



AGENDA
BOARD OF CLALLAM COUNTY COMMISSIONERS
223 East 4th Street Room 160
Port Angeles, Washington
Tuesday, January 23, 2024 – 10:00 a.m.

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

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

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

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

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

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 15

Approval of vouchers 

- 1b. Approval of minutes for the week of January 15

Approval of minutes 

REPORTS AND PRESENTATIONS

*** Recognizing Layton Bud Lund for 28 years of service to Clallam County**

CONTRACTS AND AGREEMENTS

- 2a. Agreement with Jefferson County Public Health Department for Nurse-Family partnership

Agreement 

- 2b. Agreement with Washington State Department of Military and U.S. Department of Homeland Security for Emergency Management Preparedness Grant

Agreement 

- 2c. Agreement with First Step Family Support Center for Developmental Disability Funds/\$88,782

Agreement 

- 2d. Agreement with Morningside for Developmental Disability Funds/\$38,175

Agreement 

- 2e. Agreement with Pierce, Jones & Associates LLC Developmental Disability Funds/\$44,647

Agreement 

- 2f. Agreement with Concerned Citizens Developmental Disability Funds/\$45,420

Agreement 

- 2g. Agreement with Concerned Citizens Developmental Disability Funds/\$24,188

Agreement 

- 2h. Agreement with Concerned Citizens Developmental Disability Funds/\$66,250

Agreement 

ADMINISTRATION

- 3a. Purchase order for CrowdStrike and Falcon security monitoring and mitigating application suite

Purchase order 

PUBLIC COMMENT ? Please limit comments to three minutes

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 22 - 26:

Monday, January 22:

9:00 a.m. Work Session

12:00 p.m. WSAC Virtual Update

Tuesday, January 23:

10:00 a.m. Board Meeting

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

Wednesday, January 24:

8:00 a.m. Coffee with Colleen

Friday, January 26:

12:00 p.m. WSAC Legislative 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.



1a
JAN 23 2024

Date of report: January 17, 2024

General	\$891,353.81
Other	\$689,461.21
Total	\$1,580,815.02

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 _____ 2024.

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

MIKE FRENCH, Chair

RANDY JOHNSON

MARK OZIAS

TODD MIELKE, County Administrator

Weekly Expenditures

January 15 - 19, 2024

Fund #	Department	Expenditures		Use Tax	
		General Fund	Other	General Fund	Other
00100.211	Assessor	42,870.20			
00100.221	Auditor	13,211.23			
00100.241/291/831	Commissioners (BOCC)	495,684.76			
19914.291	BOCC - Veterans Relief		4,198.67		
19925.291	BOCC - Hotel/Motel		1,000.00		
19991.291	BOCC - Emergency Communications		190,285.75		
00100.331-334	Dept. of Community Develop't (DCD)	6,386.19			
30301.331	DCD - Lower Dungeness Floodplain		58,182.99		
00100.871	District Court I	1,069.08			
00100.881	District Court II	10,231.82			
11301.511	Health & Human Services (HHS)		34,109.71		166.59
00100.511	HHS - Environmental Health	3,343.42			
00100.513	HHS - Admin	469.84			
11322.511	HHS - Homeless Task Force		47,736.97		
11323.511	HHS - Chem Dep/Mental Hlth		10,906.81		
11324.511	HHS - Affordable Housing		19,580.88		
11331.511	HHS - Developmental Disabilities		2,260.00		
00100.461	Human Resources (HR)	568.83			
50401.461	HR - Risk Management		37,169.45		
00100.411	Information Technology (IT)	1,689.00			
00100.851	Juvenile Services	2,956.40		12.02	
00100.911/912	Parks Fair Facilities (PFF)	28,558.86			
30201.911	PFF - REET 2 (Real Estate Excise Tax)		6,816.44		
00100.841-843	Prosecuting Attorney	71,406.28			
	Public Works (PW)				
10101.611	PW - Roads		17,604.59		
41401.611	PW - Clallam/Sekiu Sewer		3,084.95		
42401.611	PW - Carlsborg Sewer		3,036.16		
43401.611	PW - Bullman Beach Water System		308.90		
50301.611	PW - ER&R (Equip'l Rental & Revolving)		66,615.78		
00100.811-815,817	Sheriff	34,865.83		62.83	
00100.816	Sheriff - Jail Medical	9,655.06			
11008.811	Sheriff - OPNET Drug		967.81		
11061.811	Sheriff - 911 Enhanced		184,343.25		
11065.811	Sheriff - OPSCAN Operations		67.64		
11080.811	Sheriff - Inmate Commissary		713.37		
00100.861	Superior Court	110,335.00			
00100.231	Treasurer	115.43			
12201.231	Treasurer - O&M (Operation & Maintenance)		304.50		
00100.931	WSU Extension	57,861.73			
Total		891,278.96	689,294.62	74.85	166.59

VISA statement balance:

Statement date:

Report Reconciliation		Totals			
Total	1,580,573.58	General Fund	891,353.81		
Final Check Lists	1,580,573.58	Non-GF	689,461.21		
Difference	-	VISA charges	-		
		Total	1,580,815.02	Use Tax	241.44

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
1/23/2024	SMOKE WORKS	2890	nfurford	1,066.88	94.95	1,066.88
1/23/2024	SMOKE WORKS	3025	nfurford	804.95	71.64	804.95
1/23/2024	U S BANK	0097-Jan24	jkoon2	201.00	17.89	1,478.75
1/23/2024	U S BANK	6730-Jan24	jkoon2	36.00	3.20	644.41
1/23/2024	U S BANK	6236-Jan24	jkoon2	469.01	41.74	469.01
1/23/2024	U S BANK	3985	moliver1	135.00	12.02	135.00
Totals:				2,712.84	241.44	4,599.00

Assessor

Bank : apbank U S BANK

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
1/23/2024	0000947	MARSHALL & SWIFT, BOECH, M&S 2024 COMI	1134633	1/11/2024	MARSHALL & SWIFT COMME	745.91	745.91
1/23/2024	0001179	PACIFIC OFFICE EQUIPMENT	1133784	1/11/2024	PERSONAL PROPERTY LISTS	231.73	
			1133785	1/11/2024	CONTRACT OVERAGE CANO	130.86	
				1/11/2024	CONTRACT OVERAGE CANO	81.73	444.32
1/23/2024	0001641	VERIZON WIRELESS	9952514141	1/11/2024	DATA AND MOBILE PHONES F	1,137.04	1,137.04
1/23/2024	0001674	WACO	PR LEG CONF	1/11/2024	PAM REGISTRATION FOR LE	150.00	
			DC LEG CONF	1/11/2024	DAN REGISTRATION FOR LE	150.00	
			LK LEG CONF	1/11/2024	LORRIE REGISTRATION FOR	150.00	450.00
1/23/2024	0017746	IAAO	PAM IAAO	1/11/2024	IAAO MEMBERSHIP DUES PA	240.00	
			IAAO DAN	1/11/2024	IAAO MEMBERSHIP DUES DA	240.00	
			IAAO TINA	1/11/2024	IAAO MEMBERSHIP DUES TIN	240.00	
			IAAO LORRIE	1/11/2024	IAAO MEMBERSHIP DUES LO	240.00	960.00
1/23/2024	0029534	HARRIS GOVERN	TAMN00003711	1/11/2024	QRTLY MTC FOR PACS SOFT	14,113.27	
			TAMN00004176	1/11/2024	ANNUAL PACS MOBILE MTC	11,128.08	
			TAMN00004177	1/11/2024	ANNUAL CLOUD HOSTING FC	6,601.98	
			TACT00001261	1/11/2024	MATIX INTEGRATION	4,896.00	
			TAMN00004175	1/11/2024	MARSHAL AND SWIFT FOR P	2,393.60	39,132.93
Sub total for U S BANK:							42,870.20

0.*
1,580,572.58*+
4,198.67+
57,861.73+
419.93+
110,335.00+
216,692.49+
4,265.41+
9,655.06+
18,249.35+
66,615.78+
17,876.28+
53,530.00+
33,965.45+
2,956.40+
1,689.00+
7,195.10+
37,738.28+
118,407.63+
10,231.82+
1,069.08+
64,569.18+
686,970.51+
13,211.23+
42,870.20+
0.*

Auditor

Vendor Totals				
Vendor	Number of Invoices	Amount	Retained/Withheld Amount	Total
0000546 EXPRESS SERVICES, INC	1	447.12	0.00	447.12
0019068 K & H PRINTERS INC	1	3,251.17	0.00	3,251.17
0001179 PACIFIC OFFICE EQUIPMENT INC	4	143.76	0.00	143.76
0002515 RIGGS, SHOONA	2	384.68	0.00	384.68
0001632 U S POSTMASTER	1	7,000.00	0.00	7,000.00
0036103 WSACA	1	1,984.50	0.00	1,984.50
Grand Total:	10	13,211.23	0.00	13,211.23

Bank : apbank U S BANK

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
1/23/2024	0000368	CLALLAM PUBLIC DEFENDER	Pub Def 1/2024	1/10/2024	1ST QUARTER PAYMENT PEF	459,646.25	459,646.25
1/23/2024	0000382	CODE PUBLISHING COMPANY	GC10012786	1/10/2024	MUNICIPAL CODE, WEB PAGI	127.84	127.84
1/23/2024	0000842	IMAGINE IT FRAMED	30878	1/10/2024	GORALSKI 24 YRS	119.92	119.92
1/23/2024	0001040	NATIONAL ASSOC OF COUNT	20235906	1/10/2024	2024 MEMBERSHIP DUES	1,428.00	1,428.00
1/23/2024	0001149	OLYMPIC STATIONERS INC	97260	1/10/2024	SIGNATURE STAMP ATM	50.59	50.59
1/23/2024	0001252	PORT ANGELES, CITY OF	E911 December	1/10/2024	EMERGENCY COMMUNICATI	145,169.42	
			82843	1/10/2024	RADIO UPGRADE/CAD PAGIN	45,116.33	190,285.75
1/23/2024	0001547	SYSCO FOOD SERVICES OF	555365980	1/10/2024	HOLIDAY BREAKFAST	917.67	917.67
1/23/2024	0001632	U S POSTMASTER	Jury 12/18/2023	1/10/2024	1,000 SUMMONS @ .493	493.00	493.00
1/23/2024	0002447	GIBBS, GORDON	Gibbs Oct 2023	1/10/2024	BOE MTG 10/25/2023	77.29	77.29
1/23/2024	0002534	STATE AUDITOR'S OFFICE	L157856	1/10/2024	ANNUAL AUDIT FEE	2,011.17	2,011.17
1/23/2024	0004037	HARPER RIDGEVIEW CHAPEL	HRFC 12/18/202	1/10/2024	JOSHUA IAN MCCATHRIN	1,325.00	
			HRFC 12/18/202	1/10/2024	STEVE FORSELL	1,325.00	2,650.00
1/23/2024	0020849	U S BANK	Pen Awards 12/C	1/10/2024	GORALSKI	21.78	
			PenAwards 12/1	1/10/2024	BUD LUND	21.78	43.56
1/23/2024	0022451	BOTNEN, NIKKI	NB12/12/2023	1/10/2024	POSTAGE SHORTAGE REIMB	5.50	5.50
1/23/2024	0028923	FORKS CHAMBER OF COMME	2024-4347	1/10/2024	2024 MEMBER DUES	1,000.00	1,000.00
1/23/2024	0034029	GOES, ALANNA	LG 12/13/2023	1/10/2024	HOLIDAY BREAKFAST	16.05	16.05
1/23/2024	0039378	NORTH OLYMPIC PENINSULA	656	1/10/2024	2024 MEMBERSHIP DUES	25,000.00	25,000.00
1/23/2024	0045724	THOMAS GARVEY LAW PLLC	Jan-24	1/10/2024	DISTRICT COURT I CONFLIC	2,000.00	2,000.00
1/23/2024	0046342	NW LAW, PLLC	Jan-24	1/10/2024	DISTRICT COURT CONFLICT	1,000.00	1,000.00
1/23/2024	0046683	ODP BUSINESS SOLUTIONS	L344639391001	1/10/2024	DESK PAD, CALENDAR, FOL	97.92	97.92
Sub total for U S BANK:							686,970.51

