.00	807.90
1/25/2022	0001298	PUBLIC UTILITY DISTRICT NO	14741000-Jan22	1/4/2022	UTILITIES - OPSCAN TOWER	61.91	61.91
1/25/2022	0001300	PUBLIC UTILITY DISTRICT	22794-Jan22	1/4/2022	FRONTIER ST #1 11/30/21 - 0	321.96	
			96237-Jan22	1/4/2022	FRONTIER ST #2 11/30/21 - 0	49.42	
			65837-Jan22	1/3/2022	HOOK UP AT MORSE CREEK	47.25	418.63
1/25/2022	0001426	SEQUIM, CITY OF	Feb 2022	1/13/2022	LEASE AGREEMENT	1,100.00	1,100.00
1/25/2022	0001439	SHERIFFS ADVANCED TRAVE	5271	11/30/2021	JAMES GRIBBON	445.50	
			5273	12/8/2021	DYLAN HECK	259.00	704.50
1/25/2022	0001543	SWANSONS SERVICES CORP	1541729	12/30/2021	INDIGENT PACKS	51.00	51.00
1/25/2022	0001603	TYLER TECHNOLOGIES INC.	1947	12/29/2021	CONNECT 2022 REGISTRATI	1,099.00	1,099.00
1/25/2022	0004361	USA TODAY	0015840104	1/2/2022	NEWSPAPERS FOR INMATES	86.25	86.25
1/25/2022	0005159	PORT ANGELES BUSINESS A	5235	1/5/2022	ANNUAL MEMBERSHIP DUES	55.00	55.00

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Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
1/25/2022	0017787	DAIRY FRESH FARMS INC	8182135607	12/22/2021	FOOD	269.97	
			8182134916	12/15/2021	FOOD	204.89	
			8182134213	12/8/2021	FOOD	172.39	
			8182136309	12/29/2021	FOOD	136.47	783.72
1/25/2022	0020621	HOLLIS, JOHN	121421	12/14/2021	TRAVEL - MARYSVILLE	259.00	259.00
1/25/2022	0020818	WATAI - WA ASSN OF TECHN	2022 dues	10/21/2021	2022 MEMBERSHIP DUES - LI	60.00	60.00
1/25/2022	0020849	U S BANK	4761-Jan22	1/6/2022	NAT'L NEIGHBORHOOD WAT	2,196.45	
			0097-Jan22	1/6/2022	ARCO, BEST WESTERN, HILT	1,615.58	
			8739-Jan22	1/6/2022	LAQUINTA INNS, TOTAL WIRE	1,484.11	
			6528-Jan22	1/6/2022	MARRIOTT, TAXI SVC, ALASK	1,470.25	
			6730-Jan22	1/6/2022	76 - VIKING MART, MARRIOT	839.30	
			7400-Jan22	1/6/2022	WALMART, SIMPLISAFE, LITT	707.65	
			0945-Jan22	1/6/2022	MARYSVILLE HOLIDAY INN	524.44	
			6236-Jan22	1/6/2022	MOBUILT RV, AMAZON	334.41	
			7275-Jan22	1/6/2022	LIVE VIEW, WAPRO	104.90	9,277.09
1/25/2022	0020862	GERMAN, NANCY	Feb 2022	1/13/2022	LEASE AGREEMENT	2,166.12	2,166.12
1/25/2022	0021011	KEEGAN, JOHN	121221	12/12/2021	TRAVEL - SHELTON	332.20	332.20
1/25/2022	0024819	QUILEUTE TRIBE	Feb 2022	1/13/2022	LEASE AGREEMENT	1,200.00	1,200.00
1/25/2022	0037042	OFFICE DEPOT	219330142001	1/4/2022	VOICE RECORDERS	194.51	194.51
1/25/2022	0041605	HOME DEPOT PRO	661269829	1/4/2022	JAIL SUPPLIES	1,796.02	
			661106658	1/4/2022	KITCHEN SUPPLIES	20.81	1,816.83
1/25/2022	0043469	PETROCARD	C851102	12/31/2021	FUEL FOR JAIL, BOATING & C	295.29	295.29
1/25/2022	0046149	EDWARDS, HAROLD	121221	12/12/2021	TRAVEL - SHELTON	191.75	191.75
Sub total for U S BANK:							54,136.93

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Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
1/25/2022	0000815	JIM'S PHARMACY	Jim's 12.29.21	12/29/2021	INMATE MEDICINE	299.80	299.80
1/25/2022	0001136	OLYMPIC MEDICAL CENTER	OMC 1.12.22	1/12/2022	INMATE MEDICAL	5,801.41	5,801.41
1/25/2022	0004826	OLYMPIC MEDICAL PHYSICIAN	71228430550	1/12/2022	INMATE MEDICAL	175.93	
			71228400820	1/12/2022	INMATE MEDICAL	69.51	
			71228400830	1/12/2022	INMATE MEDICAL	69.51	
			71228460590	1/12/2022	INMATE MEDICAL	41.00	
			71228472190	1/12/2022	INMATE MEDICAL	24.41	
			71228088242	1/12/2022	INMATE MEDICAL	24.41	
			71228088243	1/12/2022	INMATE MEDICAL	24.21	428.98
Sub total for U S BANK:							6,530.19

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Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
1/25/2022	0000716	HAYDEN, JOHN F	JH 01-22	1/12/2022	JANUARY 2022 - CHINS/YAR /	2,333.33	2,333.33
1/25/2022	0002298	JOHN D BLACK, PLLC	JB 01-22	1/12/2022	JANUARY 2022 - JUVENILE O	700.00	700.00
1/25/2022	0001607	KAREN L UNGER, P.S.	KU 01-22	1/12/2022	JANUARY 2022 - ADULT CRIM	3,000.00	3,000.00
1/25/2022	0020134	STANLEY B MYERS, JR, ATTO	SM 01-22	1/12/2022	JANUARY 2022 - ADULT CRIM	3,000.00	3,000.00
1/25/2022	0021617	WOLFLEY LAW OFFICE P.S.	LW 01-22	1/12/2022	JANUARY 2022 - ADULT CRIM	3,000.00	3,000.00
1/25/2022	0020849	U S BANK	JW 01-22T	1/12/2022	JANUARY 2022 - TRUANCY AT	1,050.00	4,050.00
			9895776455-CF	1/12/2022	DECEMBER 2021 - VERIZON	50.35	
			114-8732880-49	1/12/2022	AMAZON - LAW BOOKS, 2021	48.78	
			9895776455-P4F	1/12/2022	DECEMBER 2021 - VERIZON	40.35	139.48
1/25/2022	0044356	BOSTON, JOANNA	BOS122721	1/12/2022	12/13/21-DEPENDENCY CLAS	64.96	64.96
1/25/2022	0034723	HANEY INVESTIGATION SERV	HAN122721	1/12/2022	21-8-00047-05,, ST. V. CHARL	1,403.50	1,403.50
1/25/2022	0005364	JOHNSON RUTZ & TASSIE, PL	28952	1/12/2022	19-4-00153-05, GUARDIANSHI	250.00	250.00
1/25/2022	0001607	KAREN L UNGER, P.S.	UNG011122	1/12/2022	12/14/21-1/11/22, 19-1-00032-0	21,074.44	21,074.44
1/25/2022	0039420	MUCKLEY, TIFFANY	MUC122721	1/12/2022	DECEMBER 2021 - DEPENDE	194.88	194.88
1/25/2022	0001032	MULLINS, MARK D	MUL121521	1/12/2022	19-4-00153-05, GUARDIANSHI	1,214.42	1,214.42
1/25/2022	0001113	OFFICE DEPOT, INC	218428830001	1/12/2022	12/22/21-OFFICE SUPPLIES; 1	153.54	
			218229351001	1/12/2022	12/22/21-OFFICE SUPPLIES; 1	63.86	217.40
1/25/2022	0001179	PACIFIC OFFICE EQUIPMENT	1093597	1/12/2022	12/2021-CONTRACT COST R/	87.94	
			1093600	1/12/2022	12/2021-CONTRACT COST R/	27.84	
			1093595	1/12/2022	1/2022-CONTRACT BASE RAT	27.20	
			1093599	1/12/2022	1/2022-CONTRACT BASE RAT	27.20	
			1093596	1/12/2022	12/2021-CONTRACT COST R/	5.94	176.12
1/25/2022	0001764	WEST PAYMENT CENTER, TH	845713165	1/12/2022	JANUARY 2022 - LAW BOOKS	265.04	265.04
1/25/2022	0000357	CLALLAM-JEFFERSON CO PR	12-21 CF	1/13/2022	DECEMBER 2021 - COURT FA	560.00	560.00
1/25/2022	0001212	PENINSULA DISPUTE RESOL	12-21 PDRC	1/13/2022	DECEMBER 2021 - PDRC SUF	630.00	630.00

Sub total for U S BANK: 39,273.57

Bank : apbank U S BANK

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
1/12/2022	0000268	WAVE BUSINESS	WAVE 1/12/22	1/12/2022	VET CENTER PHONE	116.22	116.22
1/12/2022	0000371	CLALLAM TRANSIT SYSTEM	NWVRC 1/5/22	1/12/2022	BUS PASSES	720.00	720.00
1/12/2022	0001179	PACIFIC OFFICE EQUIPMENT	POE 1/12/22	1/12/2022	VET CENTER PRINTER	134.54	134.54
1/12/2022	0001252	PORT ANGELES, CITY OF	EM9015 1/12/22	1/12/2022	UTILITIES	800.00	
			SE2067 1/5/22	1/12/2022	UTILITIES	69.39	869.39
1/12/2022	0001300	PUBLIC UTILITY DISTRICT	WB3207 1/12/22	1/12/2022	UTILITIES	382.47	
			WT0047 1/12/22	1/12/2022	UTILITIES	229.77	
			BP0572 1/12/22	1/12/2022	UTILITIES	106.25	718.49
1/12/2022	0003792	JAMES & ASSOCIATES INC	FJ3911 1/12/22	1/12/2022	RENT	1,200.00	1,200.00
1/12/2022	0020849	U S BANK	LR0480 1/5/22 S	1/12/2022	FUEL	250.00	
			TM9862 1/5/22 V	1/12/2022	FOOD	250.00	
			BG6299 1/5/22 V	1/12/2022	FOOD	150.00	
			JJ2522 1/5/22 S	1/12/2022	FOOD	150.00	
			MB8950 1/5/22 V	1/12/2022	FOOD	150.00	
			MC2576 1/5/22 S	1/12/2022	FUEL	150.00	
			MG9761 1/5/22 V	1/12/2022	FOOD	150.00	
			WS7621 1/5/22 V	1/12/2022	FOOD	150.00	
			CR2810 1/12/22	1/12/2022	FOOD	150.00	
			FC1973 1/12/22	1/12/2022	FOOD	150.00	
			MJ3268 1/12/22	1/12/2022	FOOD	150.00	
			NF3233 1/12/22	1/12/2022	FOOD	150.00	
			SR6054 1/12/22	1/12/2022	FOOD	150.00	
			VA5478 1/12/22	1/12/2022	FOOD	150.00	
			FW2925 1/5/22 S	1/12/2022	FOOD	100.00	
			LI1461 1/5/22 S	1/12/2022	FUEL	100.00	
			LV9835 1/5/22 V	1/12/2022	FOOD	100.00	
			LV9835 1/5/22 S	1/12/2022	FOOD	50.00	2,650.00
1/12/2022	0045817	M&T BANK	TM9862 1/5/22	1/12/2022	MORTGAGE	730.16	730.16
Sub total for U S BANK:							7,138.80



BOARD of CLALLAM COUNTY COMMISSIONERS MINUTES for the week of January 17 – 21, 2022

1b
1/25/22

WORK SESSION – 9 a.m.

The work session convened at 9 a.m., Tuesday, January 18, 2022. Present were Commissioners Ozias, Johnson and Peach, and Administrator Sill. All appeared by video.

Items of discussion per the agenda published January 12 were:

- Calendar/Correspondence
- Request for qualifications to be received no later than 10 a.m., Tuesday, February 22, 2022 for Qualifications – 2022 Architecture/Engineering Consulting Services
- Agreement amendment 1 with Kitsap Public Health District for Youth Marijuana Prevention and Education Program AND Commercial Tobacco Prevention Program
- Discussion on 2021 refunds and 2022 refund levy
- Resolution canceling uncollectible personal property taxes
- Contract amendment A with Salish Behavioral Health Organization for therapeutic courts
- Pre-application questionnaire with Administrative Office of the Courts for court security equipment
- Agreement with Washington Association of Sheriffs and Police Chiefs for Clallam's 24/7 Sobriety Program
- Resolution appointing an acting County Engineer for interim period, not to exceed six months

Meeting adjourned at 9:40 a.m.

REGULAR MEETING OF THE BOARD OF CLALLAM COUNTY COMMISSIONERS

Chair Ozias called the meeting to order at 10 a.m., Tuesday, January 18, 2022. Also present were Commissioners Johnson and Peach and Administrator Sill. All appeared by video.

REQUEST FOR MODIFICATIONS/APPROVAL OF AGENDA

Added: 2d Resolution appointing an acting County Engineer for interim period, not to exceed six months

ACTION TAKEN: CRJm to adopt the agenda as modified, CBPs, mc

PUBLIC COMMENT

- Ed Bowen, Clallam Bay, commented on Item 2c – Shoreline Master Program.

CONSENT AGENDA

- 1a Approval of vouchers for the week of January 10
- 1b Approval of payroll for the period ending December 31
- 1c Approval of minutes for January 6 and the week of January 10

ACTION TAKEN: CRJm to adopt the consent agenda, CBPs, mc

REPORTS AND PRESENTATIONS

- CBP commented on Department of Transportation Meeting, Highway 112 and Forest Services Road 29.
- CRJ commented on Marbled Murrelet Meeting and Highway 112.
- CMO commented on Dr. Berry – COVID update, KSQM Radio Show, Miller Peninsula State Park Project, Jamestown S'Klallam Tribal Council Joint Meeting – September 1, 2022 and Behavioral Health Advisory Board Meeting.

ADMINISTRATION

- 2a Resolution appointing Sandra Allen to the Homelessness Task Force

ACTION TAKEN: CRJm to adopt, CBPs, mc

BOARD of CLALLAM COUNTY COMMISSIONERS
MINUTES for the week of January 17 – 21, 2022
Page 2

2b Notice of hearing to be held Tuesday, February 1, 2022 at 10:30 a.m. for an Ordinance repealing in its entirety Clallam County Code Chapter 5.24 – Check Processing Fee

ACTION TAKEN: CRJm to issue notice, CBPs, mc

2c Resolution finding of adequacy to the periodic review of Shoreline Master Program required by RCW 90.58.080

ACTION TAKEN: CRJm to adopt, CBPs, mc

2d Resolution appointing an acting County Engineer for interim period, not to exceed six months

ACTION TAKEN: CRJm to adopt, CBPs, mc

3a Resolution creating a new trust and agency fund – Fire District 2 fleet replacement

ACTION TAKEN: CRJm to adopt, CBPs, mc

CONTRACTS AND AGREEMENTS

4a Agreement with Lutheran Community Services Northwest for Healthy Families Projects

ACTION TAKEN: CRJm to approve, CBPs, mc

4b Agreement with Lutheran Community Services Northwest for Child Check Program

ACTION TAKEN: CRJm to approve, CBPs, mc

PUBLIC COMMENT

- Kenneth Reandeau, Port Angeles, commented on Ross Tyler retirement and Shoreline Master Program.
- Ed Bowen, Clallam Bay, commented on item 2c – Shoreline Master Program and joint Tribal Meetings.

Meeting concluded at 10:32 a.m. and continued to 9 a.m., Monday, January 24, 2022.

There are no Zoom chat logs for the week of January 17.

The Board of Commissioners attended Board of Health Meeting, Clallam Transit Meeting and Purple Heart Medal Ceremony during the week of January 17.

PASSED AND ADOPTED this 25th day of January 2022.

BOARD OF CLALLAM COUNTY COMMISSIONERS

Mark Ozias, Chair

Randy Johnson

ATTEST:

Loni Gores, CMC, Clerk of the Board

Bill Peach

KEY TO ABBREVIATIONS:

ARS Administrator Rich Sill
CMO Commissioner Mark Ozias
CRJ Commissioner Randy Johnson
CBP Commissioner Bill Peach

m moved
mc motion carried
s seconded



AGENDA ITEM SUMMARY

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

20
1/25/22

Department: Sheriff

WORK SESSION ☒ Meeting Date: 01/18/22

REGULAR AGENDA ☒ Meeting Date: 01/25/22

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

Item summary:

- | | | |
|---|---|--------------------------------------|
| ☐ Call for Hearing | ☒ Contract/Agreement/MOU - Contract # 815-22-01 | |
| ☐ Resolution | ☐ Proclamation | ☐ Budget Item |
| ☐ Draft Ordinance | ☐ Final Ordinance | ☐ Other |

Documents exempt from public disclosure attached: ☐

Executive summary:

Renewal of the Interagency Agreement with Washington Association of Sheriffs and Police Chiefs (WASPC) for continuation of Clallam's 24/7 Sobriety Program managed at the Clallam County Jail. There are no increases to the participant testing fees or changes to the program management requirements.

Budgetary impact:

None

Recommended action:

Recommend approval by the Board to renew the agreement

County Official signature & print name: W.L. Benedict Sheriff W.L. Benedict

Name of Employee/Stakeholder attending meeting: Chief Corrections Deputy Don Wenzl and Jail Administrative Sergeant Jeff Finley

Relevant Departments: Sheriff's Office

Date submitted: 01/12/22

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

**INTERAGENCY AGREEMENT
BETWEEN
WASHINGTON ASSOCIATION OF SHERIFFS AND POLICE CHIEFS
AND THE CLALLAM COUNTY SHERIFF DEPARTMENT**

THIS AGREEMENT ("Agreement") is made and entered into by and between the Washington Association of Sheriffs and Police Chiefs ("WASPC"), and the Clallam County Sheriff Department ("Participating Agency").

THEREFORE, IT IS MUTUALLY AGREED THAT the Participating Agency shall establish and maintain a 24/7 Sobriety Program as outlined in RCW 36.28A.300-390 and Exhibit A hereto, to monitor people charged with, arrested for, or convicted of, one or more prior offenses under RCW 46.61.502 (DUI), 46.61.504 (Physical Control), or as defined in 46.61.5055 (14) (Penalties) per the terms and conditions of this Agreement.

1. ADMINISTRATION, FINANCING, AND PROPERTY ACQUISITION

This Agreement will be administered by the Parties as set forth in Exhibit A, which is incorporated into this Agreement by this reference. This Agreement does not create any separate legal or administrative entity, nor does it contemplate any joint financing. This Agreement does not contemplate the joint acquisition of property by the parties. At termination, each party will remain the sole owner of its own property.

2. TERM

The Term of this Agreement shall commence on February 1, 2022 and remain in effect for a period of two calendar years.

3. COMPENSATION

The cost of and fees collected to accomplish the work is described in Exhibit A.

4. RECORDS MAINTENANCE

The parties to this Agreement shall each maintain books, records, documents and other evidence that sufficiently and properly reflect all direct funds expended by either party in the performance of the service(s) described herein. These records shall be subject to inspection, review or audit by personnel of both parties, other personnel duly authorized by either party, or the Office of the State Auditor so authorized by law. All books, records, documents, and other material relevant to this Agreement shall be retained for six years.

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

42.56, and nothing in this section is intended to otherwise limit disclosure otherwise required subject to reasonable notice of the intent to disclose software specific material being provided to the other party.