DCD

Bank : apbank U S BANK

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
1/23/2024	0001670	WAASSOC OF BLDG OFFICIALS	45790	1/9/2024	2024 WABO TRAINING	1,120.00	
			14510	11/1/2023	2024 WABO DUES	205.00	1,325.00
1/23/2024	0001699	WA ST DEPT OF ECOLOGY	WC000001693	1/9/2024	G157 WA CONS CORP 12/18/23	6,693.40	6,693.40
1/23/2024	0020849	U S BANK	CE TRG V.COM	12/20/2023	CE 2024 AACE TRAINING LOD	477.26	
			BUDGET 12-20-	12/20/2023	CE 2024 AACE TRNG	359.36	
			LEITZ #83357	12/18/2023	G157 FENCING	283.48	
			AMZN.12-10-23	12/10/2023	ADMIN INK FOR PLOTTER	250.12	
			ICC 12-28-23	12/28/2023	CE TRAINING NEW EMPLOYEE	165.00	
			ALASKA CF	12/20/2023	CE TRAVEL	157.80	
			ALASKA AF	12/21/2023	CE TRAVEL	157.80	
			ALASKA CH	12/21/2023	CE TRAVEL	157.80	
			EVTBRITE 2024	12/19/2023	CE TRAINING NEW EMPLOYEE	135.23	
			EB 2024 TRG. C	12/19/2023	CE TRAINING NEW EMPLOYEE	135.23	
			EB.2024 TRNG	12/19/2023	CE TRAINING NEW EMPLOYEE	135.23	
			AMZN 12-10-23	12/10/2023	CURRENT PLANNING OPER/	76.73	
			ALASKA TH	12/21/2023	CE TRAVEL	68.90	
			D128 R#41232	12/20/2023	G145 TASK 1 SITE RENTAL	66.00	
			LIETZ #83385	12/19/2023	G157 FENCING MATERIALS	59.69	
			AMZN..12-12-23	12/12/2023	ADMIN OPERATING SUPPLIE	46.54	
			AMZN. 1-2-24	1/2/2024	ADMIN OPERATING SUPPLY	42.42	
			AMZN 1-3-23	1/3/2024	CE OPERATING SUPPLY	21.14	
			HOTEL.BKG 12-	12/8/2023	CE HOTEL BOOKING FEE	15.99	
			ORLEANS 2024	12/21/2023	CE CANCELLED TRAVEL COS	-767.68	
			HOTEL.2024	12/21/2023	CE CANCELED TRAVEL COST	-767.68	1,276.36
1/23/2024	0021923	FIRST RACE CAR WASH	511824	12/31/2023	DECEMBER 2023 PRO SERV	28.00	28.00
1/23/2024	0026563	MAHAN, REBECCA	MAHAN 1-8-202	1/8/2024	G157 MILEAGE DEC 2023 & J	94.33	94.33
1/23/2024	0028740	REBEKAH BROOKS CONTRA	332.22.002-011	1/10/2024	G133 PROFESSIONAL SERV	1,875.00	
			23-012	1/10/2024	G145 DECEMBER 18, 2023 ME	300.00	2,175.00
1/23/2024	0036994	SHANNON & WILSON INC	144046	1/3/2024	G157 AMD. 11 9/17/23 TO 12/1	51,052.09	51,052.09
1/23/2024	0049337	MILLER, STUART	REF 12-20-23	1/8/2024	REFUND LDV2023-00031	1,575.00	1,575.00
1/23/2024	0049338	HARRIS, VALERIE	REF 9-5-23	1/8/2024	REFUND LDV2023-00020	350.00	350.00
Sub total for U S BANK:							64,569.18

apChkLst
01/16/2024 9:38:05AM

Final Check List
CLALLAM COUNTY

District Court I

Page: 1

Bank : apbank U S BANK

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
1/23/2024	0003410	LEMAY MOBILE SHREDDING	4823330S185	1/1/2024	LEMAY SHREDDING	16.84	16.84
1/23/2024	0020849	U S BANK	usbankjan2024	1/9/2024	DMCMA 2024 MEMBERSHIP -	831.72	831.72
1/23/2024	0049334	CLIAWAIVED INC	99607	1/5/2024	CLIAWAVED - MENTAL HEAL	220.52	220.52
Sub total for U S BANK:							1,069.08

Bank : apbank U S BANK

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
1/23/2024	0000593	FORKS, CITY OF	2808	1/23/2024	FIRST QUARTER BUILDING R	8,414.54	8,414.54
1/23/2024	0000890	LANGUAGE LINE SERVICES, I	11189165	1/23/2024	SPANISH INTERPRETER	3.43	3.43
1/23/2024	0001179	PACIFIC OFFICE EQUIPMENT	1133782	1/23/2024	CANON IR1025 MAINTENANC	27.15	
			1133783	1/23/2024	CANON IRA4845 MAINTENAN	19.85	47.00
1/23/2024	0001641	VERIZON WIRELESS	9952601544	1/23/2024	PROBATION OFFICER CELL	54.53	54.53
1/23/2024	0002526	FREEMAN, MELISSA	5513064	1/23/2024	CLEANING SUPPLIES	18.94	18.94
1/23/2024	0003410	LEMAY MOBILE SHREDDING	4823318s185	1/23/2024	DECEMBER SHRED BIN TIP	16.84	16.84
1/23/2024	0019100	PLUMLEY, WILLIAM L	690853	1/23/2024	SPANISH INTERPRETER - GC	60.00	60.00
1/23/2024	0028923	FORKS CHAMBER OF COMME	2024-4215	1/23/2024	FORKS CHAMBER OF COMM	100.00	100.00
1/23/2024	0034473	DMCMA	2023-0311	1/23/2024	DMCMA 2024 DUES	250.00	250.00
1/23/2024	0039079	DMCJA, JDG JEFFREY D GOC	000021	1/23/2024	DMCJA 2024 DUES	600.00	600.00
1/23/2024	0042284	LUNDBERG, JAMES	082052	1/23/2024	JANITORIAL SERVICES 3/202	72.45	
			082055	1/23/2024	JANITORIAL SERVICES 6/202	72.45	
			082058	1/23/2024	JANITORIAL SERVICES 9/202	72.45	
			082050	1/23/2024	JANITORIAL SERVICES 1/202	57.96	
			082051	1/23/2024	JANITORIAL SERVICES 2/202	57.96	
			082053	1/23/2024	JANITORIAL SERVICES 4/202	57.96	
			082054	1/23/2024	JANITORIAL SERVICES 5/202	57.96	
			082057	1/23/2024	JANITORIAL SERVICES 8/202	57.96	
			082059	1/23/2024	JANITORIAL SERVICES 10/20	57.96	
			082060	1/23/2024	JANITORIAL SERVICES 11/20	57.96	
			082056	1/23/2024	JANITORIAL SERVICES 7/202	43.47	666.54
Sub total for U S BANK:							10,231.82

Bank : apbank U S BANK

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
1/23/2024	0000336	CLALLAM CONSERVATION DISTRICT	EPA23-PIC12	12/14/2023	WATER QUALITY - 11/2023 DC	1,372.46	1,372.46
1/23/2024	0000918	LINCOLN STREET STATION	LSSC 12-27-23	12/27/2023	ONSITE - MAILING NPBA APP	2.65	2.65
1/23/2024	0046683	ODP BUSINESS SOLUTIONS	L344543960001	11/29/2023	ONSITE - OFFICE SUPPLIES	96.75	
			346509424001	12/18/2023	ONSITE - OFFICE SUPPLIES	84.84	
			344548507001	11/29/2023	ONSITE - OFFICE SUPPLIES	35.89	
			346505943001	12/18/2023	WATER LAB - OFFICE SUPPL	31.54	
			346502175001	12/18/2023	WATER LAB - OFFICE SUPPL	22.52	
			346505944001	12/18/2023	WATER LAB - OFFICE SUPPL	9.78	281.32
1/23/2024	0049316	PACIFIC NW PRODUCTS LLC	PNW Reimb 12/	12/11/2023	ONSITE - OVERPAID NSF	40.00	40.00
1/23/2024	0001179	PACIFIC OFFICE EQUIPMENT	1133834	12/29/2023	ADMIN - COPIER 10272	139.45	
			1133839	12/29/2023	ONSITE - COPIER 10297	46.83	
			1133833	12/29/2023	WATER LAB - COPIER 9310	30.71	216.99
1/23/2024	0033217	RADIO PACIFIC, INC	23120176	12/31/2023	ONSITE - KONP RADIO SPOT	425.00	
			KONP 1-8-24	1/8/2024	ONSITE - EQUIPMENT RENT	155.00	580.00
1/23/2024	0021793	SMITH, GLENN	TS 1-4-24	1/4/2024	ONSITE - SEPTIC SYSTEM	850.00	850.00
1/23/2024	0046683	ODP BUSINESS SOLUTIONS	L346482803001	12/19/2023	HADM - DRAFTING CHAIR	195.83	
			346479375001	12/18/2023	HADM - BATTERIES, TAPE, PL	66.43	
			346482801001	12/18/2023	HADM - CORRECTION TAPE	14.64	276.90
1/23/2024	0039629	OPPELT, JENNIFER	JO BT 01-03-24	1/3/2024	HADM - BUSINESS MILEAGE	141.48	141.48
1/23/2024	0001179	PACIFIC OFFICE EQUIPMENT	1133838	12/29/2023	HADM - 2ND FLOOR EAST SII	30.20	
			1133837	12/29/2023	HADM - NAN'S PRINTER	21.26	51.46
1/23/2024	0003993	BAILEY SIGNS & GRAPHICS	3362	12/14/2023	HOPS - VEHICLE LOGO	163.20	163.20
1/23/2024	0048727	BURTON FLOORING INC	4525	12/22/2023	HOPS - OUTDOOR CARPET	984.89	984.89
1/23/2024	0000296	CENTURYLINK	CL 12-06-23	12/6/2023	HOPS - FORKS OFFICE PHON	310.06	310.06
1/23/2024	0022148	CENTURYLINK BUSINESS SE	668938862	12/24/2023	HOPS - FORKS OFFICE 1-800	8.25	8.25
1/23/2024	0048729	CLEVENGER, WILLIAM	HRHC 02-2024-	1/5/2024	HOPS - 1/2 LEASE PAYMENT I	1,750.00	1,750.00
1/23/2024	0000546	EXPRESS SERVICES, INC	30065177	12/13/2023	HOPS - EXTRA HELP	1,279.20	
			30093347	12/20/2023	HOPS - EXTRA HELP	1,279.20	
			30124552	12/27/2023	HOPS - EXTRA HELP	1,279.20	
			30029261	12/6/2023	HOPS - EXTRA HELP	1,095.32	4,932.92
1/23/2024	0000593	FORKS, CITY OF	CF 01-01-24	1/1/2024	HOPS - FORKS OFFICE UTILI	74.85	74.85
1/23/2024	0029280	GRAY, JOHN	HRHC 02-2024-	1/5/2024	HOPS - 1/2 LEASE PAYMENT I	1,750.00	1,750.00
1/23/2024	0042813	LAW, LISA	LL BT 12-15-23	12/15/2023	HOPS - BUSINESS MILEAGE	74.67	74.67
1/23/2024	0000918	LINCOLN STREET STATION	LSS 01-02-24	1/2/2024	HOPS - MAIL A MAXWELL PHC	17.34	17.34

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Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
1/23/2024	0048759	MAXWELL, ADRIENNE	5	12/1/2023	HOPS - WIC DIETICIAN - NOV	2,400.00	
			6	12/29/2023	HOPS - WIC DIETICIAN - DEC	1,980.00	4,380.00
1/23/2024	0016427	MCKESSON MEDICAL-SURGI	21438144	12/6/2023	HOPS - GLOVES, MASKS, GO	4,450.29	
			21462776	12/12/2023	HOPS - MASKS, GLOVES, EYI	3,204.50	
			21418938	12/1/2023	HOPS - GLOVES, MASKS, SAI	2,390.58	
			21502307	12/21/2023	HOPS - SHARPS CABINET	1,845.85	
			21418969	12/1/2023	HOPS - GLOVES, MASKS, EYI	1,112.17	
			21518523	12/27/2023	HOPS - HAND SANITIZER	1,035.99	
			21478885	12/15/2023	HOPS - LEAD TEST KIT	550.88	
			21431262	12/5/2023	HOPS - TRANSPORT VIRAL	72.31	14,662.57
1/23/2024	0046683	ODP BUSINESS SOLUTIONS	345465330001	12/18/2023	HOPS - FILE FOLDERS	86.82	
			346492572001	12/16/2023	HOPS - ENVELOPES, FILE SC	77.32	
			346488804001	12/18/2023	HOPS - PENS, TAPE, TISSUE	60.29	
			346470690001	12/16/2023	HOPS - CLEANER	15.80	
			346492574001	12/18/2023	HOPS - SQUARE MOUNT TAP	4.20	244.43
1/23/2024	0001179	PACIFIC OFFICE EQUIPMENT	1133840	12/29/2023	HOPS - PH 1ST FLOOR	32.66	
			1133801	12/29/2023	HOPS - PH 1ST FLOOR COLC	14.85	
			1133842	12/29/2023	HOPS - FORKS SINGLE COLC	4.48	
			1133841	12/29/2023	HOPS - FORKS COLOR	3.24	55.23
1/23/2024	0001252	PORT ANGELES, CITY OF	131171-89524 1	12/30/2023	HOPS - UTILITIES - HRHC	591.83	591.83
1/23/2024	0001300	PUBLIC UTILITY DISTRICT	20704 12-26-23	12/26/2023	HOPS - FORKS OFFICE UTILI	172.47	172.47
1/23/2024	0046988	RICHARDSON, SUMMER	SR BT 12-28-23	12/28/2023	HOPS - BUSINESS MILEAGE -	27.51	27.51
1/23/2024	0044929	SMARTSHEET INC	1609765	11/29/2023	HOPS - FINAL PAYMENT	403.76	403.76
1/23/2024	0048298	SMOKE WORKS	2890	11/16/2023	HOPS - BUBBLE PACK, SCRE	1,066.88	
			3025	12/8/2023	HOPS - TEST STRIPS	804.95	1,871.83
1/23/2024	0049218	SQUEAKY CLEAN SERVICES	317	1/1/2024	HOPS - JANITORIAL SERVICE	1,200.00	1,200.00
1/23/2024	0001508	STERICYCLE, INC	8005579926	12/15/2023	HOPS - SYRINGE DISPOSAL	53.37	53.37
1/23/2024	0044209	WARREN, KIM	KW BT 01-02-24	1/2/2024	HOPS - BUSINESS MILEAGE -	15.33	15.33
1/23/2024	0001767	WEST WASTE & RECYCLING	0000304501	12/31/2023	HOPS - GARBAGE COLLECTI	39.09	39.09
1/23/2024	0033201	WESTSIDE PIZZA	WP 12-29-23	12/29/2023	HOPS - SUPPORT GROUP SL	117.41	
			WP 01-05-24	1/5/2024	HOPS - SUPPORT GROUP SL	117.41	
			WP 12-22-23	12/22/2023	HOPS - SUPPORT GROUP SL	91.29	326.11
1/23/2024	0000723	HEALTHY FAMILIES OF CLALL	11322-23-HFCC	1/3/2024	HTF - SAFELY HOME PROJEC	5,138.24	5,138.24
1/23/2024	0032029	NORTH OLYMPIC REGIONAL,	11322-23-NORV	12/27/2023	HTF - SARGE'S PLACE - NOV	3,167.70	3,167.70
1/23/2024	0001127	OLYMPIC COMMUNITY ACTIO	11322-23-OLYC	12/21/2023	HTF - SEQUIM WARMING CEI	389.73	389.73

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1/23/2024	0001433	SERENITY HOUSE OF CLALLAM	11322-23-SHSA	12/28/2023	HTF - SHELTER FUNDING FO	35,449.14	
			11322-23-SHCM	1/28/2024	HTF - FAMILY SHELTER CASE	3,592.16	39,041.30
1/23/2024	0021279	KITSAP COUNTY HEALTH DIS	KPHD 12-6-23	12/6/2023	CD/MH - CD/MH SERVICES - I	83.25	83.25
1/23/2024	0000937	LUTHERAN COMMUNITY SER	113232223LCSN	12/18/2023	CD/MH - HEALTHY FAMILIES -	4,632.58	4,632.58
1/23/2024	0046310	OLYMPIC ANGELS	11323-22-23-TO	1/2/2024	CD/MH - DARE TO DREAM AN	3,502.98	3,502.98
1/23/2024	0001433	SERENITY HOUSE OF CLALLAM	113232223SHH/	12/28/2023	CD/MH - ADMINISTRATION OI	2,688.00	2,688.00
1/23/2024	0020442	HABITAT FOR HUMANITY, OF	11324-21-HFH 6	11/30/2023	AH - MALONEY HEIGHTS-RAI	14,358.42	14,358.42
1/23/2024	0000723	HEALTHY FAMILIES OF CLALLAM	11324-23-HFCC	1/3/2024	AH - EMERGENCY SHELTER	3,030.00	3,030.00
1/23/2024	0032029	NORTH OLYMPIC REGIONAL,	11324-23-NORV	12/27/2023	AH - UTILITIES & REMODELIN	2,192.46	2,192.46
1/23/2024	0000396	CONCERNED CITIZENS	CC SSD 12-23	1/3/2024	DDD - SSD - DECEMBER 2023	1,600.00	1,600.00
1/23/2024	0001685	W.I.S.E.	10276	12/31/2023	DDD - PROFESSIONAL SERVI	660.00	660.00
Sub total for U S BANK:							118,407.63

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1/23/2024	0001136	OLYMPIC MEDICAL CENTER	97120839970500	1/11/2024	97120839970500	1,034.00	
			97120838975000	1/11/2024	97120838975000	985.00	
			97120837000400	1/11/2024	97120837000400	985.00	
			97120837019200	1/11/2024	97120837019200	140.50	3,144.50
1/23/2024	0001680	WA COUNTIES RISK POOL	C23123113	1/11/2024	INV C23123113	22,106.64	
			C23123112	1/11/2024	INV C23123112	10,373.30	
			C23123114	1/11/2024	INV C23123114	700.21	33,180.15
1/23/2024	0020849	U S BANK	114-6989147-80	1/11/2024	114-6989147-8085043	167.66	
			87254092	1/11/2024	INV 87254092	163.20	
			68696	1/11/2024	INV 68696	145.00	
			33464938	1/11/2024	33464938	80.00	
			4823336S185	1/11/2024	4823336S185	47.52	
			320077381	1/11/2024	320077381	39.95	
			320077380	1/11/2024	320077380	35.95	
			320077379	1/11/2024	320077379	20.95	
			319681583	1/11/2024	319681583	19.95	
			E6SNXZEJVWP	1/11/2024	E6SNXZEJVWPH0CF1	13.00	733.18
1/23/2024	0025115	RADIA INC PS	5020827-QRAD	1/11/2024	ACCT 5020827-QRADA-RR	35.00	35.00
1/23/2024	0025324	CEDAR GROVE COUNSELING	16886	1/11/2024	INV 16886	600.00	600.00
1/23/2024	0049346	WAKEFIELD, DAVID	L0206875706	1/11/2024	DRIV ABS REIM - DW	15.00	
			L0206893161	1/11/2024	DRIV ABS REIM - DW	15.00	30.00
1/23/2024	0049347	TAYLOR, ALISA	DRIV ABS REIM	1/11/2024	DRIV ABS REIM AT	15.45	15.45
Sub total for U S BANK:							37,738.28

HR Payroll

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Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
	1/23/2024	0016373	WESTERN CONFERENCE OF,PENJAN24	1/9/2024	TEAMSTERS PENSION TRUS	7,195.10	7,195.10
Sub total for U S BANK:							7,195.10

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CLALLAM COUNTY

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1/23/2024	0020849	U S BANK	541890	1/10/2024	IT20240102 - PCLIQUIDATION	545.90	
			17797557371429	1/10/2024	IT20240110A	500.00	
			B1-416001505	1/10/2024	SHER20240110 - HUGHES NE	164.97	
			TEC231228-319	1/10/2024	IT20240101A - TECHSMITH, A	163.19	
			111-0420410-96	1/10/2024	IT20240101	148.50	
			11436301572453	1/10/2024	IT20231206A	112.25	
			1T236497Y2550	1/10/2024	IT20231211 - DUALMON RENE	99.00	
			11413315009974	1/10/2024	IT20231206B	63.98	
			111-2547605-24	1/10/2024	REFUND RETURN CREDIT	-108.79	1,689.00
					Sub total for U S BANK:		1,689.00

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Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
1/23/2024	0020849	U S BANK	122087	12/15/2023	DUES/MEMBERSHIPS	1,030.00	
			055808	12/13/2023	AWARDS AND RECOGNITION	350.00	
			2312272264263	12/27/2023	LICENSE RENEWAL-DOH	332.50	
			4868393	12/6/2023	LICENSE AND CERTIFICATION	302.50	
			031292	12/18/2023	DET FOOD & OFF SUP & MEC	233.15	
			118981	1/1/2024	SOFTWARE LICENSE-RELIAT	217.81	
			095107	1/2/2024	DET FOOD & OFFICE SUP -CO	158.56	
			3985	1/1/2024	SOFTWARE LICENSE-CASA M	135.00	
			10601036-13214	12/13/2023	DUES/MEMBERSHIPS	78.61	
			074625	1/2/2024	DET FOOD & MEDICAL SUP -A	51.70	
			092390	12/18/2023	DET FOOD	32.87	
			4823327S185	1/1/2024	PRO SVCS-LEMAY MOBILE SI	23.70	
			096229	12/6/2023	REGISTRATION-FOOD HANDI	10.00	2,956.40
Sub total for U S BANK:							2,956.40

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Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
1/23/2024	0000091	ANGELES MILLWORK & LUMB	345467	1/10/2024	CDJ KD CEDAR TRIM	112.27	
			345883	1/10/2024	CB TIMBER SCREWS IMPACT	78.69	
			345371	1/10/2024	CDJ 6X6 PRESSR TRTD	53.53	
			345304	1/10/2024	FG WIRE CNTR ELECT TAPE	29.21	
			345790	1/10/2024	JAIL ALLTHREAD HX NUT RES	22.64	
			345230	1/10/2024	FG BOLTS NUTS FOR HEATE	14.91	311.25
1/23/2024	0000094	ANGELES PLUMBING INC	37164	1/10/2024	SC LEAK REPAIR IN CRAWL S	562.25	562.25
1/23/2024	0000116	ASM SIGNS	10690	1/10/2024	CH MTHR LNG WHITE VINYL	29.95	29.95
1/23/2024	0000196	BILLS PLUMBING & SANIKAN	s3667108	1/10/2024	FWB SANIKNA	105.00	
			s3666908	1/11/2024	RH SANIKAN	100.00	205.00
1/23/2024	0000290	CED/STUSSER - SEATTLE	5948-1047794	1/10/2024	CB OCCUPANCY SENSOR	173.15	173.15
1/23/2024	0000427	CRESCENT WATER ASSOCIA	1507 12/23	1/11/2024	SC DEC WATER	56.25	56.25
1/23/2024	0000427	CRESCENT WATER ASSOCIA	1459 12/23	1/11/2024	FWB DEC WATER	55.00	55.00
1/23/2024	0000561	FERGUSON ENTERPRISES IN	2138029	1/10/2024	DRA PLST MTR BX PLTC WTF	180.68	180.68
1/23/2024	0000677	GRAINGER INC	9936974683	1/10/2024	CH SMOKE ALARMS	173.47	173.47
1/23/2024	0001036	MURREYS OLYMPIC DISPOS	A7921033s112	1/10/2024	SC DEC GARBAGE	2,491.74	
			7921714s112	1/10/2024	CH DEC RECYCLE	584.64	
			7922216s112	1/10/2024	SC DEC RECYCLE	277.40	
			7921020s112	1/10/2024	DRA DEC GARBAGE	192.53	
			7921791s112	1/10/2024	CH DEC RECYCLE	110.96	
			7922217s112	1/10/2024	DRA DEC REYCLE	83.92	3,741.19
1/23/2024	0001156	OLYPEN INC	240110-0015	1/10/2024	DRA DSL INTERNET	23.95	23.95
1/23/2024	0001179	PACIFIC OFFICE EQUIPMENT	1133824	1/10/2024	ADM FG PRINTER MAINTENA	271.74	
			1133800	1/10/2024	FG PRINTER MAINTENANCE	62.14	333.88
1/23/2024	0001187	PAPE MACHINERY INC	14683345	1/10/2024	CH MOWER BLADE	247.34	247.34
1/23/2024	0001198	PART WORKS INC, THE	inv101293	1/10/2024	CH STRIKE KPR LATCH SLIDE	87.75	87.75
1/23/2024	0001252	PORT ANGELES, CITY OF	82842	1/10/2024	2207FAC EVSE CHRGR STN 50	6,816.44	6,816.44