5. RIGHTS IN DATA

Unless otherwise provided, WASPC data that originates from this Agreement shall be owned by WASPC. Data shall include, but not be limited to, reports, documents, pamphlets, advertisements, books, magazines, surveys, studies, computer programs, films, tapes, and/or sound reproductions. Ownership includes the right to copyright, patent, register, and the ability to transfer these rights.

6. INDEPENDENT CAPACITY

The employees or agents of each party engaged in the performance of this Agreement shall continue to be employees or agents of that party and shall not be considered for any purpose to be employees or agents of the other party.

7. AGREEMENT ALTERATIONS AND AMENDMENTS

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

8. TERMINATION

Either party may terminate this Agreement upon sixty (60) days prior written notice to the other party. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.

9. TERMINATION FOR CAUSE

If either party fails to fulfill in a timely and proper manner its obligations under this Agreement, or if either party violates any of these terms and conditions, the aggrieved party will give the other party written notice of such default and the opportunity to cure within thirty (30) business days. If the default is not timely cured, this Agreement may be terminated immediately by written notice of the aggrieved party to the other.

10. NONDISCRIMINATION

The Participating Agency will comply with all applicable State statutes and implementing regulations relating to nondiscrimination.

11. DISPUTES

In the event that a dispute arises under this Agreement, it shall be determined by a Dispute Board in the following manner: Each party to this Agreement shall appoint one member to the Dispute

Board. The members so appointed shall jointly appoint an additional member to the Dispute Board. The Dispute Board shall review the facts, agreement terms and applicable statutes and rules, and decide the dispute. The decision of the Dispute Board shall be final and binding on the parties hereto. As an alternative to this process, either of the parties may request intervention by the Governor, as provided by RCW 43.17.330, in which event the Governor's process will control.

12. GOVERNANCE

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

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

- a. Applicable state, county, and city statutes and rules;
- b. Terms and Conditions of this agreement;
- c. Any Amendment executed under this Contract;
- d. Any Statement of Work executed under this Contract; and
- e. Any other provisions of the agreement, including materials incorporated by reference.

13. WAIVER

A failure by either party to exercise its rights under this Agreement shall not preclude that party from subsequent exercise of such rights and shall not constitute a waiver of any other rights under this Agreement unless stated to be such in a writing signed by an authorized representative of the party and attached to the original Agreement.

14. SEVERABILITY

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

15. ALL WRITINGS CONTAINED HEREIN

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

16. DESIGNATED CONTACT

The following named individuals will serve as designated contacts for each of the parties, for all communications regarding the performance of this Agreement:

WASPC Contact	AGENCY Contact
WA Assn. of Sheriffs and Police Chiefs Jamie Weimer, Projects & Programs Mgr. 3060 Willamette Drive NE, Suite 200 Lacey, WA 98516 360.486.2419 jweimer@waspc.org	Clallam County Sheriff's Office Jeff Finley, Administrative Sergeant 223 East 4th Street, Suite 12 Port Angeles, WA 98362 360.417.2566 JFinley@co.clallam.wa.us

IN WITNESS WHEREOF, the parties have executed this Agreement.

WASHINGTON ASSOCIATION OF SHERIFFS AND POLICE CHIEFS

<u>Signature</u>	<u>Date</u>
<u>Steve Strachan</u>	<u>Executive Director</u>
<u>Printed Name</u>	<u>Title</u>

PARTICIPATING AGENCY

<u>Signature</u>	<u>Date</u>
<u>Mark Ozias</u>	<u>Chairman of the Board</u>
<u>Printed Name</u>	<u>Title</u>

CLALLAM COUNTY SHERIFF'S OFFICE

<u>W. L. Benedict</u>	<u>1-12-22</u>
<u>Signature</u>	<u>Date</u>
<u>W. L. Benedict</u> <u>Sheriff</u>	
<u>Printed Name</u>	<u>Title</u>

APPROVED AS TO FORM

Bert D. Boughton
CLALLAM CO. PROSECUTORS OFFICE

EXHIBIT A

STATEMENT OF WORK

Pursuant to RCW 10.21.055 and 46.61.5055, people charged with, arrested for, or convicted of alcohol and/or drug offenses under RCW 46.61.502 (DUI), 504 (Physical Control), or as defined in 46.61.5055 (14) (Penalty) may be ordered by the judge as a condition of bond, pre-trial release, or sentence, to participate in the 24/7 Sobriety Program.

The program name “24/7 Sobriety Program” means a twenty-four hour and seven day a week monitoring program in which a participant submits to the testing of their blood, breath, urine, or other bodily substances in order to determine the presence of alcohol, marijuana, or any controlled substance in the participant’s body.

ACTIVITIES

WASPC agrees to provide to Participating Agency:

- (1) A data management system for the 24/7 Sobriety Program;
- (2) Liaison with the 24/7 Sobriety Program data management vendor;
- (3) Assistance in obtaining alcohol monitoring devices and supplies for the 24/7 Sobriety Program;
- (4) Form templates necessary for the 24/7 Sobriety Program;
- (5) Assistance and coordination with the local 24/7 program and their stakeholders in the implementation of the 24/7 Sobriety Program.
- (6) Liaison with Washington Traffic Safety Commission in the development of media and other educational material related to the 24/7 Sobriety Program and impaired driving.
- (7) Liaison with the Governor and Legislators in matters related to the 24/7 Sobriety Program and impaired driving.

PARTICIPATING AGENCY agrees to:

- (1) Assign a program manager to establish and oversee their 24/7 Sobriety Program;
- (2) Establish and maintain a local 24/7 Sobriety Program working group. This working group, at a minimum, shall include a member of the local judicial staff, judge, law enforcement, prosecutor, probation, corrections, and public defender/defense bar.
- (3) Establish a county or city 24/7 sobriety account.
- (4) Comply with court orders, written directives, authorizing statutes, policy/procedures in conducting enrollment, testing, fee collection, and reporting activities;
- (5) Establish the 24/7 testing locations, testing device(s) used, and times for testing.
- (6) Provide Information Technology infrastructure, testing equipment, associated supplies, personnel, test site(s) and all overhead costs.
- (7) Timely submit all applicable fees received for deposit in the 24/7 Sobriety Accounts;

- (8) In the event a participating agency designates one or more entities to perform enrollment, testing and reporting functions under the 24/7 Sobriety Program, participating agency agrees to require such designated entity or entities to comply with the terms and conditions of this AGREEMENT resulting from such designation;
- (9) Abide by the terms of the WASPC/Vendor data management system contract;
- (10) Abide by the Washington 24/7 Sobriety Program “Guidelines for Participating Agencies” document.
- (11) Use on-site PBT testing as the default alcohol testing protocol.
- (12) Fully cooperate with WASPC and other participating agencies in implementing, troubleshooting, and reviewing the 24/7 Sobriety Program.

24/7 PARTICIPANTS AND TESTING DEVICES

- (1) A participant in the 24/7 Sobriety Program shall submit to court ordered breath alcohol testing, through the use of a PBT, at least twice a day, approximately 12 hours apart, at a physical location chosen by the participating agency.
- (2) A participant may be placed on a remote testing device that is capable of scheduled and/or random breath tests or continuous monitoring by the use of transdermal alcohol technology.
- (3) All testing devices must have the capability to immediately report participants’ electronic instrument’s installation date, and testing results to the 24/7 test site or other designated contact.

24/7 TESTING FEES

- (1) Enrollment
 - a. Each participant enrolled in the 24/7 Sobriety Program will pay a one-time thirty dollar (\$30.00) enrollment fee. The enrollment fee will be collected by the participating agency for deposit into the local 24/7 Sobriety Account.
- (2) On-Site Portable Breath Test (PBT) User and Participation Fee.
 - a. Each participant assigned to on-site breath testing shall pay two dollars (\$2.00) per test (one dollar and fifty cents (\$1.50) test fee and fifty cents (\$.50) participation fee. These fees will be collected by the participating agency for deposit into the local 24/7 Sobriety Account. The City/County Treasurer will transfer on a monthly basis fifty cents (\$0.50) per test to the state’s 24/7 Sobriety account. The fee is payable contemporaneously or in advance on a weekly basis, or in accordance with a schedule established at the testing site. This does not preclude the participant from paying in advance for a period of time more than one week.
- (3) Remote Electronic Alcohol Monitoring Participation Fee.
 - a. No more than twelve dollars (\$12.00) per day for a remote breath testing device.

This fee will be collected by the participating agency for deposit into the local 24/7 Sobriety Account. The City/County Treasurer will transfer on a monthly basis fifty cents (\$0.50) of the per day fee to the state's 24/7 Sobriety Account.

- b. No more than fifteen dollars (\$15.00) per day for a transdermal device (ankle bracelet) plus a thirty dollar (\$30.00) de-activation fee. These fees will be collected by the participating agency for deposit into the local 24/7 Sobriety Account. The City/County Treasurer will transfer on a monthly basis fifty cents (\$0.50) of the per day fee to the state's 24/7 Sobriety Account.

(4) Urinalysis/Drug Patch User and Participation Fee.

- a. Ten dollars (\$10.00) per test for urinalysis plus the charge of laboratory confirmation on a positive screening test if necessary. The fees will be collected by the participating agency for deposit into the local 24/7 Sobriety Account. The City/County Treasurer will transfer on a monthly basis fifty cents (\$0.50) per test recorded into the sobriety database to the state's 24/7 Sobriety Account.
- b. Fifty dollars (\$50.00) per patch per week for drug patch testing. The fees will be collected by the participating agency for deposit into the local 24/7 Sobriety Account. The City/County Treasurer will transfer on a monthly basis fifty cents (\$0.50) per test to the state's 24/7 Sobriety Account.
- c. The duration and frequency of drug testing will be determined by the court. The time and location of the urine testing will be determined by the individual 24/7 sobriety testing center.

(5) Juvenile Participant Fees.

- a. The same fees applicable to adult participants are applicable to juveniles ordered by the Juvenile Court to participate in the 24/7 sobriety program.

ALL PARTIES AGREE THAT:

- (1) Fees will be collected by the sheriff or chief, or an entity designated by the sheriff or chief, and deposited with the county or city treasurer. The proceeds of which shall be applied and used only to defray the recurring costs of the 24/7 sobriety program including maintaining equipment, funding support services, and ensuring compliance;
- (2) Fees will be collected, deposited, and dispersed in accordance with RCW 36.28A.320, 36.28A.370 and OFM rules.
- (3) All applicable fees shall be paid by the participant contemporaneously or in advance of the time when the fee becomes due. There will be no participant credit allowed and testing will not proceed without fee payment.
- (4) The court shall not waive or reduce fees or associated costs charged for participation in the 24/7 Sobriety Program.
- (5) A participant may be removed from the 24/7 sobriety program by the court at any time.



AGENDA ITEM SUMMARY

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

2b
1/25/22

Department: Health & Human Services - Operations

WORK SESSION ☒ **Meeting Date:** January 18, 2022

REGULAR AGENDA ☒ **Meeting Date:** January 25, 2022

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

Item summary:

- | | | |
|---|---|--|
| ☐ Call for Hearing | ☒ Contract/Agreement/MOU - Contract # 11301-21-KPHD-TOB | |
| ☐ Resolution | ☐ Proclamation | ☐ Budget Item |
| ☐ Draft Ordinance | ☐ Final Ordinance | ☒ Contract Amendment |

Documents exempt from public disclosure attached: ☐

Executive summary:

This is amendment one (1) to the contract between Clallam County HHS and Kitsap County for the provision for Youth Marijuana Prevention and Education Program (YMPEP) and the Commercial Tobacco Prevention Program (CTPP). The period of performance has been extended from December 31, 2021 to June 30, 2022 for a total contract period of July 1, 2021 to June 30, 2022. This is a continuation of Youth Marijuana and Commercial Tobacco Prevention program tasks that have been contracted since 2018. An additional amount of \$21,122.00 has been added to YMPEP for the period of January 1, 2022 through June 30, 2022. An additional amount of \$6,259.00 has been added to CTPP for the period of January 1, 2022 through June 30, 2022.

Maximum consideration for the entire contract period not to exceed \$54,761.00.

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

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

Approve and move to regular board meeting for final signatures.

County Official signature & print name: Jenny Oppelt, Jenny Oppelt

Name of Employee/Stakeholder attending meeting: Christine Dunn & Jenny Oppelt

Relevant Departments: Health & Human Services - Operations

Date submitted: January 12, 2022

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

AMENDMENT TO AGREEMENT 2181

This Amendment ("Amendment") to Kitsap Public Health District Contract 2181 for Youth Cannabis & Commercial Tobacco Prevention Program (the "Contract"), is entered into between the Clallam County Health and Human Services ("Contractor") and the Kitsap Public Health District ("District").

RECITALS

WHEREAS, the Parties entered into the Contract effective July, 1, 2021; and

WHEREAS, Allocated Funding and period of performance for this agreement has been extended by Washington Department of Health; and therefore the parties have agreed it is desirable to increase the amount of eligible funding and extend the Contract term, and

In consideration of mutual benefits and covenants contained herein, the parties agree that the Contract is amended as follows:

- I. **Section 1, Period of Performance.** Section 1 is amended to extend the Contract termination date to June 30, 2022.
- II. **Section 5, Compensation.** Section 5 is amended to add an additional \$27,380 in funding for the period of July 1, 2021-June 30, 2022 for a total compensation not to exceed \$54,761.
- III. **Attachment A, CTPP Scope of Work and Budget.** Attachment A is amended and replaced in its entirety with the revised Attachment A-1 which is attached hereto and incorporated in full by reference.
- IV. **Attachment B, YMP Scope of Work and Budget.** Attachment B is amended and replaced in its entirety with the revised Attachment B-1 which is attached hereto and incorporated in full by reference.
- V. **Other Provisions Unchanged.** The other provisions of the Contract, remain unchanged.
- VI. **Effective Date.** The effective date of this Amendment is the date last executed by all parties.
- VII. **Authorization.** Each party signing below warrants to the other party that they have the full power and authority to execute this Amendment on behalf of the party for whom they sign.

IN WITNESS WHEREOF, the Parties have subscribed their names hereto.

[Signatures on next page]

AMENDMENT TO AGREEMENT 2181

This Amendment ("Amendment") to Kitsap Public Health District Contract 2181 for Youth Cannabis & Commercial Tobacco Prevention Program (the "Contract"), is entered into between the Clallam County Health and Human Services ("Contractor") and the Kitsap Public Health District ("District").

RECITALS

WHEREAS, the Parties entered into the Contract effective July 1, 2021; and

WHEREAS, Allocated Funding and period of performance for this agreement has been extended by Washington Department of Health; and therefore the parties have agreed it is desirable to increase the amount of eligible funding and extend the Contract term, and

In consideration of mutual benefits and covenants contained herein, the parties agree that the Contract is amended as follows:

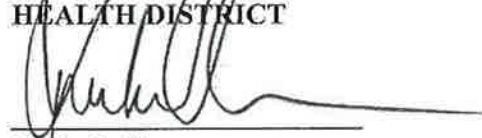
- I. **Section 1, Period of Performance.** Section 1 is amended to extend the Contract termination date to June 30, 2022.
- II. **Section 5, Compensation.** Section 5 is amended to add an additional \$27,380 in funding for the period of July 1, 2021-June 30, 2022 for a total compensation not to exceed \$54,761.
- III. **Attachment A, CTPP Scope of Work and Budget.** Attachment A is amended and replaced in its entirety with the revised Attachment A-1 which is attached hereto and incorporated in full by reference.
- IV. **Attachment B, YMP Scope of Work and Budget.** Attachment B is amended and replaced in its entirety with the revised Attachment B-1 which is attached hereto and incorporated in full by reference.
- V. **Other Provisions Unchanged.** The other provisions of the Contract, remain unchanged.
- VI. **Effective Date.** The effective date of this Amendment is the date last executed by all parties.
- VII. **Authorization.** Each party signing below warrants to the other party that they have the full power and authority to execute this Amendment on behalf of the party for whom they sign.

IN WITNESS WHEREOF, the Parties have subscribed their names hereto.

[Signatures on next page]

Dated this 10th day of JAN, 2022.

**KITSAP PUBLIC
HEALTH DISTRICT**



Keith Grellner
Administrator

Dated this _____ day of _____, 2022.

**CLALLAM COUNTY BOARD OF
COMMISSIONERS**



Mark Ozias
Chair

ATTACHMENT A – COMMERCIAL TOBACCO PREVENTION PROGRAM

Scope of Work and Budget Clallam County Health and Human Services July 1, 2021 – June 30, 2022

As a subrecipient of KPHD under the Washington Department of Health funded *Youth Cannabis & Commercial Tobacco Prevention Program (YCCTPP)*, Clallam County agrees to the following activities for Commercial Tobacco Prevention funded in full or part by the associated budget.

<i>Activity</i>	
Planning	Participate in statewide commercial tobacco prevention coalition meetings as established.
Implementation	<i>2021-2022 DOH Regional Requirements:</i> 1. In collaboration with priority population contractors, engage and educate internal and external decision makers, stakeholders, and community leaders about: a. The value of local control in preventing initiation and continued use of commercial tobacco products that lead to tobacco-related health issues and health disparities. b. The value of a comprehensive tobacco prevention program to prevent the initiation of commercial tobacco product use among youth and young adults. c. Evidence-based and promising policy options to address the appeal of commercial tobacco products to youth and young adults, including the impact of commercial tobacco product flavors (including menthol) on youth initiation and use. 2. Build or enhance partnerships with youth-serving organizations and local champions (including identifying youth champions) to collaborate on youth access and industry marketing interventions. 3. Plan and conduct a minimum of one meeting with the prevention-intervention lead at your region's Educational Service District to establish a connection, build relationships, and share resources. 4. Promote the Washington State Quitline and self-help options for TUDT (Tobacco Use, Dependence, Treatment), including 2Morrow Health app (doh.wa.gov/quit) and This is Quitting (doh.wa.gov/vapefreewa), to people who use commercial tobacco. 5. In collaboration with CTPP, incorporate 2022-2022 Centers for Disease Control and Prevention (CDC) (e.g., Tips® campaign) materials into agency communications, and report efforts in a template provided by the CTPP as part of the monthly reporting requirement. 6. Disseminate TUDT resources provided by CTPP and/or developed locally to community-based organizations, centers, and networks supporting

	disparately affected communities that address emerging tobacco/e-cigarettes and are culturally & linguistically appropriate, trauma-informed, & equity-based. - Respond to technical assistance requests and needs from local agencies and organizations interested in adopting and/or that have adopted voluntary smoke-free and vape-free campus and/or organizational policies; technical assistance requests to colleges/universities on the adoption and implementation of tobacco- and vape-free campuses; and to technical assistance to multi-unit housing organizations, landlords, and residents on smoke- and/or vape-free policies. - Plan and implement public relations/earned media efforts (i.e. press releases, social media) utilizing national media campaigns to prevent youth initiation and support cessation. Specific Clallam County activities are described in the 2021-2022 CTPP workplan. Workplans are subject to change. Any changes will be approved by both parties.
Monitoring and Reporting	Monitor progress for each activity as appropriate; submit monthly narrative and data reports as requested by KPHD on the 5 th of every month.
Midterm Evaluation	By February 1, 2022 report progress to CTPP Regional Coordinator. If needed, adjust activities to ensure spend down. Conduct a mid-year workplan reevaluation.
Calls/Meetings	Participate in monthly conference call with KPHD and attend webinars as scheduled; respond to correspondences related to CTPP from the Department of Health; respond to activity assessments/surveys administered by KPHD as appropriate per scope of work.
Invoicing	Submit monthly invoices by the 20 th of the month following the month in which costs were incurred, except for the Final Expenditure Report and Request for Reimbursement in each federal fiscal year (due July 1, 2022). Invoices must include supporting documentation such as timecards for staff time and copies of invoices paid for goods and services.