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Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
1/23/2024	0001252	PORT ANGELES, CITY OF	60327-152976 1:	1/11/2024	CIB WSU DEC UTIL & GARBA	1,105.47	
			60387-154282 1:	1/11/2024	FG DEC UTIL	968.88	
			60387-153006 1:	1/11/2024	FG DEC UTIL	736.23	
			60387-152998 1:	1/11/2024	FG DEC UTIL	511.86	
			60387-154442 1:	1/11/2024	FG DEC UTIL	458.52	
			60387-152668 1:	1/11/2024	FG DEC UTIL	337.67	
			60387-153004 1:	1/11/2024	FG DEC UTIL	325.77	
			60387-153008 1:	1/11/2024	FG DEC UTIL	265.95	
			60387-154714 1:	1/11/2024	FG DEC UTIL	258.44	
			60387-158232 1:	1/11/2024	FG DEC UTIL	88.93	
			60387-159546 1:	1/11/2024	FG DEC UTIL	88.07	
			60387-154634 1:	1/11/2024	FG DEC UTIL	36.45	
			60387-153000 1:	1/11/2024	FG DEC UTIL	36.45	5,218.69
1/23/2024	0001300	PUBLIC UTILITY DISTRICT	22216 12/23	1/11/2024	CDJ DEC ELECT	349.30	
			13424 12/23	1/11/2024	FWB DEC ELECT	50.34	399.64
1/23/2024	0001472	SOLMAR WATER SYSTEM, INC	RH 11-12/23	1/11/2024	RH NOV DEC WATER	64.28	64.28
1/23/2024	0001576	THURMAN SUPPLY	8842521	1/10/2024	CH BOILER WATER TANK SW	10.33	10.33
1/23/2024	0001577	TK ELEVATOR	3007676969	1/10/2024	CH ELEVATOR SERVICE MAIN	2,231.36	2,231.36
1/23/2024	0001641	VERIZON WIRELESS	9952514138	1/11/2024	ADM CH FG JUV CELL PHONE	312.06	312.06
1/23/2024	0001699	WA ST DEPT OF ECOLOGY	Dept of Ec 1.10.2	1/10/2024	CDJ WATER EXTENSION OF	50.00	50.00
1/23/2024	0001767	WEST WASTE & RECYCLING	304582	1/10/2024	CDJ CB LKPLSNT GARBAGE	215.48	215.48
1/23/2024	0004211	CENTURYLINK	36092835408201	1/10/2024	CDJ DEC PHONES	144.87	144.87
1/23/2024	0004211	CENTURYLINK	36068358474451	1/10/2024	DRA DEC PHONES	138.79	138.79
1/23/2024	0004211	CENTURYLINK	36092834415931	1/10/2024	SC DEC PHONES	76.32	76.32
1/23/2024	0019740	PENINSULA FIRE INC.	70800	1/10/2024	CH FIRE EXTING SERVE CAL	1,149.42	
			70799	1/10/2024	JUV FIRE EXTING SERV	395.98	
			70801	1/10/2024	CH FIRE EXTING SERV	228.43	1,773.83
1/23/2024	0020849	U S BANK	Amazon 7184201	1/10/2024	FG 2024 FAIR KIDS DAY SUPP	492.01	
			Viasat A5240667	1/10/2024	CDJ SATELLITE INTERNET	96.19	
			Viasat A5103094	1/10/2024	SC SATELLITE INTERNET	91.18	
			Amazon 612436	1/10/2024	FG CLEANING RAGS	35.89	715.27
1/23/2024	0032999	PLATT	4s27179	1/10/2024	FG WALL STAT FOR HEATER	88.25	88.25
1/23/2024	0033438	AHBL INC	142516	1/10/2024	CH PARKWAY IMPROVEMENT	270.00	270.00
1/23/2024	0035592	CAMPLIFE INC	17319002	1/10/2024	SC DRA ONLINE RESERV SYS	320.00	320.00
1/23/2024	0035842	CLALLAM CO PARKS CREDIT	worldpay Dec 20	1/10/2024	SC DRA DEC CC FEES	191.29	191.29

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1/23/2024	0036323	BUCK'S NORTHWEST LANDS	3122	1/10/2024	CH LANDSCAPE MAINTENAN	1,131.52	1,131.52
1/23/2024	0041605	HOME DEPOT PRO	783152366	1/10/2024	CH BTHRM CLNR MULTIFOLC	1,879.29	
			780515581	1/10/2024	CH BATH TISS MUTI FLD TWL	1,867.10	
			782905558	1/10/2024	CH LINER ACUDOR	320.40	4,066.79
1/23/2024	0041765	CALL LUKE LLC	3992	1/10/2024	JAIL KITCHEN RODENT SERV	554.88	
			4050	1/10/2024	CH OUTSIDE PERIM TRTMNT	202.37	
			4068	1/10/2024	CIB WSU OUTSIDE PERIMETI	119.79	
			4069	1/10/2024	JUV OUTSIDE PERIM TRTMN'	119.79	
			4049	1/10/2024	3RD ST OUTSIDE PERIM TR1	108.80	1,105.63
1/23/2024	0049082	BRADY BRADSHAW LLC -, AR224		1/10/2024	SC SEPTIC PUMP	2,443.50	2,443.50
Sub total for U S BANK:							33,965.45

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1/23/2024	0004037	HARPER RIDGEVIEW CHAPEL	02019	1/11/2024	11/03/2023 INVOICE	12,720.00	12,720.00
1/23/2024	0026122	KIESEL, ERIC L, MD, PHD	Kiesel12.30.23	1/11/2024	2023-CO-262, 2023-CO-274, 20	8,400.00	8,400.00
1/23/2024	0029872	SEQUIM VALLEY FUNERAL CH	02095	1/11/2024	12/07/2023 INVOICE	10,610.00	10,610.00
1/23/2024	0045696	THURSTON COUNTY CORONIC	CCC-12012023	1/11/2024	NOVEMBER 2023	1,300.00	1,300.00
1/23/2024	0045735	PACIFIC NW FORENSIC PATH	2023-CO-206	1/11/2024	WAELETER AUTOPSY	2,100.00	
			2023-CO-280	1/11/2024	LEAVITT AUTOPSY	2,100.00	
			2023-CO-290	1/11/2024	MURDOCK AUTOPSY	2,100.00	
			2023-CO-291	1/11/2024	ROGERS AUTOPSY	2,100.00	
			2023-CO-298	1/11/2024	JOHNSON AUTOPSY	2,100.00	
			2023-CO-299	1/11/2024	MCCATHRIN AUTOPSY	2,100.00	
			2023-CO-333	1/11/2024	BIRKLAND AUTOPSY	2,100.00	
			2023-CO-334	1/11/2024	CHAPMAN AUTOPSY	2,100.00	
			2023-CO-207	1/11/2024	HOPKINS AUTOPSY	1,200.00	18,000.00
1/23/2024	0047950	KITSAP COUNTY	Kitsap12.20.23	1/11/2024	AUTOPSY	2,500.00	2,500.00
Sub total for U S BANK:							53,530.00

Bank : apbank U S BANK

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
1/23/2024	0000546	EXPRESS SERVICES, INC	30124563	1/11/2024	EXPRESS	259.04	
			30093361	1/11/2024	EXPRESS	259.04	
			30065200	1/11/2024	EXPRESS	1,295.20	1,813.28
1/23/2024	0001149	OLYMPIC STATIONERS INC	97264	1/11/2024	NAME STAMP	50.59	50.59
1/23/2024	0001154	OLYMPIC VIEW PROPERTIES	OLYMPIC1/11/24	1/11/2024	1ST QUARTER LEASE PAYME	5,715.00	5,715.00
1/23/2024	0001179	PACIFIC OFFICE EQUIPMENT	1133827	1/11/2024	POE CONTRACT	148.37	
			1133828	1/11/2024	POE CONTRACT	170.52	
			1133829	1/11/2024	POE CONTRACT	80.09	
			1133830	1/11/2024	POE CONTRACT	45.55	
			1133548	1/11/2024	POE SERVICES	217.60	662.13
1/23/2024	0001252	PORT ANGELES, CITY OF	74359-155474 1	1/11/2024	74359-155474 UTILITIES	242.79	242.79
1/23/2024	0001641	VERIZON WIRELESS	9952514139	1/11/2024	VERIZON	997.38	997.38
1/23/2024	0001675	WA ASSOC OF PROSECUTIN	WAPA DUES 20	1/11/2024	2024 DUES	2,392.00	2,392.00
1/23/2024	0001693	WA STATE BAR ASSOCIATION	WSBA2024DUE	1/11/2024	2024 WSBA DUES	5,628.00	5,628.00
1/23/2024	0002296	COWLITZ COUNTY SHERIFF	COWLITZ1/11/2	1/11/2024	PROCESS SERVER FEE	40.00	40.00
1/23/2024	0047008	CINCOTTO, KARI	CINCOTTO1/11/	1/11/2024	MILEAGE REIMBURSEMENT	35.11	35.11
1/23/2024	0047010	HAMLIN, ROBERT	20236	1/11/2024	PROCESS SERVER FEE	300.00	300.00
Sub total for U S BANK:							17,876.28

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Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
1/23/2024	0000099	A-1 AUTO PARTS	1465367	12/27/2023	Air Filter, Clamp, Fuel Hoses - 1	78.96	
			1465306	12/27/2023	Valve Spring, Air Valve - SSQ 1	47.39	
			1465307	12/27/2023	Coil on Plug Boot - SQ 140	19.59	145.94
1/23/2024	0000729	HERMANN BROS. LOGGING	A1C1006132	1/5/2024	Peterbilt Windshield - PA 203	90.50	90.50
1/23/2024	0000772	INDUSTRIAL HYDRAULICS INC	A346254	1/5/2024	Mower Head Repair - PA 440	329.86	
			A346255	1/5/2024	Mower Head Piston Repair - PA	239.58	569.44
1/23/2024	0001036	MURREYS OLYMPIC DISPOSAL	A7921042S112	1/1/2024	Garbage Services - SQ	208.41	208.41
1/23/2024	0001187	PAPE MACHINERY INC	644894	1/8/2024	Repairs - PA FG117	5,395.33	5,395.33
1/23/2024	0001251	PORT ANGELES AUTO GLASS	S0073855	1/11/2024	Windshield - PA 20-SHERIFF, S	488.96	488.96
1/23/2024	0001255	PRICE FORD LINCOLN MERCI	S5051965	1/9/2024	Motor and Fan ASY -PA S347	220.24	
			5051848	12/27/2023	Valve Spring - PA 140	16.44	236.68
1/23/2024	0001300	PUBLIC UTILITY DISTRICT	22716/01032024	1/3/2024	Electric Utility, 384 Frontier - CE	146.37	146.37
1/23/2024	0001385	SAFETY-KLEEN CORP	92462250	9/1/2023	Solvent - PA	176.60	176.60
1/23/2024	0001405	LES SCHWAB TIRE CENTERS	38000838334-24	12/12/2023	Misc - PA	5,236.15	
			38100562387-24	12/4/2023	Tires - SQ 140	1,538.44	
			38000837926-24	12/11/2023	Tires - PA 16	990.78	
			38000837444-23	12/8/2023	Tires - PA 20-OPNET	954.29	
			38000842178	1/5/2024	Alignment and Repairs - PA MP	883.93	
			38000842184	1/5/2024	Tires - PA 736	556.89	
			38000842189	1/5/2024	Tires - PA 552	220.76	
			38000833943-24	11/18/2023	Return Credit - PA 200	-770.00	9,611.24
1/23/2024	0001551	TACOMA SCREW PRODUCTS	140091090-01	12/11/2023	Pipe Fittings - SQ	9.90	9.90
1/23/2024	0001714	WA ST DEPT OF NATURAL RE	0100173895/202	1/2/2024	Surface Mining Tax, Morse Cr -	2,000.00	
			0100173917/202	1/2/2024	Surface Mining Tax, Ranger Pit	2,000.00	4,000.00
1/23/2024	0003431	HI-TECH SECURITY, INC.	71402	1/2/2024	Alarm Monitoring - PA 20-B201	784.08	784.08
1/23/2024	0003724	ECOLUBE RECOVERY LLC	7982121423	12/13/2023	Used Oil Recovery - SQ	300.75	300.75
1/23/2024	0017663	ARAMARK UNIFORM SVCS IN	5120388855	1/9/2024	Laundry Services - PA	40.62	
			5120388841	1/9/2024	Laundry Services - WE	16.30	56.92

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Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
1/23/2024	0020849	U S BANK	1968-1789027	12/26/2023	Amzn:Amzn-Water Dispense - I	226.97	
			1968-067420	1/3/2024	Harbor Freight-Pressure Wash	206.90	
			7844-1129050	12/14/2023	Amzn:Amzn-Saw Blades - LC 2	117.94	
			8427-ISMA2024	12/6/2023	IMSA-Renewal Fees - PA	100.00	
			9221-11827620	12/13/2023	Amzn:HiWins- Cork Board - SQ	65.15	
			1968-8393825	12/28/2023	Amzn:A+-Static Cling Return - F	64.45	
			1968-25947385	12/14/2023	Rock Auto-Switchs - PA 20-SHE	58.21	
			7844-3621644	1/4/2024	Home Depot-Faucet Cover, Kit	55.58	
			9221-2613412	12/6/2023	Home Depot-Floor Mat - SQ 20	50.09	
			1968-7164267	12/5/2023	Amzn:VGEBE-Filters - SQ 20B	43.51	
			1968-5341864	12/29/2023	Amzn:Tolfun-Torch Head - PA	35.89	
			1968-4429001	12/27/2023	Amzn:Global Legends-Batteries	26.80	
			9221-8020587	12/20/2023	Hex Bolts - SQ 241	23.05	
			1968-2645023	12/14/2023	Amzn:Arc Solutions-Lens Cove	20.99	
			7330-803026	12/5/2023	DOL-Licensing Fees - PA 327	13.65	1,109.18
1/23/2024	0022435	RACE STREET AUTO PARTS	658601-24	1/8/2024	LED Fog Lamps - PA 1668	172.76	
			658405-24	1/5/2024	Window Regulator - PA S261	109.78	
			658743-24	1/9/2024	Oil Filters - PA Stores	92.48	
			657681-24	12/27/2023	V Belt - PA 20-FIPA	78.30	
			653626-24	11/15/2023	Connection Boxes - PA Stores	69.46	
			658586-24	1/8/2024	Wiper Blades - PA 180	47.89	
			658128-24	1/3/2024	License Kit - PA 202	31.46	
			658305-24	1/4/2024	Temperature Sensor - PA 105	25.40	
			658278-24	1/4/2024	WIndow Wipers - PA S261	21.74	
			658859-24	1/10/2024	Oil Filter - PA 101	15.92	
			657528-24	12/26/2023	Coil on Plug Boot - PA 140	9.63	674.82
1/23/2024	0040272	MATT'S TOOLS USA LLC	139520-24	1/9/2024	Nitrile Gloves - PA	43.56	43.56
1/23/2024	0042561	ALL BATTERY SALES & SERVI	22078813	1/9/2024	Batteries - PA Stores	492.70	492.70
1/23/2024	0042872	PROPANE NORTHWEST	1512247716	1/8/2024	Propane - SQ	464.23	464.23
1/23/2024	0043469	PETROCARD	0508289-IN	1/11/2024	Dyed Diesel - PA	11,045.00	
			0508071-IN	1/9/2024	Unleaded and Dyed Diesel - SC	10,862.26	
			0507837-IN	1/5/2024	Unleaded - CH	9,976.26	
			0508070-IN	1/9/2024	Unleaded - PA	7,931.41	39,814.93
1/23/2024	0045811	SYN-TECH SYSTEMS INC	277814	12/14/2023	Ltd Maintenance Plan - Fuel Sit	1,795.24	1,795.24

66,615.78

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Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
1/23/2024	0000091	ANGELES MILLWORK & LUMB	345699	1/5/2024	FIELD SUPPLIES - SURVEY	26.13	26.13
1/23/2024	0017663	ARAMARK UNIFORM SVCS IN	5120388854	1/9/2024	LAUNDRY SERVICE - PA	16.34	
			5120388842	1/9/2024	LAUNDRY SERVICE - LC	16.30	32.64
1/23/2024	0033811	BECK, ED	BECK CDL 0105	1/5/2024	CDL PHYSICAL REIMBURSEM	175.00	175.00
1/23/2024	0000196	BILLS PLUMBING & SANIKAN	IS3667161	1/15/2024	01.24 SQ SANIKAN RENTAL	100.00	100.00
1/23/2024	0000709	HARBOR SAW & SUPPLY	782388	1/11/2024	MAINTENANCE SUPPLIES - S	389.68	
			782389	1/11/2024	MAINTENANCE SUPPLIES - S	255.29	
			781280	1/4/2024	MAINTENANCE SUPPLIES - P	60.92	705.89
1/23/2024	0000772	INDUSTRIAL HYDRAULICS INC	A346073	12/15/2023	MAINTENANCE SUPPLIES - S	615.99	615.99
1/23/2024	0000885	LAKESIDE INDUSTRIES, INC	252391	10/31/2023	MAINTENANCE SUPPLIES - P	368.83	
			248874	9/28/2023	MAINTENANCE SUPPLIES - P	174.62	543.45
1/23/2024	0001148	OLYMPIC SPRINGS INC	260547-121823	12/18/2023	DRINKING WATER - SQ	9.72	9.72
1/23/2024	0001156	OLYPEN INC	240111-0011	1/11/2024	01/24~02/24 MLS, OLS	40.50	40.50
1/23/2024	0004438	PORT ANGELES ASSOC REAL	17729 2024 MO	1/1/2024	2024 DUES - MOORE	275.00	275.00
1/23/2024	0001253	PORT ANGELES SOLID WAST	1178015	12/26/2023	DUMP FEE - PA	308.43	
			1164605	10/18/2023	DUMP FEES - PA	246.35	
			1164644	10/18/2023	DUMP FEES - PA	77.59	
			1168762	11/7/2023	DUMP FEES - SQ	52.98	
			1164164	10/16/2023	DUMP FEES - SQ	29.10	
			1178118	12/26/2023	DUMP FEES - PA	29.10	
			1168629	11/6/2023	DUMP FEES - SQ	15.52	
			1165752	10/23/2023	DUMP FEES - SQ	13.58	
			1172627	11/27/2023	DUMP FEES - SQ	13.58	
			1175826	12/13/2023	DUMP FEE - PA	13.58	
			1176932	12/19/2023	DUMP FEE - SQ	10.00	809.81
1/23/2024	0028699	SOUND PUBLISHING INC	8120371	11/30/2023	11/30/23 LEGAL - 6 YR TIP HE	89.64	89.64
1/23/2024	0021386	STAPLES ADVANTAGE	3556558631	1/6/2024	OFFICE, UTILITY SHOP SUPP	92.68	92.68
1/23/2024	0004191	STEEBY, JAMES	STEEBY121323	12/13/2023	CDL PHYSICAL REIMBURSEM	175.00	175.00
1/23/2024	0001551	TACOMA SCREW PRODUCTS	100237808-00	12/29/2023	MAINTENANCE SUPPLIES - P	3,143.15	
			140096393-03	12/11/2023	MAINTENANCE SUPPLIES - P	56.48	3,199.63
1/23/2024	0036423	TEC EQUIPMENT INC	799725K	1/8/2024	MAINTENANCE SUPPLIES - P	263.45	263.45

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Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
	1/23/2024	0020849	U S BANK				
			9221-969147	12/8/2023	COASTAL - SQ MAINT SUPPL	767.69	
			3953-420051	12/20/2023	KNOX - LOCKS FOR TOWNE	478.72	
			9221-971717	12/14/2023	COASTAL - SQ MAINT SUPPL	359.35	
			3953-0791-0124	12/6/2023	CENTURYLINK - 300510791	353.60	
			3953-7894584S	12/30/2023	MURREY'S - DPRA GARBAGE	260.04	
			9221-96919501	12/8/2023	COASTAL - SQ MAINT SUPPL	255.89	
			3953-LSAW1342	12/28/2023	LSAW - LINDORFER MEMBER	245.00	
			9221-971365	12/13/2023	COASTAL - SQ MAINT SUPPL	185.12	
			3953-1356-0124	12/6/2023	CENTURYLINK - 300561356	134.98	
			7330-147704716	12/12/2023	ORCAA - BURN PERMIT	133.00	
			3953-8813826-1	12/21/2023	AMAZON - ENGINEER SUPPL	121.32	
			7844-4026073	12/14/2023	HOME DEPOT - OFFICE SUPP	113.38	
			9221-970512	12/11/2023	COASTAL - SQ MAINT SUPPL	106.17	
			9221-085385	12/7/2023	HARBOR FREIGHT - SQ MAIN	103.31	
			3953-LSAW1173	12/28/2023	LSAW - GILLELAND MEMBER	90.00	
			3953-LSAW1623	12/28/2023	LSAW - SPARKS MEMBERSHI	90.00	
			9221-5510249	12/13/2023	HOME DEPOT - SQ MAINT SU	54.20	
			9221-0388260	1/5/2024	AMAZON - SQ MAINT SUPPLI	46.42	
			9221-8141845	12/6/2023	AMAZON - SQ MAINT SUPPLI	43.42	
			3953-1670653	12/25/2023	WCI*SHRED - DOCUMENT DE	31.68	
			9221-2613398	12/6/2023	HOME DEPOT - SQ MAINT SU	29.26	
			3953-42208997	12/6/2023	GOOD TO GO - SQ MAINT TR	19.50	
			3953-4061856	12/21/2023	AMAZON - ENGINEER SUPPL	17.78	
			3953-PRIME-012	1/5/2024	AMAZON PRIME - SHIPPING S	16.32	
			1968-PRIME-012	12/8/2023	AMAZON PRIME - SHIPPING S	16.31	
			3953-8813826-2	12/21/2023	AMAZON - ENGINEER SUPPL	10.86	
			3953-427697082	1/2/2024	GOOD TO GO - PA MAINT TR	6.50	4,089.82
	1/23/2024	0001614	UNITED STATES DOSIMETRY 04965	12/30/2023	2023 Q4 WHOLE BODY BADG	247.18	
			04824	12/31/2023	2023 Q4 INDIVIDUAL REPORT	43.27	290.45
	1/23/2024	0001635	UTILITIES UNDERGROUND LC3120250	12/31/2023	12/23 EXCAVATION NOTIFICA	162.54	162.54
	1/23/2024	0016373	WESTERN CONFERENCE OF, 1223TEAMPENS	12/31/2023	12/23 TEAMSTER PENSION (E	122.00	122.00
	1/23/2024	0001058	NCL OF WISCONSIN INC 497279	12/21/2023	MAINTENANCE SUPPLIES - V	822.86	822.86
	1/23/2024	0001300	PUBLIC UTILITY DISTRICT 22718-010324	1/3/2024	11/29/23~12/28/23 410 FRONT	900.87	
			22602-010324	1/3/2024	11/29/23~12/28/23 BOGACHIE	254.78	1,155.65
	1/23/2024	0001540	SWAIN'S GENERAL STORE IN 321989	1/4/2024	MAINTENANCE SUPPLIES - V	269.79	269.79