Budget July 1, 2021 – June 30, 2022

	<i>Cost</i>	<i>Description</i>
Staff Salary	\$6,000.00	Prevention Specialist & Supervisor
Benefits	\$2,600.00	
Indirect	\$2,040.00	34% of Salaries
Goods & Services	\$1,000.00	Supplies, Outreach/Educ. Materials/Advertising/Comm. Trainings
Mileage	\$500.00	Mileage for Meetings
Travel/Training	\$377.00	Training Expenses For Staff
Total Clallam	\$12,517.00	

Funding Source

Chart of Accounts Program Name or Title	CFDA#	BARS Code	7/1/21-6/30/22
SFY22 Youth Tobacco Vapor Products	N/A	334.04.93	\$12,517
Total to Clallam			\$12,517

Subrecipient DUNS Number: 07-573-9235
Subrecipient Indirect Rate: 34% of salary
Research and Development: No

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

Federal Funding Restrictions and Limitations:

- a. Recipient may not use federal funds for lobbying.
- b. Recipient may not use funds for research.
- c. Recipient may not use funds for clinical care.
- d. Recipient may not use funds to supplant existing state funding or to supplant funds from federal or state sources.
- e. Recipient may use funds only for reasonable program purposes, including personnel, travel, supplies, and sources.
- f. Recipient are the direct and primary recipients in a cooperative agreement program and must perform a substantial role in carrying out project outcomes and not merely serve as a conduit for an award to another party or provider who is ineligible.
- g. Recipient are generally not allowed to use funds to purchase furniture or equipment. Any such proposed spending must be clearly identified in the budget.
- h. Recipient may not be reimbursed for pre-award costs.

- i. Recipient may only use funds for evidence-based tobacco control interventions, strategies, and activities.
 - j. Recipient may not use funds to provide direct cessation services or other direct services other than those through evidence-based quit line services.
 - k. Recipient may not use funds to purchase nicotine replacement therapy or other products used for cessation.
 - l. Recipient may not use funds to purchase K-12 school curricula.
- Recipient may not use funds for construction.

ATTACHMENT B – YOUTH MARIJUANA PREVENTION
Scope of Work and Budget
Clallam County Health and Human Services
July 1, 2021 – June 30, 2022

As a subrecipient of KPHD under the Washington State funded *Youth Cannabis & Commercial Tobacco Prevention Program (YCCTPP)*, Clallam County agrees to the following Youth Marijuana Prevention activities funded in full or part by the associated budget.

<i>Activity</i>	
Planning	Participate in Regional Network, hold a position on the Strategic Planning Team. As a member of the Strategic Planning Team, help to: 1. Update the 2022-2023 Olympic Region YMPEP Needs Assessment, including the Community Readiness Assessment. 2. Update the 2022-2023 Olympic Region YMPEP Strategic Plan, per DOH guidance.
Education	Participate in a minimum of one skill enhancement opportunity per month.
Implementation	1. <i>2021-2022 DOH Approved Regional Strategies:</i> • PSE Priority 1: Local Laws & Ordinances • PSE Priority 2: Community Norms • PSE Priority 3: Retailer Consumer Education • PSE Priority 4: Health Care Policy & Procedures 2. Specific Clallam County activities are described in the 2021-2022 YMPEP workplan. Work plans are subject to change. Any changes will be approved by both parties. 3. Participate in statewide collaboration on the strategies listed above. More detail for how to participate is listed within work plan.
Monitoring and Reporting	Monitor progress for each activity as appropriate; submit monthly narrative and data reports as requested by KPHD on the 5 th of every month.
Calls/Meetings	Participate in monthly check-in call with regional lead. Attend and participate in Regional Network and Planning Team meetings; review correspondences related to YMPEP; respond to activity assessments/surveys administered by KPHD as appropriate per scope of work. Attend at least one statewide All-Providers Meeting or Practice Collaborative Meeting.
Mid-Year Evaluation	By February 1, 2022 report progress to YMPEP Regional Coordinator. If needed, adjust activities to ensure spend down. Conduct a work plan reevaluation.
Invoicing	Submit monthly invoices by the 20 th of the month following the month in which costs were incurred, except for the Final Expenditure Report and Request for Reimbursement in each federal fiscal year (due July 1, 2022). Invoices must include supporting documentation such as timecards for staff time and copies of invoices paid for goods and services.

Budget July 1, 2021 – June 30, 2022

	<i>Cost</i>	<i>Description</i>
Staff Salary	\$21,500	Prevention Specialist and Supervisor
Benefits	8,500	
Indirect	7,800	34% of Salaries
Goods & Services	3,444	Supplies, Outreach/Educ. Materials/Advertising/Comm. Trainings
Training/Travel	1,000	Mileage for Meetings and Training Expenses for Staff
Total Clallam	\$42,244	

Funding Source

Chart of Accounts Program Name or Title	CFDA #	BARS Code	7/1/21-6/30/22
SFY22 Marijuana Tobacco Education	N/A	334.04.93	\$42,244

Community Resources: Subrecipient shall make a reasonable and ongoing effort, throughout the period of performance, to secure and/or leverage resources from private and public entities to supplement the administrative, operational, and implementation costs under this program. Documentation of any collaborative efforts and securing of resources that benefit this project shall be kept current and on file in the office of the Subcontractor and be available for review upon request by District staff.

Funding Restrictions and Limitations:

- m. Recipient may not use funds for research.
- n. Recipient may not use funds for clinical care.
- o. Recipient may only expend funds for reasonable program purposes, including personnel, travel, supplies, and services, such as contractual.
- p. Recipient may not generally use funding for the purchase of furniture or equipment. However, if equipment purchase is integral to a selected strategy, it will be considered. Any such proposed spending must be identified in the budget and approved by the District.
- q. Recipient may not use funding for construction.
- r. Recipient must comply with District guidance on food, incentives and use of District or DOH logo outlined in YMPEP Regional Implementation Guide and should not exceed federal per diem rates.
- s. Reimbursement of pre-award costs is not allowed.



AGENDA ITEM SUMMARY

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

20
1/25/22

Department: Superior Court

WORK SESSION ☒ Meeting Date: 1/18/2022

REGULAR AGENDA ☒ Meeting Date: 1/25/2022

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

Item summary:

- | | | |
|---|--|--------------------------------------|
| ☐ Call for Hearing | ☒ Contract/Agreement/MOU - Contract # 861.22.001 (Replaces 861.21.001) | |
| ☐ Resolution | ☐ Proclamation | ☐ Budget Item |
| ☐ Draft Ordinance | ☐ Final Ordinance | ☐ Other |

Documents exempt from public disclosure attached: ☐

Executive summary:

Superior Court is asking for approval of a contract renewal between the Salish Behavioral Health Organization (SBHO) and Clallam County Superior Court called the Criminal Justice Treatment Account (CJTA) which support our therapeutic courts.

The CJTA funds are set aside by the State of Washington for the betterment of therapeutic courts for support of offenders with a substance use disorder (RCW 71.24.580). These funds are available and distributed on a yearly basis. The contract period for this renewal is from January 1, 2022, through December 31, 2022, for the total amount of \$196,106 to be split between (5) entities with the agreement that \$20,800 of the funds will be set aside for in-jail services leaving a total of \$175,306 to be distributed equally to each of the (5) entities in the amount of \$35,061 each. In addition, an \$7,500 of the Superior Court funds will be allocated to Cedar Grove to use for pro social activities. Therefore, the total funds for Superior Court are \$27,561.

Superior Court is asking the Board to approve this contract for the use of providing services for Drug Court participants. Superior Court will pay for services outlined in the contract agreement and submit reimbursement requests to the SBHO on a monthly basis.

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?** ☐
Superior Court will provide a budget change form if the contract renewal is approved.

Recommended action: (Does the Board need to act? If so, what is the department's recommendation?)
We are asking the Board to approve this CJTA contract.

County Official signature & print name: Brent Basdei BRENT BASDEI

Name of Employee/Stakeholder attending meeting: Lacey Fors

Relevant Departments: Superior Court, Drug Court
Date submitted:

**CONTRACT AMENDMENT
A**

(861.22.001)
<replaces 861.21.001>

This CONTRACT AMENDMENT is made and entered into between SALISH BEHAVIORAL HEALTH ORGANIZATION, through Kitsap County, as its administrative entity, a political subdivision of the State of Washington, with its principal offices at 614 Division Street, Port Orchard, Washington 98366, hereinafter "SBHO", and Clallam County Superior Court, hereinafter "CONTRACTOR."

In consideration of the mutual benefits and covenants contained herein, the parties agree that their Contract, numbered as Kitsap County Contract No. KC-484-20 and executed on December 14, 2020, shall be amended as follows:

1. Page 1 shall be amended as follows:
Contract Amount is increased by \$27,561 increasing the contract total from \$35,061 to \$62,622.
Contract end date is extended from December 31, 2021 to December 31, 2022. Amended contract period January 1, 2021 – December 31, 2022.
2. **Attachment B:** CJTA Statement of work is deleted and replaced as attached.
3. **Attachment B-1:** Quarterly CJTA Reporting Template is attached.
4. **Attachment C: Budget** is deleted entirely and replaced as attached.
5. If this Contract Amendment extends the expiration date of the Contract, then the Contractor shall provide an updated certificate of insurance evidencing that any required insurance coverages are in effect through the new contract expiration date. The Contractor shall submit the certificate of insurance to:
Program Lead, Salish Behavioral Health Organization
Kitsap County Department of Human Services
614 Division Street, MS-23
Port Orchard, WA 98366.
Upon receipt, the Human Services Department will ensure submission of all insurance documentation to the Risk Management Division, Kitsap County Department of Administrative Services.
6. Except as expressly provided in this Contract Amendment, all other terms and conditions of the original Contract, and any subsequent amendments,

addenda or modifications thereto, remain in full force and effect.

This amendment shall be effective upon January 1, 2022.

CONTRACTOR

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

Mark Ozias, Chair
Clallam County Board of
Commissioners

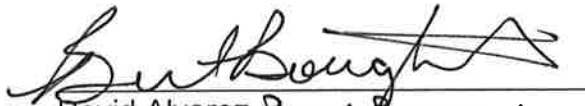
Edward E. Wolfe, Chair



Brent Basden, Presiding Judge

Charlotte Garrido, Commissioner

Robert Gelder, Commissioner



David Alvarez Bert Boughton
Chief Deputy Prosecutor
AS TO Form Only

ATTEST:

Dana Daniels, Clerk of the Board

Criminal Justice Treatment Account (CJTA)

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

Statement of Work for Criminal Justice Treatment Account: Effective January 1, 2021

- I. Interim Services;
- m. Community Outreach;
- n. Involuntary Commitment Investigations and Treatment;
- o. Room and Board (Residential Treatment Only);
- p. Transportation;
- q. Childcare Services;
- r. Urinalysis;
- s. Treatment in the jail, limited to 8 sessions that may include:
 - i. Engaging individuals in SUD treatment;
 - ii. Referral to SUD services;
 - iii. Administration of Medications for the treatment of Opioid Use Disorder (MOUD) to include the following
 - 1. Screening for medications for MOUD
 - 2. Cost of medications for MOUD
 - 3. Administration of medications for MOUD
 - iv. Coordinating care;
 - v. Continuity of care; and
 - vi. Transition planning.
- t. Employment services and job training;
- u. Relapse prevention;
- v. Family/marriage education;
- w. Peer-to-peer services, mentoring and coaching;
- x. Self-help and support groups;
- y. Housing support services (rent and/or deposits);
- z. Life skills;
- aa. Spiritual and faith-based support;

Statement of Work for Criminal Justice Treatment Account: Effective January 1, 2021

bb. Education; and

cc. Parent education and child development.

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

7. MAT in Therapeutic Courts

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

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

Statement of Work for Criminal Justice Treatment Account: Effective January 1, 2021

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

8. CJTA Quarterly Progress Report

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

Budget Summary			
Contractor:	Clallam County Superior Court		
Contract No:	KC-484-20 A		
Contract Period:	01/01/21- 12/31/22		
Expenditure	Previous Period	Changes this Contract	Current
Contract Period: 1/1/2021-12/31/2021			
Criminal Justice Treatment Account	\$35,061	\$0	\$35,061
Budget Total			\$35,061
Contract Period: 1/1/2022-12/31/2022			
Criminal Justice Treatment Account	0	\$27,561	\$27,561
Budget Total			\$27,561
Contract Total	\$35,061	\$27,561	\$62,622

Available Budget: Cost reimbursement

All rates are all-inclusive.

ATTACHMENT D: BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement (this “**Agreement**”) is effective as of the 1st day of January, 2021 (“**Effective Date**”) by and between SALISH BEHAVIORAL HEALTH-ADMINISTRATIVE SERVICES ORGANIZATION (SBHASO) and Clallam County Superior Court (**Contractor**) (individually, a “**Party**” and, collectively, the “**Parties**”).

- A. The Parties wish to enter into this Agreement to comply with the administrative simplification section of the Health Insurance Portability and Accountability Act of 1996 and its implementing regulations, as may be amended from time to time (collectively, “**HIPAA**”).
- B. SBHASO is a behavioral health-administrative services organization, a Business Associate of certain upstream Covered Entities (“**Upstream Covered Entities**”), and a lawful holder of Part 2 Information, as defined below, as provided under the Confidentiality of Alcohol and Drug Abuse Patient Records regulations at 42 CFR Part 2 (“**Part 2**”). SBHASO also formerly was a Covered Entity and may continue to Use, Disclose, and maintain PHI from when it was a Covered Entity.
- C. The Parties have entered into one or more arrangements (collectively, the “**Service Contract**”) under which Contractor will provide certain services to SBHASO that may involve Contractor creating, receiving, maintaining, or transmitting PHI, as defined below, and Contractor may be considered a Subcontractor Business Associate of SBHASO under HIPAA and a subcontractor of a lawful holder under Part 2.

NOW, THEREFORE, in consideration of the Parties’ continuing obligations under the Service Contract, their compliance with HIPAA and Part 2, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree to this Agreement.

- I. **DEFINITIONS.** Except as otherwise defined in this Agreement, capitalized terms in this Agreement shall have the definitions set forth in HIPAA. “**Individual**” shall have the same meaning as the term “Individual” in 45 CFR § 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR § 164.502(g). “**Part 2 Information**” means alcohol abuse, drug abuse, or substance use disorder information covered by Part 2. “**PHI**” shall have the same meaning as the term “Protected Health Information” that is created, received, maintained, or transmitted by Contractor from or on behalf of SBHASO. PHI includes, without limitation, Electronic PHI, mental health information, sexually transmitted disease information, and Part 2 Information. “**PII**” means personally identifiable information as defined under Washington law.

II. **PERMITTED USES AND DISCLOSURES BY CONTRACTOR.**

- 2.1 **Performance of Service Contract.** Contractor may use and disclose PHI and PII to perform functions, activities, or services for, or on behalf of, SBHASO as specified in the Service Contract as long as the use or disclosure would not violate HIPAA, Part 2, and state and federal laws (collectively, “**Law**”), if done by Salish BH-ASO or an Upstream Covered Entity.
- 2.2 **Management; Administration; Legal Responsibilities.** Contractor may use PHI and PII for its proper management and administration and to fulfill its legal responsibilities, as long as the uses are permitted under Law for an Upstream Covered Entity, SBHASO, and Contractor.
- 2.3 **Required by Law.** Except as otherwise limited in this Agreement, Contractor may disclose PHI and PII as Required by Law. Contractor shall: (i) to the extent permitted by Law, immediately notify SBHASO prior to the disclosure; (ii) cooperate with SBHASO in making any disclosures

Required by Law, including efforts to challenge or limit the disclosure; and (iii) provide a copy of all information disclosed relating to this Agreement or the Service Contract.

- 2.4 **De-Identified Information.** Contractor may not use or disclose PHI or PII to create de-identified information or Limited Data Sets or to otherwise anonymize or aggregate PHI or PII for its own use or disclosure, without prior, express, written approval from SBHASO.
- 2.5 **Minimum Necessary.** Contractor shall make all reasonable efforts to access, use, disclose, or request only the minimum necessary amount of PHI or PII to accomplish the intended, permitted purpose of the access, use, disclosure, or request. Contractor shall comply with SBHASO's policies and procedures concerning minimum necessary requirements. The Parties shall collaborate in determining what quantum of information constitutes the "minimum necessary" amount for Contractor to accomplish its intended purposes.

III. **OBLIGATIONS AND ACTIVITIES OF CONTRACTOR.**

- 3.1 **Compliance with this Agreement.** Notwithstanding anything to the contrary, Contractor agrees to not use or further disclose PHI or PII other than as permitted or required by this Agreement or as Required by Law.
- 3.2 **Safeguards.** Contractor agrees to: (i) use appropriate safeguards to prevent use or disclosure of PHI and PII other than as provided for by this Agreement; (ii) implement the administrative, physical, and technical safeguards of the Security Standards for the Protection of Electronic Protected Health Information (the "**Security Rule**") that reasonably and appropriately protect the confidentiality, integrity, and availability of any PHI; (iii) comply with those requirements under the Security Rule that apply to Business Associates; and (iv) implement appropriate safeguards to protect Part 2 Information.
- 3.3 **Notification.**
 - 3.3.1 **Impermissible Use or Disclosure.** Contractor shall report to SBHASO any use or disclosure of PHI or PII not permitted under this Agreement, regardless of whether the use or disclosure rises to the level of a Breach.
 - 3.3.2 **Security Incident.** Contractor shall report to SBHASO any Security Incident of which Contractor becomes aware, regardless of whether the Security Incident rises to the level of a Breach. This Agreement constitutes notification of "unsuccessful" Security Incidents that do not present a risk to PHI or PII such as: (i) "pings" on an information system firewall; (ii) port scans; and (iii) attempts to log on to an information system or enter a database with an invalid password or user name.
 - 3.3.3 **Breach Notification.** Contractor shall report any Breach of Unsecured PHI, as required by the Notification of a Breach of Unsecured Protected Health Information Standards (the "**Breach Notification Rule**").
 - 3.3.4 **Part 2 Information.** Contractor shall report to SBHASO unauthorized uses, disclosures, or breaches of Part 2 Information.
 - 3.3.5 **Reporting Requirements.** Contractor shall make the report as soon as practical and in any event within five (5) business days of Contractor's discovery of one of the events described in Sections 3.3.1, 3.3.2, 3.3.3, and 3.3.4 (each, an "**Event**"). Contractor shall supplement the information provided in the report as it becomes available. An Event shall be treated as discovered by Contractor as of the first day on which the Event is known to Contractor or, through the exercise of reasonable diligence, would have been known to Contractor.

3.3.6 **Content of Notification.** Contractor shall provide: (i) information as required by the Breach Notification Rule and to fully inform SBHASO of each Event; and (ii) any additional information requested by SBHASO. At a minimum, the report of an Event shall include, to the extent possible:

- (a) The identification of each Individual whose PHI or PII has been, or is reasonably believed by Contractor to have been, accessed, acquired, used, or disclosed during or as a result of the Event;
- (b) A brief description of what happened, including the date of the Event and the date of discovery of the Event;
- (c) A description of the types of PHI or PII involved in the Event (such as whether full name, Social Security number, date of birth, home address, account number, diagnosis, disability code, or other types of information were involved);
- (d) Any steps Individuals should take to protect themselves from potential harm resulting from the Event;
- (e) A brief description of what Contractor is doing to investigate the Event, to mitigate harm to Individuals, and to protect against any further Events; and
- (f) Contact procedures for SBHASO or Individuals to ask questions or learn additional information, which shall include a toll-free telephone number, an e-mail address, Web site, or postal address.

3.4 **Subcontractors.** Contractor shall ensure any Subcontractor whom Contractor permits to create, receive, maintain, or transmit PHI or PII on behalf of Contractor or SBHASO, agrees in writing: (i) to the same restrictions and conditions that apply through this Agreement to Contractor; and (ii) to comply with the requirements of the Security Rule that apply to Business Associates. Contractor shall not permit a Subcontractor to create, receive, maintain, or transmit PHI or PII unless Contractor has performed adequate due diligence on the Subcontractor and found Subcontractor's safeguards appropriate.

3.5 **Restrictions.** Contractor agrees to comply with any requests for restrictions on certain uses and disclosures of PHI or PII of which SBHASO informs Contractor.

3.6 **Access.** At the request of SBHASO, within ten (10) business days, unless a shorter time period is requested, in the manner, form, and format requested by SBHASO, Contractor shall make available PHI and PII so that SBHASO or an Upstream Covered Entity may respond to an Individual's request for access to PHI and PII in accordance with the Standards for Privacy of Individually Identifiable Health Information (the "**Privacy Rule**") and other Law. In the event an Individual requests from Contractor access to PHI or PII, Contractor, to the extent permitted by Law, shall forward the request to SBHASO within two (2) business days.

3.7 **Amendment.** At the request of SBHASO in a reasonable time and manner and in the form and format requested by SBHASO, Contractor shall make amendments to PHI and PII so that SBHASO or an Upstream Covered Entity may respond to an Individual's request for an amendment by SBHASO in accordance with the Privacy Rule and other Law. In the event an Individual requests from Contractor any amendments, to the extent permitted by Law, Contractor shall forward the request to SBHASO within two (2) business days.

3.8 **Accounting of Disclosures.** Contractor shall document any disclosures that are required to be in an accounting of disclosures under the Privacy Rule and, upon request, shall provide information required to be included in an accounting of disclosures to SBHASO to permit SBHASO or an Upstream Covered Entity to comply with the Privacy Rule and other Law. In the event an Individual requests from Contractor, an accounting of disclosures, to the extent

permitted by law, Contractor shall forward the request to Salish BH-ASO within two (2) business days.

- 3.9 **Disclosures to the Secretary.** Contractor agrees that it will make its internal practices, books, and records available to the Secretary of the United States Department of Health and Human Services (the “**Secretary**”), for the purpose of determining an Upstream Covered Entity’s, SBHASO’s or Contractor’s compliance with HIPAA, and to SBHASO for the purpose of determining Contractor’s compliance with this Agreement, HIPAA, and other Law, in a time and manner designated by the Secretary or SBHASO. Contractor: (i) immediately shall notify Salish BH-ASO of any requests from the Secretary pertaining to an investigation of an Upstream Covered Entity’s, SBHASO’s, or Contractor’s compliance with HIPAA; (ii) cooperate with Salish BH-ASO in responding to the Secretary’s request; and (iii) provide to SBHASO a copy of all documents provided to the Secretary.

3.10 **Part 2 Information.**

3.10.1 **Part 2 Obligations of Contractor.** To the extent that, in performing services for or on behalf of SBHASO under the Service Contract, Contractor uses, discloses, maintains, or transmits Part 2 Information, Contractor acknowledges and agrees that it: (i) is fully bound by Part 2; (ii) with respect to Part 2 Information received by SBHASO pursuant to an authorization or consent, will limit its use and disclosure of Part 2 Information to Payment and Health Care Operations purposes; and (iii) if necessary, will resist in judicial proceedings any efforts to obtain access to Part 2 Information except as permitted by Part 2.

3.10.2 **Notice.** 42 CFR Part 2 prohibits unauthorized disclosure of these records.

3.10.3 **Redisclosure.** Contractor shall not redisclose Part 2 Information to a third party unless the third party is a contract agent of Contractor helping Contractor provide services under the Service Contract and only as long as the agent further discloses Part 2 Information only back to Contractor or SBHASO.

3.10.4 **Compliance.** Contractor acknowledges that any unauthorized disclosure of Part 2 Information may be a federal criminal offense.

- 3.11 **Sexually Transmitted Disease Information Notice.** With respect to sexually transmitted disease information: This information has been disclosed to you (Contractor) from records whose confidentiality is protected by state law. State law prohibits you from making any further disclosure of it without the specific written authorization for the release of medical or other information is NOT sufficient for this purpose.

- 3.12 **Covered Entity Obligations.** To the extent that Contractor is to carry out one or more of Covered Entity obligations under the Privacy Rule, Contractor shall comply with the requirements of the Privacy Rule that apply to a Covered Entity in the performance of the obligations.

- 3.13 **On-Site Services.** Contractor agrees that, while present at any SBHASO facility and/or when accessing SBHASO’s computer networks, it and all of its Workforce, agents, and Subcontractors at all times will comply with any network access and other security practices, policies, and procedures established by SBHASO including, without limitation, those established pursuant to HIPAA.

- 3.14 **No Sale of PHI.** Contractor agrees that it will not directly or indirectly receive remuneration in exchange for any PHI or PII without: (a) the written authorization of each applicable Individual, except when expressly permitted by the Privacy Rule; and (b) the advance written permissions of SBHASO.

- 3.15 **No Impermissible Marketing or Fundraising Communication.** Contractor agrees that it will not engage in Marketing or fundraising communications that would not be permitted by SBHASO or an Upstream Covered Entity under HIPAA.
- 3.16 **Mitigation.** Contractor agrees to mitigate, to the extent practicable, any harmful effect that is known to Contractor of a use or disclosure of PHI or PII by Contractor in breach of this Agreement, failure to comply with applicable Law, and any Event, as defined in Section 3.3.
- 3.17 **Compliance with Applicable Law.** Contractor shall comply with applicable Law. Contractor shall not act or fail to act in a manner that causes SBHASO to not be in compliance with applicable Law.

IV. OBLIGATIONS OF SBHASO. SBHASO shall not request Contractor to act in a manner that is not permissible under HIPAA.

V. TERM AND TERMINATION.

- 5.1 **Term.** The term of this Agreement shall be effective as of the Effective Date and shall terminate upon the expiration or termination of the Service Contract.
- 5.2 **Termination.** Upon SBHASO's knowledge of a material breach by Contractor of its obligations under this Agreement, SBHASO may notify Contractor, and Contractor shall have thirty (30) days from receipt of that notice to cure the breach or end the violation. Notwithstanding anything to the contrary in the Service Contract, if Contractor fails to cure the breach or end the violation within the designated time period, then SBHASO immediately may terminate the Service Contract upon notice.
- 5.3 **Effect of Termination.**
- 5.3.1 **Return or Destruction.** Except as provided in 5.3.2, upon termination of this Agreement, Contractor, within ten (10) days, shall return or destroy all PHI and PII. Any destruction shall be in a manner consistent with HIPAA and related guidance. This provision also shall apply to PHI and PII that is in the possession of agents or Subcontractors of Contractor. Neither Contractor nor its agents or Subcontractors shall retain copies of the PHI. Upon request, Contractor shall provide a certificate of appropriate destruction of the PHI and PII.
- 5.3.2 **Continued Protections.** In the event that Contractor determines that returning or destroying the PHI and PII is infeasible, Contractor shall provide within ten (10) days to SBHASO notification of the conditions that make return or destruction infeasible of PHI and PII. Upon mutual agreement of the Parties that return or destruction of PHI is infeasible and to the extent Contractor retains knowledge of the PHI and PII, Contractor shall extend the protections of this Agreement to the PHI and PII and limit further uses and disclosures of the PHI and PII to those purposes that make the return or destruction infeasible, for as long as Contractor maintains, or retains knowledge of, the PHI or PII.

VI. MISCELLANEOUS.

- 6.1 **Indemnification Obligation.** Notwithstanding anything to the contrary in the Service Contract, Contractor will indemnify, defend at SBHASO's request, and hold harmless SBHASO, its Workforce, County Authorities Executive Committee, Advisory Board, partners, agents, and Subcontractors (collectively "**SBHASO Indemnified Parties**") from and against any and all claims, actions, investigations, proceedings, losses, liability, damages, costs, and expenses (including attorneys' fees, costs of defense, and costs of investigation, mitigation, remediation, and notification) incurred or suffered by an SBHASO Indemnified Party (collectively, "**Damages**") that

arise out of, result from, allege, or relate to any of the following: (i) Contractor's breach of this Agreement, including any breach of any representation or warranty; (ii) any Event reported by Contractor under this Agreement; (iii) any violation of Law by or caused by Contractor or its Workforce, agents, or Subcontractors; or (iv) any negligent act or omission, willful misconduct, strict liability, or fraud by or of Contractor or its Workforce, agents, or Subcontractors.

- 6.2 **Coverage of Costs.** In addition, and without limitation of Supplier's obligations under Section 6.1, Supplier will pay the reasonable costs incurred by SBHASO and any affected Upstream Covered Entities in connection with the following items with respect to any Event: (a) any investigation to determine the cause of an Event, including forensic consultations; (b) legal advice regarding an Event; (c) provision of notification of an Event to affected Individuals, applicable government, relevant industry self-regulatory agencies, and the media; (d) provision of credit monitoring and/or identity theft services to affected Individuals; (e) operation of a call center to respond to questions from Individuals; and (f) other reasonable mitigation efforts as deemed necessary or appropriate by SBHASO and any affected Upstream Covered Entity.
- 6.3 **Process for Indemnification.** SBHASO will notify Contractor of any Damages for which it seeks indemnification. Upon a SBHASO request for defense, Contractor will use counsel reasonably satisfactory to the SBHASO Indemnified Parties to defend each claim related to the Damages and will keep the SBHASO Indemnified Parties informed of the status of the defense of each of the Damages. SBHASO will give Contractor reasonable assistance, at Contractor's expense, as Contractor may reasonably request. SBHASO will provide Contractor the opportunity to assume sole control over defense and settlement, as long as Contractor will not consent to the entry of any judgment or enter into any settlement without the SBHASO Indemnified Parties' prior written consent, which will not be unreasonably withheld. Any SBHASO Indemnified Party may participate in the defense at its own expense. Contractor's duty to defend is independent of its duty to indemnify, to mitigate, or to cover costs.
- 6.4 **Not Limited by Insurance Coverage.** Contractor's indemnification, mitigation, coverage of costs, and defense obligations will not be limited in any manner whatsoever by any required or other insurance coverage maintained by Contractor.
- 6.5 **No Limitations on Liability.** Notwithstanding any other provision of this Agreement or the Service Contract, in no event will any exclusions, disclaimers, waivers, or limitations of any nature whatsoever apply to any damages, liability, rights, or remedies arising from or in connection with: (i) Contractor's indemnification and defense obligations under this Agreement; (ii) Contractor's breach of this Agreement, including any breach of any representation or warranty; (iii) any Event reported by Contractor; (iv) any violation of Law by or caused by Contractor or its Workforce, agents, or Subcontractors; or (v) any negligent act or omission, willful misconduct, strict liability, or fraud by or of Contractor or its Workforce, agents, or Subcontractors.
- 6.6 **Ownership of Information.** The Parties agree that Contractor shall not have an ownership interest in PHI or PII or any derivations of the PHI or PII.
- 6.7 **Insurance.** Contractor shall maintain appropriate and adequate insurance coverage, including cyber insurance, to cover Contractor's obligations pursuant to this Agreement. Contractor's cyber insurance shall be no less than one million dollars (\$1,000,000) per occurrence. Upon request, Contractor shall provide evidence of insurance coverage.
- 6.8 **Equitable and Injunctive Relief.** The Parties acknowledge that the use or disclosure of PHI or PII in a manner inconsistent with this Agreement may cause SBHASO and its Upstream Covered

Entities irreparable damage and that SBHASO and its Upstream Covered Entities shall have the right to equitable and injunctive relief, without having to post bond, to prevent the unauthorized use or disclosure of PHI or PII and to damages as are occasioned by an Event in addition to other remedies available at law or in equity. SBHASO's and Upstream Covered Entities' remedies under this Agreement and the Service Contract shall be cumulative, and the exercise of any remedy shall not preclude the exercise of any other.

- 6.9 **Third Party Beneficiaries.** Notwithstanding anything to the contrary in the Service Contract or this Agreement, Individuals who are the subject of PHI shall be third party beneficiaries to this Agreement. Subject to the foregoing, nothing in this Agreement shall confer upon any person other than the Parties and their respective successors or assigns, any rights, remedies, obligations, or liabilities whatsoever.
- 6.10 **Interpretation.** This Agreement shall be interpreted in a manner consistent with the Parties' intent to comply with HIPAA, Part 2, and other Law. Any ambiguity of this Agreement shall be resolved in favor of a meaning that permits the Parties to comply with HIPAA, Part 2, and other Law. In the event of an inconsistency between the provisions of this Agreement and mandatory provisions of HIPAA, HIPAA shall control. In the event of any inconsistency between this Agreement and the Service Contract or any other agreement between the Parties, the terms of this Agreement shall control. Nothing in this Agreement shall be construed as a waiver of any legal privilege or protection, including for trade secrets or confidential commercial information.
- 6.11 **Survival.** The obligations of Contractor under Sections 3.2, 3.3, 3.6, 3.8, 3.10, 3.11, 3.14, 3.16, 5.3, 6.1, 6.2, 6.3, 6.4, 6.6, 6.8, and 6.9 of this Agreement shall survive the expiration, termination, or cancellation of this Agreement, the Service Contract, and/or the business relationship of the Parties, and shall continue to bind Contractor, its Workforce, agents, employees, subcontractors, successors, and assigns as set forth in this Agreement.
- 6.12 **Amendment.** This Agreement may be amended or modified only in a writing signed by the Parties. The Parties agree that they will negotiate amendments to this Agreement to conform to any changes in HIPAA and Part 2.
- 6.13 **Assignment.** Neither Party may assign its respective rights and obligations under this Agreement without the prior written consent of the other Party.
- 6.14 **Independent Contractor.** None of the provisions of this Agreement are intended to create, nor will they be deemed to create, any relationship between the Parties other than that of independent parties contracting with each other solely for the purposes of effecting the provisions of this Agreement and any other agreements between the Parties evidencing their business relationship. No agency relationship is deemed created by this Agreement.
- 6.15 **Governing Law.** To the extent this Agreement is not governed exclusively by HIPAA, Part 2, or other Law, it will be governed by and construed in accordance with the laws of the State of Washington.
- 6.16 **No Waiver.** No change, waiver, or discharge of any liability or obligation under this Agreement on any one or more occasions shall be deemed a waiver of performance of any continuing or other obligation, or shall prohibit enforcement of any obligation, on any other occasion.
- 6.17 **Severability.** In the event that any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, the remainder of the provisions of this Agreement will remain in full force and effect.

6.18 **Notice.** Any notification required in this Agreement shall be made in writing to the representative of the Party who signed this Agreement or the person currently serving in that representative's position with the other Party.

6.19 **Entire Agreement.** This Agreement constitutes the entire understanding of the Parties with respect to its subject matter and supersedes all prior agreements, oral or written.

ATTACHMENT E: DATA USE, SECURITY AND CONFIDENTIALITY

1 Definitions

The definitions below apply to this Attachment:

- 1.1 **“Authorized User”** means an individual or individuals with an authorized business need to access HCA’s Confidential Information under this Contract.
- 1.2 **“Breach”** means the unauthorized acquisition, access, use, or disclosure of Data shared under this Contract that compromises the security, confidentiality or integrity of the Data.
- 1.3 **“Business Associate”** means a Business Associate as defined in 45 CFR 160.103, who performs or assists in the performance of an activity for or on behalf of HCA, a Covered Entity that involves the use or disclosure of protected health information (PHI). Any reference to Business Associate in this DSA includes Business Associate’s employees, agents, officers, Subcontractors, third party contractors, volunteers, or directors.
- 1.4 **“Business Associate Agreement”** means the HIPAA Compliance section of this Exhibit and includes the Business Associate provisions required by the U.S. Department of Health and Human Services, Office for Civil Rights.
- 1.5 **“Covered Entity”** means HCA, which is a Covered Entity as defined in 45 C.F.R. § 160.103, in its conduct of covered functions by its health care components.
- 1.6 **“Data”** means the information that is disclosed or exchanged as described by this Contract. For purposes of this Attachment, Data means the same as “Confidential Information.”
- 1.7 **“Designated Record Set”** means a group of records maintained by or for a Covered Entity, that is: the medical and billing records about Individuals maintained by or for a covered health care provider; the enrollment, payment, claims adjudication, and case or medical management record systems maintained by or for a health plan; or Used in whole or part by or for the Covered Entity to make decisions about Individuals.
- 1.8 **“Disclosure”** means the release, transfer, provision of, access to, or divulging in any other manner of information outside the entity holding the information.
- 1.9 **“Electronic Protected Health Information (ePHI)”** means Protected Health Information that is transmitted by electronic media or maintained as described in the definition of electronic media at 45 C.F.R. § 160.103.
- 1.10 **“Hardened Password”** after July 1, 2019 means a string of characters containing at least three of the following character classes: upper case letters; lower case letters; numerals; and special characters, such as an asterisk, ampersand or exclamation point.
 - 1.10.1 Passwords for external authentication must be a minimum of 10 characters long.
 - 1.10.2 Passwords for internal authentication must be a minimum of 8 characters long.
 - 1.10.3 Passwords used for system service or service accounts must be a minimum of 20 characters long.

- 1.11 **“HIPAA”** means the Health Insurance Portability and Accountability Act of 1996, as amended, together with its implementing regulations, including the Privacy Rule, Breach Notification Rule, and Security Rule. The Privacy Rule is located at 45 C.F.R. Part 160 and Subparts A and E of 45 C.F.R. Part 164. The Breach Notification Rule is located in Subpart D of 45 C.F.R. Part 164. The Security Rule is located in 45 C.F.R. Part 160 and Subparts A and C of 45 C.F.R. Part 164.
- 1.12 **“HIPAA Rules”** means the Privacy, Security, Breach Notification, and Enforcement Rules at 45 C.F.R. Parts 160 and Part 164.
- 1.13 **“Medicare Data Use Requirements”** refers to the four documents attached and incorporated into this Exhibit as Schedules 1, 2, 3, and 4 that set out the terms and conditions Contractor must agree to for the access to and use of Medicare Data for the Individuals who are dually eligible in the Medicare and Medicaid programs.
- 1.14 **“Minimum Necessary”** means the least amount of PHI necessary to accomplish the purpose for which the PHI is needed.
- 1.15 **“Portable/Removable Media”** means any Data storage device that can be detached or removed from a computer and transported, including but not limited to: optical media (e.g. CDs, DVDs); USB drives; or flash media (e.g. CompactFlash, SD, MMC).
- 1.16 **“Portable/Removable Devices”** means any small computing device that can be transported, including but not limited to: handhelds/PDAs/Smartphones; Ultramobile PC's, flash memory devices (e.g. USB flash drives, personal media players); and laptops/notebook/tablet computers. If used to store Confidential Information, devices should be Federal Information Processing Standards (FIPS) Level 2 compliant.
- 1.17 **“PRISM”** means the DSHS secure, web-based clinical decision support tool that shows administrative data for each Medicaid Client and is organized to identify care coordination opportunities.
- 1.18 **“Protected Health Information”** or “PHI” has the same meaning as in HIPAA except that it in this Contract the term includes information only relating to individuals.
- 1.19 **“ProviderOne”** means the Medicaid Management Information System, which is the State's Medicaid payment system managed by HCA.
- 1.20 **“Security Incident”** means the attempted or successful unauthorized access, use, disclosure, modification or destruction of information or interference with system operations in an information system.
- 1.21 **“Tracking”** means a record keeping system that identifies when the sender begins delivery of Confidential Information to the authorized and intended recipient, and when the sender receives confirmation of delivery from the authorized and intended recipient of Confidential Information.
- 1.22 **“Transmitting”** means the transferring of data electronically, such as via email, SFTP, web-services, AWS Snowball, etc.
- 1.23 **“Transport”** means the movement of Confidential Information from one entity to another, or within an entity, that: places the Confidential Information outside of a Secured Area or system (such as a local area network); and is accomplished other than via a Trusted System.