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Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
1/23/2024	0020849	U S BANK	3953-063313	12/7/2023	EVRGRN RURAL WATER - ME	480.00	
			3953-1116-0124	12/6/2023	CENTURYLINK - 300561116	245.11	
			8199-052748	12/12/2023	USPS - POSTAGE	77.30	
			8199-081793	12/6/2023	USPS - POSTAGE	17.12	
			8199-039716	1/5/2024	USPS - POSTAGE	8.56	
			8199-042126	12/15/2023	USPS - POSTAGE	8.56	836.65
1/23/2024	0001426	SEQUIM, CITY OF	C23-12	1/5/2024	12/23 MONTHLY MAINTENANCE	3,036.16	3,036.16
1/23/2024	0020849	U S BANK	3953-965579	12/6/2023	WA DPT OF HEALTH - BBWA I	302.40	
			3953-231206	12/6/2023	WA DPT OF HEALTH - BBWA I	6.50	308.90
Sub total for U S BANK:							18,249.35

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Final Check List
CLALLAM COUNTY

Sheniff Jail Med Page: 1

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Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
1/23/2024	0000815	JIM'S PHARMACY	011042-12.25.23	12/26/2023	INMATE MEDICINE	3,771.77	3,771.77
1/23/2024	0001136	OLYMPIC MEDICAL CENTER	OMC-1.11.24	1/11/2024	INMATE MEDICAL	1,078.53	1,078.53
1/23/2024	0001209	PENINSULA BEHAVIORAL HEA	Dec-23	12/31/2023	INMATE MEDICAL	525.00	525.00
1/23/2024	0004826	OLYMPIC MEDICAL PHYSICIAI	71232552690	11/26/2023	INMATE MEDICAL	85.56	
			71232552700	11/27/2023	INMATE MEDICAL	51.95	137.51
1/23/2024	0017535	COST LESS SENIOR SERVICE	18765-Dec 23	1/11/2024	INMATE MEDICINE 12/1/23-12	4,142.25	4,142.25
Sub total for U S BANK:							9,655.06

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Final Check List
CLALLAM COUNTY

Sheniff (1)

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Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
	1/23/2024	0020849	U S BANK				
			0097-Jan24	1/8/2024	GD2GO,DOLLR TREE,PAPRD	1,478.75	
			8739-Jan24	1/8/2024	TOTAL WIRELESS, JL DARLIN	1,087.14	
			6730-Jan24	1/8/2024	AMAZON, BADGE & WALLET,	644.41	
			6236-Jan24	1/8/2024	NATIONAL SIGNAL, SELECT 1	469.01	
			7275-Jan24	1/8/2024	COEUR D'ALENE	234.45	
			0037-Jan24	1/8/2024	GLOBALSTAR, AMAZON	232.56	
			6528-Jan24	1/8/2024	PENINSULA AWARDS	86.52	
			7400-Jan24	1/8/2024	SIMPLISAFE	32.57	4,265.41
Sub total for U S BANK:							4,265.41

Sheriff (2)

Vendor Totals

Vendor	Number of Invoices	Amount	Retained/Withheld Amount	Total
0000179 BEERS, RICHARD B	1	545.00	0.00	545.00
0004211 CENTURYLINK	1	65.00	0.00	65.00
0017787 DAIRY FRESH FARMS INC	4	1,256.88	0.00	1,256.88
0000551 FAMILY SHOE STORE INC	1	190.36	0.00	190.36
0021923 FIRST RACE CAR WASH	1	78.00	0.00	78.00
0043498 FIRST RESPONDER OUTFITTERS INC	1	572.83	0.00	572.83
0000593 FORKS, CITY OF	1	1,211.20	0.00	1,211.20
0000608 FRANZ FAMILY BAKERIES	7	1,322.54	0.00	1,322.54
0000628 GALLS LLC	3	408.03	0.00	408.03
0020862 GERMAN, NANCY	1	2,388.15	0.00	2,388.15
0047517 GREGOIRE, KATHI	1	278.77	0.00	278.77
0000859 KITSAP COUNTY SHERIFF	1	324.38	0.00	324.38
0003410 LEMAY MOBILE SHREDDING	1	64.36	0.00	64.36
0000008 LEXIS NEXIS RISK MGMT INC	1	54.40	0.00	54.40
0000918 LINCOLN STREET STATION	1	125.93	0.00	125.93
0046683 ODP BUSINESS SOLUTIONS LLC	1	34.79	0.00	34.79
0001179 PACIFIC OFFICE EQUIPMENT INC	13	1,292.03	0.00	1,292.03
0019100 PLUMLEY, WILLIAM L	1	435.98	0.00	435.98
0001252 PORT ANGELES, CITY OF	2	184,406.78	0.00	184,406.78
0046390 PUBLIC SAFETY SOFTWARE GROUP	1	1,650.00	0.00	1,650.00
0001300 PUBLIC UTILITY DISTRICT	3	260.29	0.00	260.29
0024819 QUILEUTE TRIBE	1	1,200.00	0.00	1,200.00

Vendor Totals

Vendor	Number of Invoices	Amount	Retained/Withheld Amount	Total
0001426 SEQUIM, CITY OF	1	1,100.00	0.00	1,100.00
0021386 STAPLES ADVANTAGE	1	1,172.41	0.00	1,172.41
0001543 SWANSONS SERVICES CORP.	1	31.00	0.00	31.00
0001547 SYSCO FOOD SERVICES OF SEATTLE	7	6,417.21	0.00	6,417.21
0006886 SYSTEMS FOR PUBLIC SAFETY INC	1	3,213.01	0.00	3,213.01
0001641 VERIZON WIRELESS	1	677.95	0.00	677.95
0001677 WA ASSOC OF SHERIFFS & POLICE, CHIEFS	2	4,500.00	0.00	4,500.00
0001697 WA ST CRIMINAL JUSTICE	1	600.00	0.00	600.00
0020818 WATAI - WA ASSN OF TECHNICAL, ACCIDENT INVESTIGATC	1	60.00	0.00	60.00
0000268 WAVE BUSINESS	3	755.21	0.00	755.21
Grand Total:	67	216,692.49	0.00	216,692.49

Bank : apbank U S BANK

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
1/23/2024	0001037	MUSCATEL, KENNETH, PHD	3282	1/10/2024	22-8-00068-05, ST. V. HALE, E	5,000.00	5,000.00
1/23/2024	0001148	OLYMPIC SPRINGS INC	363323	1/11/2024	12/18/23-WATER FOR JURY R	38.95	38.95
1/23/2024	0001179	PACIFIC OFFICE EQUIPMENT	1133845	1/11/2024	12/2023-CONTRACT COST R/	66.75	
			1133843	1/11/2024	1/2024-CONTRACT BASE RAT	32.64	
			1133847	1/11/2024	1/2024-CONTRACT BASE RAT	27.20	
			1133848	1/11/2024	12/2023-CONTRACT COST R/	21.80	
			1133846	1/11/2024	01/2024-CONTRACT BASE RA	17.41	
			1133844	1/11/2024	12/2023-CONTRACT COST R/	9.76	175.56
1/23/2024	0001764	WEST PAYMENT CENTER, TH	849581578	1/11/2024	JAN. 2024 - LAW LIBRARY PL/	303.62	303.62
1/23/2024	0022603	COMTE'S & ASSOCIATES INC	122123	1/10/2024	23-1-00049-05, ST. V. BARROI	4,000.00	4,000.00
1/23/2024	0034723	HANEY INVESTIGATION SERV	HAN1943037	1/10/2024	22-1-00293-05, ST. V. HALE, E	1,683.00	1,683.00
1/23/2024	0039420	MUCKLEY, TIFFANY	MUC1943038	1/10/2024	DECEMBER 2023 - MILEAGE I	227.94	227.94
1/23/2024	0040427	NORPOINT GROUP LLC	1344 NPG	1/11/2024	JAN 2024 - SEMI-MONTHLY P/	9,900.00	9,900.00
1/23/2024	0041631	DATA FORENSICS LAB	230040	1/10/2024	22-1-00054-05, ST. V. FLORES	9,282.60	9,282.60
1/23/2024	0045752	WELLNESS INTEGRATED SVC	WILTHO 2023	1/11/2024	11/27/23-ST. V. WILLIAMS,	4,875.00	4,875.00
1/23/2024	0046114	ROWLAND, KRISTIN	ROW1943110	1/11/2024	23-4-00496-05, IN RE BARNET	901.32	901.32
1/23/2024	0046683	ODP BUSINESS SOLUTIONS	L347937178001	1/10/2024	12/22/23-OFFICE SUPPLIES, M	61.32	
			345685141001	1/10/2024	12/19/23-OFFICE SUPPLIES, C	51.78	
			347037282001	1/11/2024	12/21/23-OFFICE SUPPLIES, C	17.40	
			345691611001	1/10/2024	12/19/23-OFFICE SUPPLIES, F	2.96	133.46
1/23/2024	0046965	WARREN, MICHELLE	WAR1943118	1/11/2024	DEC. 2023 - TRAVEL/MILEAGE	26.20	26.20
1/23/2024	0048304	PARSONS, ANGELA	2023-33	1/11/2024	11/17/23-IN RE WOLFE, 14-3-C	170.00	170.00
1/23/2024	0048434	SOUTH SOUND POLYGRAPH	123107	1/11/2024	11/08/23-ST. V. BARRON, 23-1	750.00	750.00
1/23/2024	0049210	SHINZATO-FISCHER, LICIA	WA-0142	1/11/2024	12/19/23-ST. V. JONES, 23-1-C	130.00	
			WA-0139	1/11/2024	12/12/23-ST. V. JONES, 23-1-C	130.00	260.00
1/23/2024	0000357	CLALLAM-JEFFERSON CO	PRCF 02-24	1/11/2024	FEBRUARY 2024 - COURT FA	3,750.00	3,750.00
1/23/2024	0023379	JUSTICE AUDIO VIDEO SOLU	INV-528541	1/10/2024	FEB 2024-JAN 2025, JAVS MA	54,007.05	
			INV-526935	1/10/2024	2024 POLYCOM COVERAGE (	14,749.48	68,756.53
1/23/2024	0020849	U S BANK	9950045190P4P	1/11/2024	NOVEMBER 2023 - VERIZON	50.41	
			9950045190DC/	1/11/2024	NOVEMBER 2023 - VERIZON	50.41	100.82
Sub total for U S BANK:							110,335.00

apChkLst
01/17/2024 9:43:21AM

Final Check List
CLALLAM COUNTY

Treasurer

Page: 1

Bank : apbank U S BANK

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
1/23/2024	0000008	LEXIS NEXIS RISK MGMT INC	1382924-202312	1/9/2024	MONTHLY SUBSCRIPTION	115.43	115.43
1/23/2024	0000331	CLALLAM COUNTY AUDITOR	24-159574	1/9/2024	CURRENT USE REMOVAL RE	304.50	304.50
Sub total for U S BANK:							419.93

apChkLst
01/17/2024 9:49:35AM

Final Check List
CLALLAM COUNTY

WSU Ext

Page: 1

Bank : apbank U S BANK

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
1/23/2024	0000546	EXPRESS SERVICES, INC	30029262	1/23/2024	EXPRESS SERVICE DEC 2023	2,233.46	2,233.46
1/23/2024	0001179	PACIFIC OFFICE EQUIPMENT	1133849	1/23/2024	POE	60.34	60.34
1/23/2024	0001738	WA STATE UNIVERSITY	CI00042024	1/23/2024	MOA WSU	53,966.96	53,966.96
1/23/2024	0020849	U S BANK	dec2023	1/23/2024	US BANK	850.97	850.97
1/23/2024	0045254	SLEDGEHAMMER MARKETIN	31	1/23/2024	SLEDGEHAMMER MARKETIN	750.00	750.00
Sub total for U S BANK:							57,861.73