- 1.24 **“Trusted System(s)”** means the following methods of physical delivery: (1) hand-delivery by a person authorized to have access to the Confidential Information with written acknowledgement of receipt; (2) United States Postal Service (“USPS”) first class mail, or USPS delivery services that include Tracking, such as Certified Mail, Express Mail or Registered Mail; (3) commercial delivery services (e.g. FedEx, UPS, DHL) which offer tracking and receipt confirmation; and (4) the Washington State Campus mail system. For electronic transmission, the Washington State Governmental Network (SGN) is a Trusted System for communications within that Network.
- 1.25 **“U.S.C.”** means the United States Code. All references in this Exhibit to U.S.C. chapters or sections will include any successor, amended, or replacement statute. The U.S.C. may be accessed at <http://uscode.house.gov/>
- 1.26 **“Unique User ID”** means a string of characters that identifies a specific user and which, in conjunction with a password, passphrase, or other mechanism, authenticates a user to an information system.
- 1.27 **“Use”** includes the sharing, employment, application, utilization, examination, or analysis, of Data.

2 Data Classification

- 2.1 The State classifies data into categories based on the sensitivity of the data pursuant to the Security policy and standards promulgated by the Office of the state of Washington Chief Information Officer. (See Section 4 of this Exhibit, Data Security, of Securing IT Assets Standards No. 141.10 in the State Technology Manual at <https://ocio.wa.gov/policies/141-securing-information-technology-assets/14110-securing-information-technology-assets>.)

The Data that is the subject of this Contract is classified as Category 4 – Confidential Information Requiring Special Handling. Category 4 Data is information that is specifically protected from disclosure and for which:

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

3 PRISM Access- N/A

4 Constraints on Use of Data

- 4.1 This Contract does not constitute a release of the Data for the Contractor’s

discretionary use. Contractor must use the Data received or accessed under this Contract only to carry out the purpose of this Contract. Any ad hoc analyses or other use or reporting of the Data is not permitted without SBHASO's and HCA's prior written consent.

- 4.2 Data shared under this Contract includes data protected by 42 C.F.R. Part 2. In accordance with 42 C.F.R. § 2.32, this Data has been disclosed from records protected by federal confidentiality rules (42 C.F.R. Part 2). The federal rules prohibit Receiving Party from making any further disclosure of the Data that identifies a patient as having or having had a substance use disorder either directly, by reference to publicly available information, or through verification of such identification by another person unless further disclosure is expressly permitted by the written consent of the individual whose information is being disclosed or as otherwise permitted by 42 C.F.R. Part 2. A general authorization for the release of medical or other information is NOT sufficient for this purpose (42 C.F.R. § 2.31). The federal rules restrict any use of the SUD Data to investigate or prosecute with regard to a crime any patient with a substance use disorder, except as provided at 42 C.F.R. § 2.12(c)(5) and § 2.65.
 - 4.2.1 The information received under subsection 7.7 of the Contract is also protected by federal law, including 42 C.F.R. Part 2, Subpart D, § 2.53, which requires HCA and their Subcontractors to:
 - 4.2.1.1 Maintain and destroy the patient identifying information in a manner consistent with the policies and procedures established under 42 C.F.R. § 2.16;
 - 4.2.1.2 Retain records in compliance with applicable federal, state, and local record retention laws; and
 - 4.2.1.3 Comply with the limitations on disclosure and Use in 42 C.F.R. Part 2, Subpart D, § 2.53(d).
- 4.3 Any disclosure of Data contrary to this Contract is unauthorized and is subject to penalties identified in law.
- 4.4 The Contractor must comply with the *Minimum Necessary Standard*, which means that Contractor will use the least amount of PHI necessary to accomplish the Purpose of this Contract.
 - 4.4.1 Contractor must identify:
 - 4.4.2 Those persons or classes of persons in its workforce who need access to PHI to carry out their duties; and
 - 4.4.3 For each such person or class of persons, the category or categories of PHI to which access is needed and any conditions appropriate to such access.

- 4.4.4 Contractor must implement policies and procedures that limit the PHI disclosed to such persons or classes of persons to the amount reasonably necessary to achieve the purpose of the disclosure, in accordance with this Contract.

5 Security of Data

5.1 Data Protection

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

- 5.1.1.1 Allowing access only to staff that have an authorized business requirement to view the Confidential Information.
- 5.1.1.2 Physically securing any computers, documents, or other media containing the Confidential Information.

5.2 Data Security Standards

- 5.2.1 Contractor must comply with the Data Security Requirements set out in this section and the Washington OCIO Security Standard, 141.10, which will include any successor, amended, or replacement regulation (<https://ocio.wa.gov/policies/141-securing-information-technology-assets/14110-securing-information-technology-assets>.) The Security Standard 141.10 is hereby incorporated by reference into this Contract.

5.2.2 Data Transmitting

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

- 5.2.3 Protection of Data. The Contractor agrees to store and protect Data as described.

- 5.2.3.1 Data at Rest:

5.2.3.1.1

Data will be encrypted with NIST 800-series approved algorithms. Encryption keys will be stored and protected independently of the data. Access to the Data will be restricted to Authorized Users through the use of access control lists, a Unique User ID, and a Hardened Password, or other authentication mechanisms which provide equal or greater security, such as biometrics or smart cards. Systems that contain or provide access to Confidential Information must be located in an area that is accessible only to authorized personnel, with access controlled through use of a key, card key, combination lock, or comparable mechanism.

5.2.3.2 Data stored on Portable/Removable Media or Devices

5.2.3.2.1

Confidential Information provided by SBHASO or HCA on Removable Media will be encrypted with NIST 800-series approved algorithms. Encryption keys will be stored and protected independently of the Data.

5.2.3.2.2

HCA's Data must not be stored by the Contractor on Portable Devices or Media unless specifically authorized within the Contract. If so authorized, the Contractor must protect the Data by:

- a. Encrypting with NIST 800-series approved algorithms. Encryption keys will be stored and protected independently of the data;
- b. Controlling access to the devices with a Unique User ID and Hardened Password or stronger authentication method such as a physical token or biometrics;
- c. Keeping devices in locked storage when not in use;
- d. Using check-in/check-out procedures when devices are shared;

- e. Maintaining an inventory of devices;
and
- f. Ensuring that when being transported outside of a Secured Area, all devices containing Data are under the physical control of an Authorized User.

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

5.2.4 Data Segregation

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

5.2.4.2 HCA's Data must be kept in one of the following ways:

5.2.4.2.1 On media (e.g. hard disk, optical disc, tape, etc.) which contains only HCA Data;

5.2.4.2.2 In a logical container on electronic media, such as a partition or folder dedicated to HCA's Data;

5.2.4.2.3 In a database that contains only HCA Data;

5.2.4.2.4 Within a database – HCA data must be distinguishable from non- HCA Data by the value of a specific field or fields within database records;

5.2.4.2.5 Physically segregated from non-HCA Data in a drawer, folder, or other container when stored as physical paper documents.

5.2.4.3 When it is not feasible or practical to segregate HCA's Data from non-HCA data, both HCA's Data

and the non-HCA data with which it is commingled must be protected as described in this Exhibit.

5.3 Data Disposition

- 5.3.1 Upon request by SBHASO or HCA, at the end of the Contract term, or when no longer needed, Confidential Information/Data must be returned to HCA or disposed of as set out below, except as required to be maintained for compliance or accounting purposes.
- 5.3.2 Media are to be destroyed using a method documented within NIST 800-88 (<http://csrc.nist.gov/publications/PubsSPs.html>).
- 5.3.3 For Data stored on network disks, deleting unneeded Data is sufficient as long as the disks remain in a Secured Area and otherwise meet the requirements listed in Section 4.b.iii, above. Destruction of the Data as outlined in this section of this Exhibit may be deferred until the disks are retired, replaced, or otherwise taken out of the Secured Area.

6 Data Confidentiality and Non-Disclosure

6.1 Data Confidentiality.

- 6.1.1 The Contractor will not use, publish, transfer, sell or otherwise disclose any Confidential Information gained by reason of this Contract for any purpose that is not directly connected with the purpose of this Contract, except:
 - 6.1.1.1 as provided by law; or
 - 6.1.1.2 with the prior written consent of the person or personal representative of the person who is the subject of the Confidential Information.

6.2 Non-Disclosure of Data

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

6.2.2 The Contractor will ensure that each employee or Subcontractor who will access the Data signs a non-disclosure of confidential information agreement regarding confidentiality and non-disclosure requirements of Data under this Contract. The Contractor must retain the signed copy of employee non-disclosure agreement in each employee's personnel file for a minimum of six years from the date the employee's access to the Data ends. The Contractor will make this documentation available to SBHASO or HCA upon request.

6.3 Penalties for Unauthorized Disclosure of Data

6.3.1 The Contractor must comply with all applicable federal and state laws and regulations concerning collection, use, and disclosure of Personal Information and PHI. Violation of these laws may result in criminal or civil penalties or fines.

6.3.2 The Contractor accepts full responsibility and liability for any noncompliance with applicable laws or this Contract by itself, its employees, and its Subcontractors.

7 Data Shared with Subcontractors

If Data access is to be provided to a Subcontractor under this Contract, the Contractor must include all of the Data security terms, conditions and requirements set forth in this Attachment in any such Subcontract.

However, no subcontract will terminate the Contractor's legal responsibility to HCA for any work performed under this Contract nor for oversight of any functions and/or responsibilities it delegates to any subcontractor. Contractor must provide an attestation by January 31, each year that all Subcontractor meet, or continue to meet, the terms, conditions, and requirements in this Attachment.

8 Data Breach Notification

8.1 The Breach or potential compromise of Data must be reported to the SBHASO Privacy Officer at IClauson@co.kitsap.wa.us and to the SBHASO Contract Manager at SJlewis@co.kitsap.wa.us within five (5) business days of discovery. If the Contractor does not have full details, it will report what information it has, and provide full details within fifteen (15) business days of discovery. To the extent possible, these reports must include the following:

8.1.1 The identification of each non-Medicaid Individual whose PHI has been or may have been improperly accessed, acquired, used, or disclosed;

8.1.2 The nature of the unauthorized use or disclosure, including a brief description of what happened, the date of the event(s), and the date of discovery;

- 8.1.3 A description of the types of PHI involved;
 - 8.1.4 The investigative and remedial actions the Contractor or its Subcontractor took or will take to prevent and mitigate harmful effects, and protect against recurrence;
 - 8.1.5 Any details necessary for a determination of the potential harm to Individuals whose PHI is believed to have been used or disclosed and the steps those Individuals should take to protect themselves; and
 - 8.1.6 Any other information SBHASO or HCA reasonably requests.
- 8.2 The Contractor must take actions to mitigate the risk of loss and comply with any notification or other requirements imposed by law or HCA including but not limited to 45 C.F.R. Part 164, Subpart D; RCW 42.56.590; RCW 19.255.010; or WAC 284-04-625.
 - 8.3 The Contractor must notify SBHASO in writing, as described in 8.a above, within two (2) business days of determining notification must be sent to non-Medicaid Individuals.
 - 8.4 At SBHASO's or HCA's request, the Contractor will provide draft Individual notification to HCA at least five (5) business days prior to notification, and allow HCA an opportunity to review and comment on the notifications.
 - 8.5 At SBHASO's or HCA's request, the Contractor will coordinate its investigation and notifications with HCA and the Office of the state of Washington Chief Information Officer (OCIO), as applicable.

9 HIPAA Compliance

This section of the Attachment is the Business Associate Agreement (BAA) required by HIPAA. The Contractor is a "Business Associate" of SBHASO as defined in the HIPAA Rules.

- 9.1 HIPAA Point of Contact. The point of contact for the Contractor for all required HIPAA-related reporting and notification communications from this Section and all required Data Breach Notification from Section 8, is:

Salish Behavioral Health Administrative Services Organization
Attention: Ileea Clauson, Privacy Officer
614 Division St., MS-23
Port Orchard, WA 98366
Telephone: (360) 337-4833
Email: IClauson@co.kitsap.wa.us

- 9.2 Compliance. Contractor must perform all Contract duties, activities, and

tasks in compliance with HIPAA, the HIPAA Rules, and all attendant regulations as promulgated by the U.S. Department of Health and Human Services, Office for Civil Rights, as applicable.

- 9.3 Use and Disclosure of PHI. Contractor is limited to the following permitted and required uses or disclosures of PHI:
- 9.3.1 Duty to Protect PHI. Contractor must protect PHI from, and will use appropriate safeguards, and comply with Subpart C of 45 C.F.R. Part 164, Security Standards for the Protection of Electronic Protected Health Information, with respect to ePHI, to prevent unauthorized Use or disclosure of PHI for as long as the PHI is within Contractor's possession and control, even after the termination or expiration of this Contract.
 - 9.3.2 Minimum Necessary Standard. Contractor will apply the HIPAA Minimum Necessary standard to any Use or disclosure of PHI necessary to achieve the purposes of this Contract. See 45 C.F.R. § 164.514(d)(2) through (d)(5).
 - 9.3.3 Disclosure as Part of the Provision of Services. Contractor will only Use or disclose PHI as necessary to perform the services specified in this Contract or as required by law, and will not Use or disclose such PHI in any manner that would violate Subpart E of 45 C.F.R. Part 164, Privacy of Individually Identifiable Health Information, if done by Covered Entity, except for the specific Uses and disclosures set forth below.
 - 9.3.4 Use for Proper Management and Administration. Contractor may Use PHI for the proper management and administration of the Contractor or to carry out the legal responsibilities of the Contractor.
 - 9.3.5 Disclosure for Proper Management and Administration. Contractor may disclosure PHI for the proper management and administration of Contractor, subject to HCA approval, or to carry out the legal responsibilities of the Contractor, provided the disclosures are required by law, or Contractor obtains reasonable assurances from the person to whom the information is disclosed that the information will remain confidential and used or further disclosed only as required by law or for the purposes for which it was disclosed to the person, and the person notifies Contractor of any instances of which it is aware in which the confidentiality of the information has been Breached.
 - 9.3.6 Impermissible Use or Disclosure of PHI. Contractor must report to the HIPAA Point of Contact, in writing, all Uses or disclosures of PHI not provided for by this Contract within five (5) business days of becoming aware of the unauthorized Use or disclosure of PHI, including Breaches of unsecured PHI as required at 45 C.F.R. §

164.410, Notification by a Business Associate, as well as any Security Incident of which Contractor becomes aware. Upon request by SBHASO or HCA, Contractor will mitigate, to the extent practicable, any harmful effect resulting from the impermissible Use or disclosure.

- 9.3.7 Failure to Cure. If SBHASO learns of a pattern or practice of the Contractor that constitutes a violation of Contractor's obligations under the term of this Attachment and reasonable steps by the Contractor do not end the violation, SBHASO may terminate this Contract, if feasible. In addition, if Contractor learns of a pattern or practice of its Subcontractor(s) that constitutes a violation of Contractor's obligations under the terms of their contract and reasonable steps by the Contractor do not end the violation, Contractor must terminate the Subcontract, if feasible.
- 9.3.8 Termination for Cause. Contractor authorizes immediate termination of this Contract by SBHASO, if SBHASO determines Contractor has violated a material term of this Business Associate Agreement. SBHASO may, at its sole option, offer Contractor an opportunity to cure a violation of this Business Associate Agreement before exercising a termination for cause.
- 9.3.9 Consent to Audit. Contractor must give reasonable access to PHI, its internal practices, records, books, documents, electronic data, and/or all other business information received from, or created, received by Contractor on behalf of SBHASO or HCA, to the Secretary of the United States Department of Health and Human Services (DHHS) and/or to HCA for use in determining compliance with HIPAA privacy requirements.
- 9.3.10 Obligations of Business Associate upon Expiration or Termination. Upon expiration or termination of this Contract for any reason, with respect to PHI received from SBHASO or HCA, or created, maintained, or received by Contractor, or any Subcontractors, on behalf of SBHASO or HCA, Contractor must:
 - 9.3.10.1 Retain only that PHI which is necessary for Contractor to continue its proper management and administration or to carry out its legal responsibilities;
 - 9.3.10.2 Return to SBHASO or HCA or destroy the remaining PHI that the Contractor or any Subcontractors still maintain in any form;
 - 9.3.10.3 Continue to use appropriate safeguards and comply with Subpart C of 45 C.F.R. Part 164, Security Standards for Protection of Electronic Protected Health Information, with respect to

ePHI to prevent Use or disclosure of the PHI, other than as provided for in this Section, for as long as Contractor or any Subcontractor retains PHI;

9.3.10.4 Not Use or disclose the PHI retained by Contractor or any Subcontractors other than for the purposes for which such PHI was retained and subject to the same conditions set out in Section 9.3, Use and Disclosure of PHI, that applied prior to termination; and

9.3.10.5 Return to SBHASO or HCA or destroy the PHI retained by Contractor, or any Subcontractors, when it is no longer needed by Contractor for its proper management and administration or to carry out its legal responsibilities.

9.3.11 Survival. The obligations of Contractor under this Section will survive the termination or expiration of the Contract.

9.4 Individual Rights.

9.4.1 Accounting of Disclosures.

9.4.1.1 Contractor will document all disclosures, except those disclosures that are exempt under 45 C.F.R. § 164.528, of PHI and information related to such disclosures.

9.4.1.2 Within ten (10) business days of a request from SBHASO or HCA, Contractor will make available to HCA the information in Contractor's possession that is necessary for HCA to respond in a timely manner to a request for an accounting of disclosures of PHI by the Contractor. See 45 C.F.R. §§ 164.504(e)(2)(ii)(G) and 164.528(b)(1).

9.4.1.3 At the request of SBHASO or HCA, or in response to a request made directly to the Contractor by an Individual, Contractor will respond, in a timely manner and in accordance with HIPAA and the HIPAA Rules, to requests by Individuals for an accounting of disclosures of PHI.

9.4.1.4 Contractor record keeping procedures will be sufficient to respond to a request for an accounting under this section for the ten (10) years prior to the date on which the accounting was requested.

9.4.2 Access.

9.4.2.1 Contractor will make available PHI that it holds that is part of a Designated Record Set when requested by

HCA or the Individual as necessary to satisfy HCA's obligations under 45 C.F.R. § 164.524, Access of Individuals to Protected Health Information.

- 9.4.2.2 When the request is made by the Individual to the Contractor or if SBHASO or HCA ask the Contractor to respond to a request, the Contractor must comply with requirements in 45 C.F.R. § 164.524, Access of Individuals to Protected Health Information, on form, time and manner of access. When the request is made by HCA, the Contractor will provide the records to HCA within ten (10) business days.

9.4.3 Amendment.

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

- 9.4.3.2 Contractor will make any amendments to PHI in a Designated Record Set as directed by SBHASO or HCA or as necessary to satisfy SBHASO's and HCA's obligations under 45 C.F.R. § 164.526, Amendment of Protected Health Information.

- 9.5 Subcontracts and other Third Party Agreements. In accordance with 45 C.F.R. §§ 164.502(e)(1)(ii), 164.504(e)(1)(i), and 164.308(b)(2), Contractor must ensure that any agents, Subcontractors, independent contractors, or other third parties that create, receive, maintain, or transmit PHI on Contractor's behalf, enter into a written contract that contains the same terms, restrictions, requirements, and conditions as the HIPAA compliance provisions in this Contract with respect to such PHI. The same provisions must also be included in any contracts by a Contractor's Subcontractor with its own business associates as required by 45 C.F.R. §§ 164.314(a)(2)(b) and 164.504(e)(5).
- 9.6 Obligations. To the extent the Contractor is to carry out one or more of HCA's obligation(s) under Subpart E of 45 C.F.R. Part 164, Privacy of Individually Identifiable Health Information, Contractor must comply with all requirements that would apply to HCA in the performance of such obligation(s).
- 9.7 Liability. Within ten (10) business days, Contractor must notify the HIPAA Point of Contact of any complaint, enforcement or compliance action initiated by the Office for Civil Rights based on an allegation of violation of the HIPAA Rules and must inform HCA of the outcome of that action.

Contractor bears all responsibility for any penalties, fines or sanctions imposed against the Contractor for violations of the HIPAA Rules and for any imposed against its Subcontractors or agents for which it is found liable.

9.8 Miscellaneous Provisions.

9.8.1 Regulatory References. A reference in this Contract to a section in the HIPAA Rules means the section as in effect or amended.

9.8.2 Interpretation. Any ambiguity in this Exhibit will be interpreted to permit compliance with the HIPAA Rules.

10 Inspection

SBHASO and HCA reserve the right to monitor, audit, or investigate the use of Personal Information and PHI of Individuals collected, used, or acquired by Contractor during the terms of this Contract. All SBHASO and HCA representatives conducting onsite audits of Contractor agree to keep confidential any patient-identifiable information which may be reviewed during the course of any site visit or audit.

11 Indemnification

The Contractor must indemnify and hold SBHASO and HCA and its employees harmless from any damages related to the Contractor's or Subcontractor's unauthorized use or release of Personal Information or PHI of Individuals.

ATTACHMENT F: CERTIFICATION REGARDING LOBBYING

The undersigned certifies, to the best of his or her knowledge and believe, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Contractor Organization

Signature of Certifying Official

Date

**ATTACHMENT G: CERTIFICATION REGARDING DEBARMENT, SUSPENSION,
AND OTHER RESPONSIBILITY MATTERS** Primary Covered Transactions 45 CFR 76

1. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principles:
 - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency;
 - b. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connections with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statement, or receiving stolen property;
 - c. Are not presently indicted for or otherwise criminally or civilly charges by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph 1.b. of this certification; and
 - d. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
2. Where the prospective primary participants are unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

This Certification is executed by the person(s) signing below who warrant they have authority to execute this Certification.

CONTRACTOR:

Name:

Title:

Date: _____



AGENDA ITEM SUMMARY

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

3a
1/25/22

Department: Parks, Fair & Facilities

WORK SESSION ☒ **Meeting Date:** 01.18.2022

REGULAR AGENDA ☒ **Meeting Date:** 01.25.2022

Required originals approved and attached? ☒

Will be provided on:

Item summary:

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

Documents exempt from public disclosure attached: ☐

Executive summary:

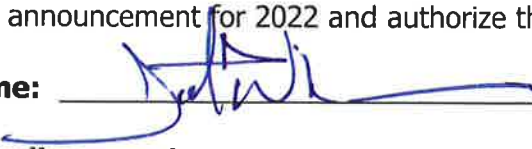
This is our annual Request for Qualifications (RFQ) and Letters of Interest for Professional Services for the year 2022.

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

None, with the exception of advertising.

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

I recommend the Board approve the RFQ announcement for 2022 and authorize the Chair to sign.

County Official signature & print name:  Joel G. Winborn

Name of Employee/Stakeholder attending meeting: Joel G. Winborn

Relevant Departments: Parks, Fair & Facilities

Date submitted: 01.12.2022

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

**REQUEST FOR QUALIFICATIONS (RFQ)
2022 ARCHITECTURE/ENGINEERING CONSULTING SERVICES**

**CLALLAM COUNTY
PARKS, FAIR & FACILITIES DEPARTMENT**

Clallam County is soliciting proposals from interested parties to provide Architectural, Engineering and other Professional Services to the Board of Clallam County Commissioners. Proposals will be received at until **10 a.m., Tuesday, February 22, 2022** at which time they will be opened publicly and read aloud.

The sealed proposals must be clearly marked on the outside of the envelope, **"Qualifications – 2022 Architecture/Engineering Consulting Services."** Address proposal to: Board of Clallam County Commissioners, 223 East 4th Street, Suite 4, Port Angeles, Washington 98362 or hand-deliver to 223 East 4th Street, Room 150, Port Angeles, Washington. Documents delivered to other offices and received late by the Commissioners' Office will not be considered nor will ones received by facsimile or e-mail. Submittals made in an incorrect format will not be considered.

An informational packet on proposal requirements may be obtained Monday through Friday, 8 a.m. to 4:30 p.m., from:

Clallam County Parks, Fair & Facilities Department
223 East 4th St., Suite 7
Port Angeles, WA 98362-3015
Attn: Joel G. Winborn, Director
PH: 360.417.2429
EMAIL: jwinborn@co.clallam.wa.us (preferred)

Professional services may include:

1. Architecture/Landscape Architecture/Miscellaneous: Building construction consisting of re-roofs; alterations/additions; New Construction; ADA improvements; facility signage improvements; floor covering; painting; parks and fairgrounds facility and grounds improvements; fairgrounds master planning; historic preservation; facility/park/site master planning; graphic design; facility safety and security assessments; feasibility studies and other associated work to be determined.
2. Engineering: Parking lot design; drainage and storm water design; water system improvements; septic systems, lift station and drain-field design; fire alarm and notification system upgrades; HVAC systems improvements and replacements; water system repairs and design, building access control, camera and security upgrades and design; structural analysis/design; surveying, parks and fairgrounds facility and grounds related improvement projects; environmental mitigation and permitting; utilities design; building energy analysis/assessment; feasibility studies and other associated work to be determined.
3. Environmental: NEPA/SEPA/EIS documentation; archeological/cultural resources surveys; environmental/geotechnical analysis and reports, hazardous materials surveys and underground fuel tank de-commissioning; wetland delineation and mitigation, shoreline assessment and permitting, and other associated work to be determined.

Clallam County hereby notifies all that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises as defined in Title VI of the Civil Rights Act of 1964 at 49 CFR Part 23 will be afforded full opportunity to submit proposals in response to this invitation and will not be discriminated against on the grounds of race, color, national origin, or sex in consideration for an award.

PASSED THIS _____ day of _____ 2022

ATTEST:

BOARD OF CLALLAM COUNTY COMMISSIONERS

Loni Gores, Clerk of the Board

Mark Ozias, Chair

c: Parks, Fair & Facilities

Publish: January 30th and February 6th, 2022
Bill: Parks, Fair & Facilities Department

**REQUEST FOR QUALIFICATIONS (RFQ)
2022 ARCHITECTURAL/ENGINEERING CONSULTING SERVICES**

**CLALLAM COUNTY
PARKS, FAIR & FACILITIES DEPARTMENT**

Introduction:

The Clallam County Parks, Fair & Facilities Department is inviting interested architecture, landscape architecture, Mechanical/Electrical/Civil Engineering, Surveying and Environmental, Forest Management and Geologic Consulting firms to submit their qualifications and Letters of Interest for consideration. Currently, there are several capital projects scheduled for 2022 that require professional assistance, many of which are time sensitive.

Consultant Tasks:

Working with County staff, the consultant will be responsible for the design, engineering, NEPA, SEPA, EIS (as required), planning, and construction management of capital improvement projects for up to a period of one year. Services are limited to those projects expected to be initiated and completed within one (1) year of the date a contract is signed with the consultant, but typically not beyond December 31, 2022. There are also unanticipated projects that arise throughout the course of the year in many different disciplines. There are instances when projects carry over and require an extension of the one (1) year agreement.

Fees for services are limited to those services to be performed as outlined in each agreement. The contract shall be limited to the services covered by the fee (see sample Personal Services Agreement attached). In general, consultant services may be needed for the following types of work:

- HVAC systems design, improvement and replacement
- Facility ADA Improvements (site, restroom, etc.)
- Facility Security and Safety Assessment
- Facility Security Camera and Access Control Improvements
- Electrical Engineering and Building Power Assessment
- Electric Vehicle Charging Stations
- Facility Painting
- Facility Re-Roof
- Historic Preservation
- Facility Structural Assessment and Design
- Storm Water design
- Bluff and Shoreline Assessment and Design
- Fairgrounds Master Planning
- Hazardous Materials Assessment(s)
- SEPA/NEPA/EIS
- Forestry Management
- Shoreline/bluff erosion
- In Water Piling Replacements
- Graphic Design Services for Promotional Brochures
- Other related construction/permitting/land projects, environmental documentation, or studies required to meet project requirements as directed by the County.

Qualification Statement Requirements and Relevant Information:

Consultants submitting qualifications should limit their submittal to only the information requested. Favorable consideration will not be given to submittals with sample plans, non-pertinent information on other accomplishments of the firm which have no direct bearing on these projects, resumes of individuals who will not be engaged in the work, or pages of other non-project related material. Submittals will be evaluated by the criteria listed below and should be organized and identified in the same order.

1. Briefly list and describe your firm's previous experience (relevant to your profession) in the design and construction of the tasks under "Consultant Tasks", listed above, over the last three (3) years. For each project listed, please include the following information:
 - a. Name, location and the date the work was completed.
 - b. Name and telephone number of person with whom your firm worked on the project.
 - c. Name of your Project Manager.
 - d. Brief description of the work performed.
 - e. Budget and final construction costs.
2. Provide the names of members of your firm and those of any proposed sub-consultants who would potentially be involved in the project. Please include the following information:
 - a. Individual's proposed role in the project.
 - b. A resume or brief description of the individual's previous experience as it relates to his/her role in this project(s).
 - c. For any proposed sub-consultants, indicate if your firm has worked with the sub-consultant on previous projects.
3. The proposal should include the following information:
 - a. Description of the kind of work that can be sub-contracted.
 - b. The estimated percentage of the kind of work identified as sub-contractible.
4. Briefly describe your firm's current workload and your ability to devote staff resources required to complete this project within a given time period.
5. Give evidence of completing similar work in a timely manner and within the original budget allowed for the work. Please include references or contacts.

Required Copies and Deadlines for Submission of Proposal:

The total package submittal should be no more than twelve (12) bound pages, including the cover page. Three (3) copies of your firm's proposal and supportive data are due by the Day and Time as listed on the original Request for Qualifications at the following address:

Board of Clallam County Commissioners
223 East 4th Street, Suite 4
Port Angeles, Washington 98362

Time for Completion:

Time for completion will be established by Clallam County and the Consultant for each project.

Selection Procedures:

Responses to this RFQ will be accepted from all qualified consulting firms or joint ventures and will be evaluated equally.

Review of the submitted qualifications will be by a selection committee made up of department personnel.

Selection will be based on the Consultant's ability to meet certain criteria including, but not limited to, that listed below; an analysis of the consultant's previous engineering, planning, design and construction management of Capital Projects with respect to quantity and quality; and the planning philosophy expressed during the interview if one is conducted. Specific criteria to be used for initial evaluation will include:

1. The composition of the proposed study team and the technical disciplines available to provide the variety of services required for projects of these types.
2. The experience of the consultant's project manager and other members of the proposed study team on other similar governmental projects.
3. The ability of the consultant both financially and in staffing to provide services for this project.
4. The ability of the consultant to begin work immediately and complete the projects in a timely manner.
5. Evaluation of comments received from referenced previous clients.
6. The ability of the consultant to follow submittal requirements.

General Contractual Policies:

The attached information is provided to prospective consultants as typical of certain current requirements for the County's Personal Services Agreement (PSA) (Consultant Contract). This information is provided so that each qualifying firm will know what the final consultant agreement will generally look like and what, if any, corresponding costs will be involved. By providing this information, it is not the intent to limit or in any way restrict the number of prospective consultant proposals.

Questions/Changes/Limitations on Liability:

If there are any questions with respect to this proposal package, please contact Joel G. Winborn at: email - jwinborn@co.clallam.wa.us (preferred) or phone at (360) 417-2429.

Attachment: Clallam County Personal Services Agreement (Sample)



AGENDA ITEM SUMMARY

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

Ha
1/25/22

Department: Treasurer

WORK SESSION ☒ Meeting Date: 1/18/22

REGULAR AGENDA ☒ Meeting Date: 1/25/22

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

Item summary:

- | | | |
|--|--|--------------------------------------|
| ☐ Call for Hearing | ☐ Contract/Agreement/MOU - Contract # | |
| ☒ Resolution | ☐ Proclamation | ☐ Budget Item |
| ☐ Draft Ordinance | ☐ Final Ordinance | ☐ Other |
- Documents exempt from public disclosure attached: ☐

Executive summary:

RCW 84.56.240 states: "If the county treasurer is unable, for the want of goods or chattels whereupon to levy, to collect by distress or otherwise, the taxes, or any part thereof, which may have been assessed upon the personal property of any person or corporation, or an executor or administrator, guardian, receiver, accounting officer, agent or factor, the treasurer shall file with the county legislative authority, on the first day of February following, a list of such taxes, with an affidavit of the treasurer or of the deputy treasurer entrusted with the collection of the taxes, stating that the treasurer had made diligent search and inquiry for goods and chattels wherewith to make such taxes, and was unable to make or collect the same. The county legislative authority shall cancel such taxes as the county legislative authority is satisfied cannot be collected."

As indicated in the attached affidavit, the Treasurer's office has diligently sought to collect the taxes reflected in the attached list.

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?** ☐

All these taxes were due in prior years and cancelling them does not impact the current year budget.

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

That the BOCC cancel the taxes reflected on the attached list.

County Official signature & print name: Teresa Marchi Teresa Marchi, Treasurer

Name of Employee/Stakeholder attending meeting: Jill Landes, Deputy Treasurer

Relevant Departments: Treasurer

Date submitted: January 12, 2022
~~11, 2023~~

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



Clallam County Treasurer's Office

Teresa Marchi, Treasurer

223 E 4th St, Suite 3

Port Angeles, WA 98362

Phone: (360) 417-2344 / Fax: (360) 417-2252

web_treasurer@co.clallam.wa.us

AFFIDAVIT OF UNCOLLECTIBLE PERSONAL PROPERTY TAXES

I hereby declare as follows:

1. I am the Deputy Treasurer entrusted with the collection of personal property taxes.
2. The Treasurer's office has made diligent search and inquiry for goods and chattels wherewith to make such personal property taxes as outlined in the attached list, consisting of the following:
 - The personal property which is the basis for the taxes cannot be located, and:
 - Multiple letters and notices were sent; and
 - The taxes were incurred by a corporate or limited liability entity, which is now inactive, or
 - The taxes were incurred by a sole proprietor, who cannot be located, or who has moved out of state, and/or who has no real property against which to attach a lien, or
 - The cost to collect is starting to exceed the amount owed.
3. Despite such diligent efforts, the Treasurer's office has been unable to make or collect the same.

I declare under penalty of perjury under the laws of the State of Washington that the foregoing is true and correct.

Dated January 11, 2022.


Jill Landes, Deputy Treasurer

January 2022

Clallam County Treasurer's Office requests that the following Personal Property Taxes be cancelled.

Year	Number	Name	Base Amount*	Taxing District	Type	Reason for Cancellation
Personal Property Accounts						
2020	85535	Certified Medical Supply Inc	\$ 28.60	10	COMM	out of business - multiple attempts to collect
2021	85535	Certified Medical Supply Inc	\$ 43.90	10	COMM	
2019	78492	Holly Companies Corp	\$ 1,030.47	20	COMM	out of business - multiple attempts to collect
2021	78492	Holly Companies Corp	\$ 930.03	20	COMM	
2021	70892	Fields Shotwell Corp	\$ 27.71	10	COMM	out of business- multiple attempts to collect
2021	70891	Jonathan Shotwell Corp	\$ 93.94	10	COMM	out of business - multiple attempts to collect
2020	15028	Portside Texaco	\$ 477.29	10	COMM	out of business - multiple attempts to collect
2021	15028	Portside Texaco	\$ 720.61	10	COMM	out of business - multiple attempts to collect
2021	47021	St George Enterprises LLC	\$ 31.03	102	COMM	out of business - multiple attempts to collect
2020	83930	Skunkworks	\$ 144.09	20	COMM	out of business - multiple attempts to collect
2021	83930	Skunkworks	\$ 103.21	20	COMM	out of business - multiple attempts to collect
2020	84835	Canoga Medical Supply inc	\$ 16.51	10	COMM	out of business - multiple attempts to collect
2021	84835	Canoga Medical Supply inc	\$ 15.80	10	COMM	out of business - multiple attempts to collect
2021	84296	First American Commercial Bancorp Inc	\$ 4.91	202	COMM	Too Small under \$ 500 next year
2021	85847	NLS Equipment Finance LLC	\$ 4.83	20	COMM	Too Small under \$500 next year
2020	78383	Far West Machine and Hydraulics	\$ 384.52	50	COMM	owner deceased -business dissolved unable to collect
2021	78383	Far West Machine and Hydraulics	\$ 368.83	50	COMM	owner deceased -business dissolved unable to collect
			\$4,426.28	Collection Fees, Penalty & Interest - NOT INCLUDED		



RESOLUTION _____, 2022

CANCELING UNCOLLECTIBLE PERSONAL PROPERTY TAXES

THE BOARD OF CLALLAM COUNTY COMMISSIONERS finds as follows:

1. Pursuant to the requirement of RCW 84.56.240, the Treasurer submitted a list of personal property taxes the Treasurer's Office has been unable to collect, together with an affidavit of the Deputy Treasurer outlining the diligent efforts that were made to collect the same.
2. Based on the information provided, the Board of County Commissioners is satisfied that the personal property taxes included in the submitted list cannot be collected.
3. The Board of County Commissioners is further satisfied that Treasurer Marchi is diligently and aggressively pursuing the collection of personal property taxes, and specifically finds that she is not willfully refusing or neglecting to collect personal property taxes.
4. Pursuant to RCW 84.56.240, the county legislative authority shall cancel such taxes as the county legislative authority is satisfied cannot be collected.

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

1. That Treasurer Marchi is diligently and aggressively pursuing the collection of personal property taxes.
2. That the personal property taxes outlined in the attached list is canceled as uncollectible.

PASSED AND ADOPTED this _____ day of _____ 2022

BOARD OF CLALLAM COUNTY COMMISSIONERS

Mark Ozias, Chair

ATTEST:

Randy Johnson

Loni Gores, Clerk of the Board

Bill Peach



AGENDA ITEM SUMMARY

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

50
1/25/22

Department: BOCC

WORK SESSION ☐ Meeting Date:

REGULAR AGENDA ☒ Meeting Date: 1/25/22

Item summary:

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

Executive summary:

Board of Clallam County Commissioner will consider adopting by Resolution the attached budget revisions on January 25, 2022.