apChkLst
01/11/2024 1:27:20PM

Final Check List
CLALLAM COUNTY

Veterans

Page: 1

Bank : apbank U S BANK

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
1/11/2024	0000268	WAVE BUSINESS	WAVE 1/11/24	1/11/2024	VET CENTER PHONE	86.52	86.52
1/11/2024	0001036	MURREYS OLYMPIC DISPOSAMDC	1/11/24	1/11/2024	VET CENTER RECECYLE	41.96	41.96
1/11/2024	0001179	PACIFIC OFFICE EQUIPMENT POE	1/11/24	1/11/2024	VET CENTER PRINTER	94.68	94.68
1/11/2024	0020849	U S BANK	BC8765 1/11/24	1/11/2024	FOOD	150.00	
			FR5264 1/11/24	1/11/2024	FUEL	150.00	
			LR0480 1/11/24	1/11/2024	FUEL	150.00	
			NR5219 1/11/24	1/11/2024	FOOD	150.00	
			RJ9337 1/11/24	1/11/2024	FUEL	150.00	
			SD3429 1/11/24	1/11/2024	FOOD	150.00	
			FS7468 1/11/24	1/11/2024	FOOD	100.00	
			JJ2522 1/11/24	1/11/2024	FOOD	100.00	
			JM5483 1/11/24	1/11/2024	FOOD	100.00	
			LA5106 1/11/24	1/11/2024	FOOD	100.00	
			RD5090 1/11/24	1/11/2024	FUEL	100.00	
			TM2565 1/11/24	1/11/2024	FOOD	100.00	1,500.00
1/11/2024	0023705	ELK CREEK APARTMENTS, LL	FW2241 1/11/24	1/11/2024	RENT	1,041.00	1,041.00
1/11/2024	0049342	PEAK PROPANE LCC	PJ0264 1/11/24	1/11/2024	UTILITIES	1,000.00	1,000.00
1/11/2024	0049343	THE WAREHOUSE	WK7511 1/11/24	1/11/2024	BED/HOUSE HOLD	434.51	434.51
Sub total for U S BANK:							4,198.67



JAN 23 2024

BOARD OF CLALLAM COUNTY COMMISSIONERS

MINUTES for the week of January 15 - 19, 2024

WORK SESSION – 9 a.m.

The work session convened at 9 a.m., Tuesday, January 16, 2024. Present were Commissioners Ozias, Johnson and French, and Administrator Mielke.

Items of discussion per the agenda published January 11 were:

- Calendar/Correspondence
- Agreement with Jefferson County Public Health Department for Nurse-Family partnership
- Agreement with Washington State Department of Military and U.S. Department of Homeland Security for Emergency Management Preparedness Grant
- Purchase order for CrowdStrike and Falcon security monitoring and mitigating application suite
- Towne Road update
- Discussion on proposed budget revisions to be considered on January 30
- Discussion of proposed supplemental appropriations to be considered on January 30
- Letter to Department of Natural Resources Commissioner of Public Lands responding to letter dated December 18, 2023 – Clallam County timber

Meeting concluded at 9:55 a.m.

REGULAR MEETING OF THE BOARD OF CLALLAM COUNTY COMMISSIONERS

Chair French called the meeting to order at 10 a.m., Tuesday, January 16, 2024. Also present were Commissioners Johnson and Ozias and Administrator Mielke.

REQUEST FOR MODIFICATIONS/APPROVAL OF AGENDA

Added:

- 1g Letter to Department of Natural Resources Commissioner of Public Lands responding to letter dated December 18, 2023 – Clallam County timber

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

PUBLIC COMMENT

- Ed Bowen, Clallam Bay, commented on item 1g and 1d

CONSENT AGENDA

- 1a Approval of vouchers for the week of January 8
- 1b Approval of payroll for the period ending December 31
- 1c Approval of minutes for the week of January 8
- 1d Letter of support for the Washington State Coastal Climate Resilience Initiative Proposal
- 1e Letter of collaboration and support for the Noth Olympic Peninsula Climate Resilience Collaborative Proposal
- 1f Notice to call for hearing to be held on Tuesday, January 30, 2024 at 10 a.m. regarding an Ordinance rescinding Ordinance 963 Employment Contract for the County Administrator
- 1g Letter to Department of Natural Resources Commissioner of Public Lands responding to letter dated December 18, 2023 – Clallam County timber

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

REPORTS AND PRESENTATIONS

- CMO commented on County Road Crews and thanked them for their work during the weather
- CRJ commented on Lodging Tax Advisory Committee funding requests call for applications, carbon sequestration
- CMF commented on Recompete

CONTRACTS AND AGREEMENTS

2a Agreement amendment 1 with Department of Social and Health Services for Developmental Disabilities Programs

ACTION TAKEN: CRJm to approve, CMOs, mc

2b Agreement amendment 1 with Administrative Office of the Courts for Blake decision

ACTION TAKEN: CRJm to approve, CMOs, mc

2c Agreement amendment 2 with Department of Veterans Affairs for Veterans Service Officer extension

ACTION TAKEN: CRJm to approve, CMOs, mc

2d Agreement with Department of Ecology for shoreline management planning

ACTION TAKEN: CRJm to approve, CMOs, mc

ADMINISTRATION

3a Request for qualifications to be received no later than Tuesday, February 13, 2024 for 2024 Architecture/Courthouse Security/Pedestrian Bridge/ Engineering Consulting Services

ACTION TAKEN: CRJm to issue notice, CMOs, mc

COMMUNITY DEVELOPMENT

4a Request to call for proposals to be submitted no later than Tuesday, February 6, 2024 at 10 a.m. regarding Comprehensive Plan Update Services

ACTION TAKEN: CRJm to issue notice, CMOs, mc

PUBLIC WORKS

5a Easement purchase agreement with Harvey Kailin for Hoko-Ozette Road

ACTION TAKEN: CRJm to approve, CMOs, mc

BUDGET

6a Notice that the following budget revisions will be adopted by Resolution on January 30:

DCD Planning, DCD Building, District Court I – Following adoption of the 2024 General Fund Budget, unanticipated staffing developments were identified within the General Fund's Department of DCD Planning and Building divisions which are expected to result in identified cost savings to the 2024 budget. These savings have been identified as a source of funding to potentially re-establish funding to District Court I to fill a vacant, deferred Court Clerk III position in the District Court I budget beginning April 1, 2024, a position identified as one that is contributor to the collection of legal financial obligation revenue for the County. This budget revision between General Fund departments is needed to transition sufficient funding from the DCD Planning and Building divisions based on these identified cost savings to the District Court I personnel budget to enable refilling of the vacant Court Clerk III position/\$65,891

ACTION TAKEN: CRJm to issue notice, CMOs, mc

6b Notice that the following supplemental appropriations will be adopted by Resolution on January 30:

Sheriff – OPNET Drug – A currency counter that can integrate with our evidence software was added to our 2023 budget as a supplemental with Drug Task Force JAG grant funding. While we received the currency counter in October of 2023, the vendor did not supply us with an invoice in time to pay it during the 2023 calendar year, so the budget line was entirely unspent. We need this additional funding transferred to the 2024 budget/\$9,932

Board of Commissioners – Recompete Grant – Recompete Strategy Development Grant funding will be used to research the Prime Age Employment Gap (PAEG) in our county to determine the barriers they face preventing their participation in the workforce and how they may be alleviated/\$498,729

Department of Community Development Environmental Quality – Clallam County DCD received a NOAA Grant administered through the Department of Ecology to fund Clallam County Marine

BOARD of CLALLAM COUNTY COMMISSIONERS
MINUTES for the week of January 15 - 19, 2024
Page 3

Resources County projects from January 1, 2024 to December 31, 2025. This is for the 2024 budget/\$68,000

ACTION TAKEN: CRJm to issue notice, CMOs, mc

PUBLIC COMMENT

- Virginia Shogren, Sequim, commented on Clallam Conservation District piping project
- Ed Bowen, Clallam Bay, commented on item 2d
- Paula Lustbader, Blyn, commented on Towne Road
- Gail Baker, Sequim, commented on Towne Road
- Karin Cummins, Sequim, commented on Towne Road, noise ordinance
- Pepai Whipple, Sequim, commented on Towne Road
- Eric Fehrmann, Sequim, commented on Towne Road
- Thomas Ash, Sequim, commented on Towne Road
- Denise Lapio, Sequim, commented on Towne Road
- Rob White, Sequim, commented on Clallam Conservation District
- Derrick Eberle, Sequim, commented on Towne Road
- Bree Eberle, Sequim, commented on Towne Road

Meeting concluded at 11:13 a.m. and continued to 9 a.m., Monday, January 22, 2024.

The Board of Commissioners attended Board of Health Meeting, Coffee with Colleen, Clallam Transit Meeting, EDC Ribbon Cutting Ceremony and Finance Committee Meeting during the week of January 15.

PASSED AND ADOPTED this 23rd day of January 2024.

BOARD OF CLALLAM COUNTY COMMISSIONERS

Mike French, Chair

ATTEST:

Randy Johnson

Loni Gores, MMC, Clerk of the Board

Mark Ozias

KEY TO ABBREVIATIONS:

ATM Administrator Todd Mielke

CMO Commissioner Mark Ozias

CRJ Commissioner Randy Johnson

CMF Commissioner Mike French

m	moved
mc	motion carried
s	seconded

Comment to Clallam County Commissioners
January 16, 2024
Gayle Baker, Sequim

I would like to address the hypocritical comments from the “environmentalists,” who proclaim a trail only road is better for the environment. Before the levee was breached and people walked and fished from the old trail, there were dozens upon dozens of cars parked along the road, at the gate, and in the Old School House parking lot. That’s a lot of car and truck pollution just to take a one-to-two-mile walk. Now add to that the extra five miles to get to the trailhead if the road is closed—even more pollution. And these environmentalists, with their dogs on or off leash, are the same ones leaving behind bags of dog poop, if they bother to bag it at all. According to biologists, dog poop is not good for the river. I’m sick of the virtue signaling, sanctimonious outpouring from so called environmentalists.

The pro-trail group doesn’t seem to understand that heavy equipment—like tractors, fire engines, farm equipment and other heavy machinery—cause extraordinary damage to a gravel road. I have a gravel driveway and I can categorically state that maintenance of a graveled Towne Road will be much more expensive in the long run. From comments put out by the pro-trail group—on their website and speaking last week—they speak as if paving Towne Road is somehow new, that Towne Road has never been open, never had a foot of pavement to mar its pristine surface. Towne Road has been in service for over a century!

The pro-trail/anti-road group think it’s no big deal to open a gate or two in an emergency. What about an emergency during a power outage? What if one minute is the difference between life and death for someone? The pro-trail group thinks it’s ok to spend a million of our tax paid dollars to pay for that gate or two—these gates were NEVER in the original plan. Not to mention the side-talk of the need for a parking lot to accommodate all the vehicles needing a place to park at the trailhead and that the money will come from the original cache that was supposed to be used to finish the road. Will the environmentalists complain? Doubtful? Afterall, it’s for their convenience.

Towne Road is not the ONLY option in Sequim for anyone wishing to take a beautiful, nature-filled stroll or bike ride. The Dungeness River Trail System is extensive and readily accessible. Or here’s a novel idea...I walk nearly every day and I do so in my neighborhood—walking from my house in a two-and-a-half-mile loop that takes me along Old Olympic Hwy, through my neighborhood on roads with no sidewalks, and up Heath Road, which has a ton of traffic and no shoulder. I walk this route because I really do believe in protecting the environment and I do what I can to walk my talk (pun intended). I meet my neighbors, welcome new ones to the neighborhood and seldom do I see a bag of poop left behind. That’s so refreshing. I just can’t understand how driving a car to a trailhead to take a walk is environmentally friendly.