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

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

NonDepartmental American Rescue Plan Act – Additional American Rescue Plan Act ARPA funding to be used for the purchase of body scanning security system/\$183,872

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

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

Name of Employee/Stakeholder attending meeting: Board of Commissioners

Relevant Departments: All Departments

Date submitted: January 3, 2022

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



BUDGET RESOLUTION _____, 2022

ADOPTING A BUDGET REVISION FOR THE DEPARTMENT/FUND LISTED BELOW

THE BOARD OF CLALLAM COUNTY COMMISSIONERS finds as follows:

1. Pursuant to RCW 36.40.100, the following facts create a need for the budget revision shown below:

NonDepartmental American Rescue Plan Act – Additional American Rescue Plan Act ARPA funding to be used for the purchase of body scanning security system/\$183,872

2. The Budget Director has verified the accounting method for the budget revision listed and approved them by numbering and initialing the attached Budget Change Form.

NOW, THEREFORE, THE BOARD OF CLALLAM COUNTY COMMISSIONERS hereby adopts the revision within the fund, department, or program budget shown above, and authorizes and directs the Treasurer to make the necessary transfer of funds in order to affect the Board's intent.

PASSED AND ADOPTED this 25th day of January 2022

BOARD OF CLALLAM COUNTY COMMISSIONERS

Mark Ozias, Chair

Randy Johnson

Bill Peach

ATTEST:

Loni Gores, CMC, Clerk of the Board

c: Budget Director
Treasurer
Affected Department(s)

CLALLAM COUNTY BUDGET CHANGE FORM



Date Submitted: 12/30/2021 ✓

Budget Hearing/Meeting Date: 1/25/2021 ✓

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

Budget Number xxxxx.xxx.	19961.291 ✓	Budget Name	NonDept – American Rescue Plan Act ✓
---------------------------------	-------------	--------------------	--------------------------------------

REVENUE/SOURCE

BUDGET NUMBER xxxxx.xxx.	DEPT NAME	BARS NUMBER xxxxx.xx.xxxx	ACCOUNT DESCRIPTION	AMOUNT
19961.291 ✓	NonDept – American Rescue Plan Act ✓	51420.49.0225 ✓	Unanticipated Services	183,872 ✓
Total				183,872 ✓

EXPENDITURES

BUDGET NUMBER xxxxx.xxx.	DEPT NAME	BARS NUMBER xxxxx.xx.xxxx	ACCOUNT DESCRIPTION	AMOUNT
19961.291 ✓	NonDept – American Rescue Plan Act ✓	59423.64.0837	Body Security Scanning System	183,872
Total				183,872 ✓

Revenue/Source and Expenditure totals must agree.

REASON FOR BUDGET ACTION:

Additional ARPA funding to be used for the purchase of Body Scanning Security System.

County Official Approval: _____

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

A handwritten signature in black ink, appearing to be "J. Cole", written over a horizontal line.



AGENDA ITEM SUMMARY

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

low
1/25/22

Department: Public Works/Road

WORK SESSION ☒ **Meeting Date:** 01/24/2022

REGULAR AGENDA ☒ **Meeting Date:** 01/25/2022

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

Item summary:

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

Documents exempt from public disclosure attached: ☐

Executive summary:

The County Engineer closed East Beach Road on January 7, 2022 between US 101 and the Log Cabin Road access road due to rock, mud, and other slide debris onto the road in the area of the 2020 forest fire in Olympic National Park. Due to the continued slope stability concerns, the County Engineer is recommending that this approximately 3.16 mile segment remain closed until it has been determined that the road is safe for public use. Accommodations will be made for access by private land owners, Agency contractors, and emergency vehicles. The Clallam County Public Works/Roads Department and Olympic National Park will continue to monitor slide and treefall activity.

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

None

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

That the Commissioners review, approve & sign this resolution.

County Official signature & print name: Mary Peterson for Joe Donisi

Name of Employee/Stakeholder attending meeting: Joe Donisi

Relevant Departments: Road Dept.

Date submitted: 01/19/2022

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

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

BOCCAgenda_East Beach Rd Closure (1-24-22)

Revised: 3-04-2019



CR RESOLUTION _____, 2022

DECLARING THE TEMPORARY CLOSURE OF EAST BEACH ROAD
ROAD NO. 92210

THE BOARD OF CLALLAM COUNTY COMMISSIONERS finds as follows:

1. The County Engineer closed East Beach Road on January 7, 2022 from its intersection with U.S. Hwy 101 (Milepost 0.00) and the Log Cabin Resort access road (approximately Milepost 3.16) due to rock, mud, and other slide debris onto the road in the area of the 2020 forest fire in Olympic National Park.
2. Due to continued slope stability concerns, the County Engineer is recommending that this approximately 3.16 mile segment of East Beach Road remain closed until it has been determined that the road is safe for public use.
3. Clallam County and Olympic National Park will continue to monitor slide and treefall activity.
4. Accommodations will be made for access by private land owners, Olympic National Park, and emergency vehicles.

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

1. That East Beach Road shall be closed completely to the public between milepost 0.00 and milepost 3.16 until such time as it is determined that the road is safe for public use.
2. That the private land owners, Olympic National Park, and emergency vehicles will still have access during this closure period.
3. That the Public Works Department post and publish notices as required by R.C.W. 47.48.020.

PASSED AND ADOPTED this _____ day of _____ 2022

BOARD OF CLALLAM COUNTY COMMISSIONERS

Mark Ozias, Chair

ATTEST:

Randy Johnson

Loni Gores, CMC, Clerk of the Board

Bill Peach

Please Publish: January 28, 2022

Please Bill: Clallam County Public Works/Road Department
223 East Fourth Street, Suite 6
Port Angeles, WA 98362-3000



CR RESOLUTION _____, 2022

DECLARING THE TEMPORARY CLOSURE OF EAST BEACH ROAD
ROAD NO. 92210

Updated Resolution
Document was submitted after the
agenda and packet were posted on
1/24/22 *Item 69*

THE BOARD OF CLALLAM COUNTY COMMISSIONERS finds as follows:

1. The County Engineer closed East Beach Road on January 7, 2022 from its intersection with U.S. Hwy 101 (Milepost 0.00) and the Log Cabin Resort access road (approximately Milepost 3.16) due to rock, mud, and other slide debris onto the road in the area of the 2020 forest fire in Olympic National Park.
2. Due to continued slope stability concerns, the County Engineer is recommending that this approximately 3.16 mile segment of East Beach Road remain closed until it has been determined that the road is safe for public use.
3. Clallam County and Olympic National Park will continue to monitor slide and treefall activity.
4. Accommodations will be made for access by private land owners, Olympic National Park, and emergency vehicles.

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

1. That East Beach Road shall be closed completely to the public between milepost 0.00 and milepost 3.16 until such time as it is determined that the road is safe for public use or until May 26, 2022, whichever comes first.
2. That the private land owners, Olympic National Park, and emergency vehicles will still have access during this closure period.
3. That the Public Works Department post and publish notices as required by R.C.W. 47.48.020.

PASSED AND ADOPTED this _____ day of _____ 2022

BOARD OF CLALLAM COUNTY COMMISSIONERS

Mark Ozias, Chair

Randy Johnson

ATTEST:

Loni Gores, CMC, Clerk of the Board

Bill Peach

Please Publish: January 28, 2022

Please Bill: Clallam County Public Works/Road Department
223 East Fourth Street, Suite 6
Port Angeles, WA 98362-3000



AGENDA ITEM SUMMARY

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

H1
1/25/22

Department: HR

PUBLIC HEARING ☒ **Meeting Date: January 25, 2021**

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:

State law requires that the county legislative authority fix the amount of some bonds for county officials. It is proposed that an ordinance be passed approving the bond amounts for county officials. A copy of the proposed ordinance is attached. The bond amounts included in the proposed ordinance are the bond amounts currently in place for county officials.

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?)

Following the Public Hearing, the Board should consider approval of the proposed ordinance.

County Official signature & print name: Elizabeth Stanley 

Name of Employee/Stakeholder attending meeting: Elizabeth Stanley, Tom Reyes

Relevant Departments: BOCC, HR/Risk

Date submitted: 1/19/2022

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

Ordinance _____

An ordinance adding a Chapter to Clallam County Code Title 3 – Administration/Personnel
Chapter 3.50 – Bonds for Officials

BE IT ORDAINED BY THE BOARD OF CLALLAM COUNTY COMMISSIONERS:

Section 3.50.010. Bond amounts for County Officials, is added to read as follows:

The following bonds amounts are established for elected officials of Clallam County:

- (1) Assessor's position bond to be fixed at one hundred thousand dollars. (RCW 36.16.050);
- (2) Auditor's position bond to be fixed at fifty thousand dollars. (RCW 36.16.050; RCW 42.24.180);
- (3) Clerk's bond to be fixed at an amount and sureties to be approved by the presiding judge over the court of which he or she is clerk and recorded in the office of the county auditor and filed in the office of the county treasurer. (RCW 36.16.050; RCW 36.16.060);
- (4) Coroner's position bond to be fixed at five thousand dollars. (RCW 36.16.050);
- (5) County Commissioners' position bonds to be fixed at twenty-two thousand five hundred dollars. (RCW 36.16.050);
- (6) District court judge, pro-tempore, court commissioners, district court clerks and court employees' position bonds to be fixed at twenty thousand dollars. (RCW 3.34.090; RCW 36.16.050);
- (7) Prosecuting attorney's position bond to be fixed at five thousand dollars. (RCW 36.16.050);
- (8) Sheriff's position bond to be fixed at fifty thousand dollars. (RCW 36.16.050);
- (9) Superior court reporters position bonds to be fixed at two thousand dollars. (RCW 2.32.180; RCW 36.16.050);
- (10) Treasurer's bond to be fixed at one hundred fifty thousand dollars and sureties to be approved by the board of county commissioners and filed and recorded in the office of the county clerk. (RCW 36.16.050);
- (11) Community Development Director's position bond to be fixed at twenty thousand dollars.
- (12) County Engineer's position bond to be fixed at twenty thousand dollars.

ADOPTED this _____ day of _____ 2022

BOARD OF CLALLAM COUNTY COMMISSIONERS

Mark Ozias, Chair

ATTEST:

Randy Johnson

Loni Gores, CMC, Clerk of the Board

Bill Peach



AGENDA ITEM SUMMARY

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

H2
1/25/22

Department: BOCC

WORK SESSION ☐ **Meeting Date:**

REGULAR AGENDA ☒ **Meeting Date: 1-25-22**

Item summary:

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

Executive summary:

City of Forks has submitted an application to request a grant from the Opportunity Fund in the amount of \$2,375,610 for the City of Forks Waste Water Treatment Facility.

On December 17, 2021 the Opportunity Fund Advisory Board (OFB) convened in accordance with Clallam County Code 5.40 to consider the application submitted by the City of Forks.

The Wastewater Treatment Facility (WWTF) for the City of Forks requires significant improvements and retrofits to prevent catastrophic failure. The improvements are required to ensure redundancy with key components, to increase capacity necessary to respond to development, and to prepare for expansion of the sewer district to businesses and neighborhoods with a high probability of failed septic systems.

The Clallam EDC deemed the application met all requirements to be considered by the OFB and deemed it eligible for funding according to CCC 5.40.041.

The Prosecuting Attorney's Office has reviewed the application.

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?** ☐
\$2,375,610 – Opportunity Fund

Recommended action: (Does the Board need to act? If so, what is the department's recommendation?)
Hold a hearing and request approval of a resolution.

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

Name of Employee/Stakeholder attending meeting: Board of Commissioners, Opportunity Fund Board – Alan Barnard, Clallam EDC – Colleen McAleer, Prosecuting Attorney's Office and Finance Department

Relevant Departments: Board of Commissioners, Prosecuting Attorney's Office, Finance Department

Date submitted: December 22, 2021

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

Opportunity Fund City of Forks Waste Water 1-25-22

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

Revised: 3-04-2019

PUBLIC HEARING

Proposed Grant from the Opportunity Fund for the
City of Forks Waste Water Treatment Facility

NOTICE: The Clallam County Board of Commissioners will conduct a public hearing on Tuesday, January 25, 2022 at 10:30 a.m., or as soon thereafter. The public hearing is to consider the Resolution listed above. The proposed Resolution is available on the County website <http://www.clallam.net/bocc/drafts.html>

****ATTENTION****

In response to the current pandemic, to promote social distancing, and in compliance with Governor's Proclamation and the recommendation of the Clallam County Health Officer, the Board of Commissioners meetings will be virtual only. The Board of Commissioners strongly encourages public comments to be submitted in writing.

This meeting can be viewed on a live stream at this link: <http://www.clallam.net/features/meetings.html>

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

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

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

In compliance with the Americans with Disabilities Act, reasonable accommodations are available upon request.

PROPONENT: Clallam County Board of Commissioners
223 East 4th Street, Suite 4, Port Angeles, WA 98362-3015
Telephone: 360.417.2256

FORMAL IDENTIFICATION: Public Hearing to consider a grant award to the City of Forks from the Opportunity Fund for the City of Forks Waste Water Treatment Facility.

Publish: January 14, 2022
Bill: Board of Commissioners

Loni Gores, CMC, Clerk of the Board



RESOLUTION _____, 2022

AUTHORIZING A GRANT FROM THE OPPORTUNITY FUND
TO THE CITY OF FORKS – WASTE WATER TREATMENT FACILITY

THE BOARD OF CLALLAM COUNTY COMMISSIONERS finds as follows:

1. The Opportunity Fund was authorized by the state legislature in 1997 to assist economically distressed rural counties by providing limited funding for publicly owned infrastructure projects that would lead to new job creation or retention of existing jobs.
2. The Clallam County Board of Commissioners adopted Ordinance 668 on June 1, 1999 creating the Opportunity Fund Program codified at Chapter 5.40.
3. Clallam County Code Chapter 5.40 describes the imposition of a sales or use tax, the administration and collection of the tax, and use of the proceeds. It also creates an Opportunity Fund Board and details its composition and responsibilities.
4. City of Forks submitted an application to the Opportunity Fund Board seeking a grant for the City of Forks Waste Water Treatment Facility
5. The Opportunity Fund Board met December 17, 2021 to review the application and voted to recommend approval of a grant of \$2,375,610 from the fund.
6. A Board of Clallam County Commissioners public hearing was conducted January 25, 2022.

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

1. A grant of \$2,375,610 is authorized from the Opportunity Fund to the City of Forks Waste Water Treatment Facility.
2. The Chair is authorized to execute the memorandum of understanding.

PASSED AND ADOPTED this 25th day of January 2022

BOARD OF CLALLAM COUNTY COMMISSIONERS

Mark Ozias, Chair

Randy Johnson

Bill Peach

ATTEST:

Loni Gores, CMC, Clerk of the Board

c: EDC/OFB
Finance Department
Treasurer's Office
Auditor's Office



Clallam County Economic Development Council

RECEIVED
CLALLAM CO. COMMISSIONERS

DEC 21 2021

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

MEMORANDUM FOR RECORD

TO: Clallam County Commissioners

CC: Clallam County Opportunity Fund Board Members
Mark Lane, Clallam County Chief Financial Officer
Colleen McAleer, Clallam County EDC Executive Director

FROM: Alan Barnard, Chairman of the Opportunity Fund Board

DATE: December 17, 2021

RE: Opportunity Fund Board Meeting – December 17, 2021 – City of Forks Waste Water Treatment Facility

On December 17, 2021 the Opportunity Fund Advisory Board convened in accordance with Clallam County Code 5.40 to consider an application from the City of Forks for a request in the amount of \$2,375,610 to fund retrofits to their Waste Water Treatment Facility (WWTF).

A link to the 1:45-minute publicly noticed meeting can be found at: <https://youtu.be/zjb-HXvRDf4>. An abridged version of the application made by the City of Forks is attached.

The outcome of the meeting was to forward the application from the City of Forks for approval. The following motion passed unanimously:

"The Opportunity Fund Board recommends to the Board of County Commissioners to approve a grant for the entire project in the amount of \$2,375,610 to support the City of Forks Waste Water Treatment Facility retrofits as presented."

The Clallam EDC deemed the application met all requirements to be considered by the Opportunity Fund Advisory Board and deemed it eligible for funding according to CCC 5.40.041.

The Clallam County Chief Financial Officer, Mark Lane, provided a thorough review of the fund's current balance, ongoing financial obligations and expected future balance given multiple scenarios (dependent on sales tax revenues and the outcome of legislation

potentially extending the program beyond 2032). CFO Lane confirmed the fund has the necessary funds to support the application request from the City of Forks.

Executive Director McAleer provided a thorough review of the City of Forks application (detailed cost breakdown can be found on page 7 of the application). She also provided an overview of likely future requests for the Opportunity Fund program. She covered prior approved uses and noted the City of Forks has never been the recipient of any Opportunity Funds, however the Quillayute Park and Recreation District which is in the city limits previously received a \$160,000 grant and a \$250,000 loan.

Board members posed in-depth inquiries to the applicant regarding loan options and whether pursuit of state or federal funding could be obtained especially in light of the large amount requested.

The City of Forks provided the following information:

- The City of Forks has already committed \$1,023,500 which represents 94.5% of the City's ARPA funds to the project.
- City staff reviewed the demographic information of the households served by the WWTF. Nearly one-third of the census tract falls below the Poverty Line according to the 2019 American Community Survey.
- The City sewer rates increase annually by CPI, but any loan repayment would increase rates by 36-40% based on low interest rates with a long-term repayment schedule. That increase would put an untenable burden on hundreds of Low to Moderate Income residents in the area served by the WWTF.
- The City staff reported the WWTF had not actually failed, therefore the necessary retrofits the City is pursuing that would offer redundancy for major components, did not meet the requirements for State Department of Health and Ecology grant programs.
- Due to the old age of the system and the high likelihood for failure in the next few years, a competitive grant program with an unknown outcome such as CDBG or new funding through the recently passed federal Infrastructure and Jobs Act, would not meet the timeline or certainty required for the critical community need.

Should you require any additional information please contact me.

Sincerely,



Alan Barnard
Chair, Clallam County Opportunity Fund Board



Clallam County Board of Commissioners
223 East Fourth Street, Suite 4
Port Angeles, WA 98362
360.417.2233

**OPPORTUNITY FUND
APPLICATION**

Date: November 24, 2021

Project Title: Forks Wastewater Treatment Facility Improvements

Applicant: City of Forks

Contact: Audrey Grafstrom, Clerk/Treasurer and Paul Hampton, Public Works Director

Address: 500 E Division Street

City, State, Zip: Forks, WA 98331

Phone Number: 360 374-5412

E-Mail Address: audreyg@forkswashington.org paulh@forkswashington.org

Authorized Signer/Position: Tim Fletcher, Mayor

OPPORTUNITY FUND PROGRAM

Application for Funding

ATTACH COPY OF PROJECT PROPOSAL

Amount of **Loan** Requested: \$_____

Amount of **Grant** Requested: \$2,375,610

Local **Match**: \$1,023,500 94.5% of City ARPA
Funds

Other Funding Sources: \$_____

Total Project Cost: \$3,399,110

Amount Raised To-date: \$1,023,500

Loan terms requested:

Requested Rate of Interest:

Total number of years for repayment: _____

Deferral period (# of years): _____

Type of payment schedule: Straight Line Amortization _____
Decreasing Payments _____
Increasing Payments _____
Other (please specify) _____

I. SITE/PROJECT INFORMATION

- A) Include a site map of the area. Identify the location of the site, and public infrastructure (existing and/or proposed).

A site map of the Wastewater Treatment Facility is included.

- B) Project cost breakdown:

See Project Proposal.

- C) Specifically, for what element(s) of the project are Opportunity Fund Program (OFP) dollars being requested?

See Project Proposal.

- D) Estimated schedule for project completion:

Estimated Completion Date:

Example:

Grant award		1/3/2022
Issue RFQ for engineering firm	30 days after grant award	2/2/2022
Contract with engineering firm	60 days after grant award	3/1/2022
Preparation of design plans and bid specifications	120 days after grant award	4/30/2022
Bid opening	150 days after grant award	5/30/2022
Sign construction contract	180 days after grant award	6/29/2022
Complete construction	420 days after grant award	2/24/2023
	(8 month construction contract)	

- E) What other jurisdictions are involved in the planning, design, financing, construction, operation or use of this project? (cities, counties, state/federal agencies, tribes, etc.):

None

- F) Will the applicant maintain the project. If not, who will be responsible for its maintenance?

Yes, the City of Forks is responsible for operation and maintenance.

II. PRIVATE SECTOR COMMITMENT/INVOLVEMENT

A) If applicable, identify private sector firm(s) and contact person(s) involved in the project:

- Firm: _____
- Contact: _____
- Telephone: _____
- Will it relocate to the project site: _____

B) Explain the private sectors involvement in the project. Why does the private sector require the proposed public infrastructure improvements?

The Forks Sewer District includes 126 commercial users, 160 low income apartment units, 127 trailers in six trailer courts predominately low to moderate income, and 257 single family residential units of mixed income levels.

Failure to address the necessary improvements to the Wastewater Treatment Facility could result in a catastrophic failure of the sewer system jeopardizing operation of the downtown core of businesses, the Forks Community Hospital, and the Quillayute Valley School District.

C) Type of jobs to be created/retained:

Using data from the Paycheck Protection Program, businesses within the Sewer District employ approximately 934 individuals. This is a conservative estimate of the number of jobs at businesses serviced by the WWTF, since not all businesses applied for PPP funds.

D) Projected annual gross payroll?

The estimated annual payroll of businesses within the Sewer District is conservatively \$47,195,449. This includes the Forks Community Hospital and the Quillayute Valley School District.

III. FINANCIAL INFORMATION ON APPLICANT

This section examines the general financial status of the applicant.

- A) Provide the most current annual financial report reviewed by the State Auditor. If the most current year is not representative of the past five years, please provide additional information or reports.

The City of Forks is normally on a two-year audit schedule, but since we exceeded the threshold for expenditures of federal funds in 2020 the SAO conducted a one-year Financial Statement and Federal Single Audit. The 2020 audit report is attached in addition to the 2018 – 2019 Financial Statement, Accountability, and Federal Single Audits.

- B) Identify funds (General Fund, Utility Fund, etc.) that will be eligible to repay an OFP loan. If any funds cannot be used to service OFP debt, please explain. If a particular fund or revenue source has been identified for repayment of the loan, please describe.

IV. DECLARATION

I HEREBY CERTIFY THAT THE INFORMATION GIVEN IN THIS APPLICATION TO THE OPPORTUNITY FUND BOARD IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

Signature of responsible official:



Print or Type Name and title: Tim Fletcher, Mayor

PROJECT PROPOSAL
CITY OF FORKS
WASTEWATER TREATMENT FACILITY IMPROVEMENTS

The Wastewater Treatment Facility (WWTF) for the City of Forks requires significant improvements and retrofits to prevent catastrophic failure. The improvements are required to ensure redundancy with key components, to increase capacity necessary to respond to development, and to prepare for expansion of the sewer district to businesses and neighborhoods with a high probability of failed septic systems.

The City of Forks constructed its original wastewater treatment facility and sewer collection system in 1986. Prior to construction of the WWTF, all homes and businesses in the area were served by individual septic systems. The facility was constructed with an aerated lagoon, secondary clarifier, return/waste activated sludge pumping station, effluent pumping station, and infiltration basin. A mechanical fine screen was installed in the headworks structure in 1997. In 2002, the City received an administrative order to cease land application of biosolids. The City quickly moved forward to install the FKC screw press, the first of its kind in the Nation. In doing so, the City expended \$600,000 for the project, which was nearly all of the sewer system capital reserve.

While the WWTF consistently receives Outstanding Performance Awards from the Department of Ecology (11 of the last 12 years), there is no redundancy for major components. Recent development in the sewer district (including new lodging establishments and high density low-income housing) has pushed the WWTF to capacity and potential in-fill of lots threaten to overwhelm its operation.

To address additional capacity, modifications are needed to the existing **FKC screw press**. The system modifications would include replacement of ancillary components including: sludge holding tanks, sludge feed pump, polymer system, flocculation tank, and boiler skid. The screw press would be relocated in the current building and the truck loading bay would be moved outside the building. Biosolids would be transported to the truck by conveyor. Forks City Council committed \$1,023,500 (94.5%) of the City's American Rescue Plan Act funds to completing the FKC screw press modifications.

The facility does not have redundant clarifier capacity, a requirement of Ecology's reliability standards. A new 35-foot-diameter clarifier (**Secondary Clarifier No. 2**) could be located to the south of the existing clarifier (Secondary Clarifier No. 1). Mixed liquor from the aerated lagoon could be split hydraulically in the existing splitter box, modified with weirs to provide an even distribution of flow to each clarifier when both are in service.

The **aerated lagoon** installed in 1986 is nearing the end of its anticipated life span and needs to be replaced. The lagoon is currently single lined. New Ecology standards require all wastewater impoundments (ponds/lagoons) to be double lined with leak detection or single lined with

groundwater monitoring. Both the aerator and mixer are original equipment and beyond the 20 to 25 year life span. In addition, there is no redundancy in case of failure.

A permanent on-site **generator** should be installed to provide power to all electrical systems in the plant during outages. A preliminary load study of the plant with recommended improvements results in the need for a 250-kW generator. The generator would be housed outside in a sound attenuating enclosure and include an automatic transfer switch.

Miscellaneous improvements needed at the WWTF include:

- Air-gap to provide physical separation of the City's potable water system and non-potable water system which is required by the Department of Health. The air-gap system would consist of a surge tank, inlet valve, centrifugal water pumps, and pneumatic pressure tank.
- Renovations to the laboratory and maintenance building (flooring and HVAC)
- Redundant return-activated sludge pump station
- Replacement pumps, retrieval system, and control panel for the Mill Creek pump station
- Submersible centrifugal pumps for in-plant pump station

Project Cost Breakdown:

Modifications to FKC screw press	\$ 919,500
Construction of secondary clarifier No. 2	\$ 914,500
Improvements to aerated lagoon	\$ 519,600
Installation of emergency generator	\$ 310,600
Miscellaneous improvements including:	
air-gap, RAS pump station, Mill Creek pump station	<u>\$ 425,900</u>
Engineer's estimate	\$3,090,100
Inflation from original estimates	<u>\$ 309,100</u>
Total project cost	\$3,399,110

The City has committed \$1,023,500 of its ARPA funds to the project, leaving a request of \$2,375,610 from the Opportunity Fund. This project is grouped into components. Each component may be completed individually or combined as one project.

Various funding sources have been explored such as Public Works Trust Fund, CERB, USDA Rural Development, etc. Most, if not all of these sources require a loan component that could not be serviced by user fees, even with a 5.5% increase set for January 1, 2022. (Rates automatically increase each year by CPI-U.) The City is not eligible for emergency funding since the WWTF has not failed and continues to receive DOE Outstanding Performance Awards.

The City of Forks Comprehensive Plan incorporates and references the Capital Improvement Plan as the guide in implementing the City's capital projects. The CIP lists these improvements to the WWTF as capital projects for the sewer system.



CLALLAM COUNTY
OPPORTUNITY FUND
PROJECTED SOURCES AND COMMITTED USES--2021-2049 (WITH ESTIMATED ADDITIONAL MAXIMUM ANNUAL DEBT SERVICE/GRANT CAPACITY)

****NOTE:** The projection below assumes the Opportunity Fund tax revenue sunsets in July 2032 and projection extends to 2048 to coincide with the maturity of the County's \$10 million Carlsborg Loan which matures in June 2048. Other assumptions include tax revenue annual increase of +20% in 2021 reflecting the strong retail sales recovery seen following the COVID recession, returning to growth of 4.5% after 2022 (historically has averaged 4-5%), interest rate on funds earned of .75% in 2021 and 2022 due to COVID impact on interest rates, returning to 1.8% thereafter and indirects grow at 3%. Current funding commitments to various EDC agencies assumed flat to 2021 original budget, but 2021 has been adjusted for EDC to reflect \$320k of additional funding in support of \$20k of 2020 costs that were not billed until 2021 and \$300k of admin costs related to the ARPA Lifeboat 3 Grant Program. Reflects the resulting estimated remaining funds in the Opportunity Fund to service all current and future commitments. The model below also estimates the maximum additional annual commitments (whether debt service or other grant commitments) that the Opportunity Fund has the estimated capacity to fund and still have sufficient cash to fully fund all current and projected commitments**

		PROJECTED SOURCES OF FUNDING				PROJECTED USES OF FUNDING												
		Normal 4.5%		2021 Higher Growth due to COVID Recovery 17.0%		DEBT SERVICE FUNDING COMMITMENTS						ONGOING SUPPORT/OTHER EXPENDITURES						
Year	Beginning Fund Balance	Tax Revenue (currently set to expire in July 2032)	Interest Income	Other Income (East UGA Sewer System Development Fees, LID 3rd Street Sewer Line Transfer)	TOTAL SOURCES	Carlsborg Sewer Loan (matures June 2048)	Dept of Commerce-- Skills Center Loan (matures Jan 2025)	Department of Ecology- -Clallam Bay Sekiu Sewer Projected Loan (20 Yr Loan--Estim Maturity Date-- 2041)	Clallam EDC	SBDC	NODC	Clallam Conservation District (removed as deemed not OF-Eligible)	Transfer to Carlsborg Sewer for Expansion	Indirects Charges from Clallam GF	Potential Funding of Other Future Debt Service/Grants	TOTAL USES	Net Sources/ (Uses)	Ending Fund Balance
2021	4,171,352	1,608,074	70,000	18,000	1,696,074	368,966	48,194		330,000	30,000	3,500	0	90,000	4,599	442,000	1,317,258	378,816	4,550,168
2022	4,550,168	1,505,437	35,674	18,000	1,559,111	368,103	48,194	114,074	100,000	30,000	3,500	0		4,806	442,000	1,110,677	448,434	4,998,602
2023	4,998,602	1,573,182	94,305	18,000	1,685,487	367,241	48,194	114,074	100,000	30,000	3,500	0		5,022	442,000	1,110,031	575,456	5,574,058
2024	5,574,058	1,643,975	105,306	18,000	1,767,281	366,379	48,194	114,074	100,000	30,000	3,500	0		5,248	442,000	1,109,395	657,886	6,231,944
2025	6,231,944	1,717,954	117,820	18,000	1,853,773	365,517	48,194	114,074	100,000	30,000	3,500	0		5,484	442,000	1,108,769	745,004	6,976,948
2026	6,976,948	1,795,262	132,365	18,000	1,945,626	364,655		114,074	100,000	30,000	3,500	0		5,731	442,000	1,059,960	885,666	7,862,614
2027	7,862,614	1,876,048	149,039	18,000	2,043,088	363,793		114,074	100,000	30,000	3,500	0		5,989	442,000	1,059,356	983,732	8,846,346
2028	8,846,346	1,960,471	167,512	18,000	2,145,982	362,931		114,074	100,000	30,000	3,500	0		6,259	442,000	1,058,764	1,087,219	9,933,564
2029	9,933,564	2,048,692	187,881	18,000	2,254,573	362,069		114,074	100,000	30,000	3,500	0		6,540	442,000	1,058,183	1,196,389	11,129,954
2030	11,129,954	2,140,883	210,251	18,000	2,369,134	361,207		114,074	100,000	30,000	3,500	0		6,835	442,000	1,057,615	1,311,518	12,441,472
2031	12,441,472	2,237,223	234,730	18,000	2,489,953	360,345		114,074	100,000	30,000	3,500	0		7,142	442,000	1,057,061	1,432,892	13,874,363
2032	13,874,363	1,221,785	251,388	18,000	1,491,173	359,483		114,074	100,000	30,000	3,500	0		7,464	442,000	1,056,520	434,653	14,309,016
2033	14,309,016		248,220	18,000	266,220	358,621		114,074	100,000	30,000	3,500	0		7,799	442,000	1,055,994	-789,774	13,519,243
2034	13,519,243		234,009	18,000	252,009	357,759		114,074	100,000	30,000	3,500	0		8,150	442,000	1,055,483	-803,474	12,715,769
2035	12,715,769		219,551	18,000	237,551	356,897		114,074	100,000	30,000	3,500	0		8,517	442,000	1,054,988	-817,437	11,898,332
2036	11,898,332		204,841	18,000	222,841	356,035		114,074	100,000	30,000	3,500	0		8,900	442,000	1,054,509	-831,667	11,066,665
2037	11,066,665		189,876	18,000	207,876	355,172		114,074	100,000	30,000	3,500	0		9,301	442,000	1,054,047	-846,172	10,220,493
2038	10,220,493		174,648	18,000	192,648	354,310		114,074	100,000	30,000	3,500	0		9,719	442,000	1,053,604	-860,955	9,359,538
2039	9,359,538		159,155	18,000	177,155	353,448		114,074	100,000	30,000	3,500	0		10,157	442,000	1,053,179	-876,024	8,483,514
2040	8,483,514		143,390	18,000	161,390	352,586		114,074	100,000	30,000	3,500	0		10,614	442,000	1,052,774	-891,384	7,592,130
2041	7,592,130		127,349	18,000	145,349	351,724		114,074	100,000	30,000	3,500	0		11,091	442,000	1,052,390	-907,041	6,685,089
2042	6,685,089		112,052	18,000	130,052	350,862			100,000	30,000	3,500	0		11,591	442,000	937,953	-807,901	5,877,188
2043	5,877,188		97,513	18,000	115,513	350,000			100,000	30,000	3,500	0		12,112	442,000	937,612	-822,099	5,055,089
2044	5,055,089		82,718	18,000	100,718	349,138			100,000	30,000	3,500	0		12,657	442,000	937,295	-836,577	4,218,512
2045	4,218,512		67,662	18,000	85,662	348,276			100,000	30,000	3,500	0		13,227	442,000	937,003	-851,340	3,367,171
2046	3,367,171		52,340	18,000	70,340	347,414			100,000	30,000	3,500	0		13,822	442,000	936,736	-866,395	2,500,776
2047	2,500,776		36,748	18,000	54,748	346,552			100,000	30,000	3,500	0		14,444	442,000	936,496	-881,748	1,619,028
2048	1,619,028		20,878	18,000	38,878	345,690			100,000	30,000	3,500	0		15,094	442,000	936,284	-897,406	721,622
2049	721,622		7,830	18,000	25,830				100,000	30,000	3,500	0		15,773	442,000	591,273	-565,443	156,179

CLALLAM COUNTY
OPPORTUNITY FUND
PROJECTED SOURCES AND COMMITTED USES--2021-2049 (WITH ESTIMATED ADDITIONAL MAXIMUM ANNUAL DEBT SERVICE/GRANT CAPACITY)

w/o forks application

****NOTE:** The projection below assumes the Opportunity Fund tax revenue sunsets in July 2032 and projection extends to 2048 to coincide with the maturity of the County's \$10 million Carlsborg Loan which matures in June 2048. Other assumptions include tax revenue annual increase of +20% in 2021 reflecting the strong retail sales recovery seen following the COVID recession, returning to growth of 4.5% after 2022 (historically has averaged 4-5%), interest rate on funds earned of .75% in 2021 and 2022 due to COVID impact on interest rates, returning to 1.8% thereafter and indirects grow at 3%. Current funding commitments to various EDC agencies assumed flat to 2021 original budget, but 2021 has been adjusted for EDC to reflect \$320k of additional funding in support of \$20k of 2020 costs that were not billed until 2021 and \$300k of admin costs related to the ARPA Lifeboat 3 Grant Program. Reflects the resulting estimated remaining funds in the Opportunity Fund to service all current and future commitments. The model below also estimates the maximum additional annual commitments (whether debt service or other grant commitments) that the Opportunity Fund has the estimated capacity to fund and still have sufficient cash to fully fund all current and projected commitments**

		PROJECTED SOURCES OF FUNDING				PROJECTED USES OF FUNDING													
		4.5%		1.8%		DEBT SERVICE FUNDING COMMITMENTS							ONGOING SUPPORT/OTHER EXPENDITURES						
		17.0%		0.8%															

CLALLAM COUNTY
OPPORTUNITY FUND
PROJECTED SOURCES AND COMMITTED USES--2021-2049 (INCLUDING PROFORMA EFFECT OF \$2.376M FORKS SEWER CONTRIBUTION, WITH ESTIMATED REMAINING MAXIMUM ANNUAL DEBT SERVICE/GRANT CAPACITY)

****NOTE:** The projection below assumes the Opportunity Fund tax revenue sunsets in July 2032 and projection extends to 2048 to coincide with the maturity of the County's \$10 million Carlsborg Loan which matures in June 2048. Other assumptions include tax revenue annual increase of +20% in 2021 reflecting the strong retail sales recovery seen following the COVID recession, returning to growth of 4.5% after 2022 (historically has averaged 4-5%), interest rate on funds earned of .75% in 2021 and 2022 due to COVID impact on interest rates, returning to 1.8% thereafter and indirects grow at 3%. Current funding commitments to various EDC agencies assumed flat to 2021 original budget, but 2021 has been adjusted for EDC to reflect \$250k of additional funding in support of \$20k of 2020 costs that were not billed until 2021 and \$230k of admin costs related to the ARPA Lifeboat 3 Grant Program. Reflects the resulting estimated remaining funds in the Opportunity Fund to service all current and future commitments. The model below also estimates the maximum additional annual commitments (whether debt service or other grant commitments) that the Opportunity Fund has the estimated capacity to fund and still have sufficient cash to fully fund all current and projected commitments**

PROJECTED SOURCES OF FUNDING					PROJECTED USES OF FUNDING														
Normal 2021 Higher Growth due to COVID Recovery					DEBT SERVICE FUNDING COMMITMENTS					ONGOING SUPPORT/OTHER EXPENDITURES									
4.5%1.8%																			
17.0%0.8%																			



AGENDA ITEM SUMMARY

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

1/25/22
Joint
meeting
11 am

Department: BOCC

WORK SESSION ☐ Meeting Date:

REGULAR AGENDA ☒ Meeting Date: 1-25-22 – at 11 a.m.

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 – discuss and finalize |

Documents exempt from public disclosure attached: ☐

Executive summary:

Discuss with Representative Kilmer on Tuesday, January 25, 2022 at 11:00 a.m.

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?)
Discuss with Representative Kilmer.

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: January 19, 2022

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

MEMORANDUM

Loni Gores
CLERK OF THE BOARD

January 24, 2022



Topics for joint meeting with Representative Kilmer and BOCC to be held Tuesday, January 25 at 11 am:

- Infrastructure Investment and Jobs Act – Opportunities for Clallam County
- Highway 112
- Relief Act Funds that support transportation – 605 American Relief Act – Commerce has not released guidance on how to use the funds.
- Status on Forest Service Road 29 and National Forest maintenance funding
- Funding coming from the Federal Government for childcare