And if anyone thinks that we have a majority (two) of the commissioners on our side to open Towne Road, I doubt it. We know where Commissioner Ozias stands, always at the side of the Tribe, and I like Commissioner Johnson but he can be outvoted if Commissioner French sides with Ozias. And I believe he will unless we continue to press to have Towne Road opened as originally promised. Please stick to the original plan and Open Towne Road! It’s the right thing to do environmentally, fiscally, and morally.

Thank you,
Gayle Baker, Sequim, WA

BOCC Mail Correspondences Received from other Jurisdictions

Dash Air Shuttle
cordially invites you to

Takeoff with Dash

January 16, 2024

From 4 to 6pm

William R. Fairchild International Airport Terminal



A new and exciting way to get around the Sound is coming.

- Learn more about how we plan to reconnect you to Seattle and beyond.
- Tour the aircraft
- Enjoy refreshments
- Receive a special 'thank you' for spending your time with us.

RSVP, Regrets Only to clint.ostler@flydashair.com by
January 12, 2024.

RECEIVED
CLALLAM CO. COMMISSIONER

JAN 08 2024



Contact us:
Cell: 253-797-1309

E-mail: clint.ostler@flydashair.com

2a

JAN 23 2024



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

Department: Juvenile Services

WORK SESSION ☒ **Meeting Date: 01/16/24**

REGULAR AGENDA ☒ **Meeting Date: 01/23/24**

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

Item summary:

- | | | |
|---|---|--|
| ☐ Call for Hearing | ☒ Contract/Agreement/MOU Contract #851.23.016 | |
| ☐ Resolution | ☐ Proclamation | ☐ Budget Item |
| ☐ Draft Ordinance | ☐ Final Ordinance | ☐ Other Discussion only |

Documents exempt from public disclosure attached: ☐

Executive summary:

The Port Angeles Healthy Youth Coalition has been approved under the Community Prevention and Wellness Initiative model, to implement Nurse-Family partnership with Jefferson County Public Health for first-time parents who meet the following criteria; (1) first child and (2) meet income requirements.

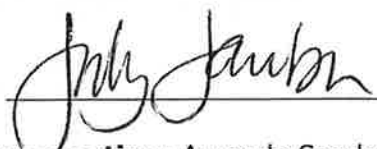
Budgetary impact: (Is there a monetary impact? If so, are funds for this already allocated or is a budget change necessary? If this is a contract and a budget change is necessary, the budget change form must be submitted with the item at work session and for the regular agenda) **If a budget action is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

No budgetary impact, funds have been allocated for this service.

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

Review and sign.

County Official signature & print name:

 Jody Jacobsen

Name of Employee/Stakeholder attending meeting: Amanda Sanders, Jody Jacobsen, Cindy Hanson

Relevant Departments: _____

Date submitted: 01/08/2024

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

**PERSONAL SERVICES AGREEMENT**

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

Name: Jefferson County, Public Health Department

Address: Denise Banker, Community Health Director

Jefferson County Public Health

615 Sheridan St.

Port Townsend, WA 98368

Phone No: (360) 385-9400

(hereinafter called "Contractor").

This Agreement is comprised of:

- ☒ Attachment A - Scope of Work
- ☐ Attachment B - Compensation
- ☐ Attachment C - General Conditions
- ☐ Attachment D - Special Terms and Conditions
- ☒ Attachment E (specify) - Port Angeles Healthy Youth Coalition Strategic Plan

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

The term of this Agreement shall commence on the 1st day of January 2024 and shall, unless terminated as provided elsewhere in the Agreement, terminate on the 31st day of December 2024.

IN WITNESS WHEREOF, the parties have executed this Agreement on this day of 20 .

CONTRACTOR: JEFFERSON COUNTY WASHINGTON

Originals: BOCC
Vendor
Initiating Department

Copies: 5

Print name: Kate Dean

Title: Chair, Board of County Commissioners

Date: January 2, 2024

ATTEST:

Carolyn Gallaway 1/2/24
Carolyn Gallaway, Clerk of the Board,
Jefferson County



Approved as to form only:

P. C. Hunsucker December 14, 2023

Philip C. Hunsucker, Date
Chief Civil Deputy Prosecuting Attorney

BOARD OF CLALLAM COUNTY COMMISSIONERS

~~Mark Ozias, Chair~~ *Mike French, Chair*

ATTEST:

Loni Gores, Clerk of the Board

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

SCOPE OF WORK

To: Jefferson County Public Health
From: Clallam County Juvenile and Family Services
CC: Port Angeles Healthy Youth Coalition
Date: January 1st, 2024

Program Overview

Clallam County Juvenile and Family Services (CCJFS) was awarded a two-year grant from Washington Health Care Authority's Division of Behavioral Health and Recovery to re-fortify community coalition-led efforts to prevent underage substance use and promote youth mental health in Port Angeles. The Port Angeles Healthy Youth Coalition (PAHYC) is one of the newest additions to this state-wide Community Prevention and Wellness Initiative (CPWI), a proven model for sustaining a healthy and safe environment where young people thrive, without substance use and unaddressed mental health concerns.

Our efforts grow out of the recognition that most Port Angeles young people are healthy and safe, and still improvements can be made to prevent incidents of high-risk behaviors, like underage substance use and driving under the influence. The funding utilizes a community coalition structure to motivate collaboration between several existing youth-serving organizations, parents, and youth to determine how we can do better for our young people. In the long term, prevention has been shown to have the greatest impact in reducing harm from substance misuse and abuse and reducing the number of people experiencing addiction. Successful prevention requires the greatest amount of commitment and collaboration across all sectors of the community, over a sustained period of time to show significant results.

Proposed Key Activities

The PAHYC has been approved under the CPWI model, with direct approval from Washington Health Care Authority's Division of Behavioral Health and Recovery to implement Nurse Family Partnership. Nurse-Family Partnership is for first-time parents who are: (1) pregnant with their first child and (2) meet income requirements in Clallam County.

Nurse-Family Partnership is for first-time parents who are: (1) pregnant with their first child and (2) meet income requirements in Clallam County. A highly trained nurse meets remotely or in person with first-time parents to offer knowledge and support throughout pregnancy and until the child reaches two years of age. An NFP nurse starts working with the parent before birth to address questions and concerns, prepare the parent for childbirth, and help ensure that the delivery of a healthy baby. After the baby is delivered, the NFP nurse who helped during your pregnancy is still with the parent to offer support and answer questions about the baby, coach on child development, empower parents to believe in their ability to perform their new role as a parent successfully.

For more program information visit, www.nursefamilypartnership.org.

Timeline

The PAHYC with approval under the CPWI model, with content-expert guidance from Washington Health Care Authority's Division of Behavioral Health and Recovery proposed to support Nurse Family Partnership implementation until June 30, 2025, pending continuation from Washington Health Care Authority's Division of Behavioral Health and Recovery with Clallam County Juvenile and Family Services.

Data Entry and Reporting

The PAHYC under the CPWI model, with guidance from Washington Health Care Authority's Division of Behavioral Health and Recovery is required to meet monthly reporting requirements. Reporting requirements are entered confidentially by the PAHYC Community Coalition Coordinator, Amanda Sanders into the "Minerva," a closed reporting system through Secure Access Washington.

The required pre/post survey for every participant/client is, "Managing and Monitoring for Parents of Young Children" which falls under the risk factor of "Family History of Problem Behavior" to measure "Self-efficacy of caregivers in their parenting skills" under the Minerva Survey Selection Guide.

Data entry is required by the 15th of every following month, invoicing can take place after monthly data is provided (as applicable). Data entry is completed by the PAHYC Community Coalition Coordinator, in accordance with grant compliance.

Budget

The PAHYC has designated the fixed amount of twelve thousand DOLLARS and zero cents (\$12,000.00) to support implementation of NFP in Clallam County.

Communication

The PAHYC is a community-based coalition comprised of <30 members and partners. Community members and partners will work together to follow and update the Community Action Plan.

Contacts

Amanda Sanders, Community Coalition Coordinator
Email: KaySanders5@outlook.com
(360) 809-0569

COMPENSATION

1. ☒ **a. FIXED FEE FOR SERVICE:** For services rendered, the County shall pay to the Contractor a fixed fee of twelve thousand DOLLARS and zero cents (\$12,000.00) for the completed work set forth in Attachment A. Payments for completed tasks shall be made no more frequently than ☒ monthly; ☐ quarterly; ☐ semi-annually; ☐ annually; ☐ at completion of project; ☐ other (specify) _____.

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

OR

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

Name/Position

Hourly Rate

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

Each request for payment shall be supported by an invoice specifying: the name/position of the Contractor's employee if two or more are identified above; number of hours worked; completed tasks for which compensation is sought; estimated percentage of task completion; payment amount requested; other (specify) _____.

In no event shall Contractor be compensated in excess of twelve thousand DOLLARS and zero cents (\$12,000.00) for the completed work set forth in Attachment "A."

2. AND

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

OR

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

OR

☐ **c.** Other (specify): _____

GENERAL CONDITIONS

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

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

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

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

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

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

5. No Guarantee of Employment. The performance of all or part of this contract by the Contractor shall not operate to vest any employment rights whatsoever and shall not be deemed to guarantee any employment of the Contractor or any employee of the Contractor or any subcontractor or any employee of any subcontractor by the County at the present time or in the future.
6. Regulations and Requirements. This Agreement shall be subject to all federal, state, and local laws, rules, and regulations.

7. Right to Review. This contract is subject to review by any federal or state auditor. The County shall have the right to review and monitor the financial and service components of this program by whatever means are deemed expedient by the County Project Manager. Such review may occur with or without notice, and may include, but is not limited to, on-site inspection by County agents or employees, inspection of all records or other materials that the County deems pertinent to the Agreement and its performance, and any and all communications with or evaluations by service recipients under this Agreement. The Contractor shall preserve and maintain all financial records and records relating to the performance of work under this Agreement for three (3) years after contract termination, and shall make them available for such review, within Clallam County, State of Washington, upon request, during reasonable business hours.
8. Modifications. Either party may request changes in the Agreement. Any and all agreed modifications shall be in writing, signed by each of the parties.
9. Termination for Default. If the Contractor defaults by failing to perform any of the obligations of the contract or becomes insolvent or is declared bankrupt or makes an assignment for the benefit of creditors, the County may, by depositing written notice to the Contractor in the U.S. Mail, postage prepaid, terminate the contract, and at the County's option, obtain performance of the work elsewhere. If the contract is terminated for default, the Contractor shall not be entitled to receive any further payments under the contract. Any extra cost or damage to the County resulting from such default(s) shall be deducted from any money due or coming due to the Contractor. The Contractor agrees to bear any extra expenses incurred by the County in completing the work, including all increased costs for completing the work, and all damage sustained, or which may be sustained by the County by reason of such default.

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

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

13. Defense and Indemnity Agreement.

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

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

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

14. Industrial Insurance Waiver. With respect to the performance of this Agreement and as to claims against the County, its appointed and elected officers, agents and employees, the Contractor expressly waives its immunity under Title 51 of the Revised Code of Washington, the Industrial Insurance Act, as now or hereafter amended, for injuries to its employees and agrees that the obligations to indemnify, defend and hold harmless provided in this Agreement extend to any claim brought by or on behalf of any employee of the Contractor. Along with the other provisions of this Agreement, this waiver is mutually negotiated by the parties to this Agreement.

15. Venue and Choice of Law. In the event that any litigation should arise concerning the construction or interpretation of any of the terms of this Agreement, the venue of such action shall be in the courts of the State of Washington in and for the County of Clallam. This Agreement shall be governed by the law of the State of Washington.

16. Withholding Payment. In the event the County Project Manager determines that the Contractor has failed to perform any obligation under this Agreement within the times set forth in this Agreement, then the County may withhold from amounts otherwise due and payable to Contractor the amount determined by the County as necessary to cure the default, until the County Project Manager determines that such failure to perform has been cured. Withholding under this clause shall not be deemed a breach entitling Contractor to termination or damages, provided that the County promptly gives notice in writing to the Contractor of the nature of the default or failure to perform, and in no case more than ten (10) days after it determines to withhold amounts otherwise due. A determination of the County Project Manager set forth in a notice to the Contractor of the action required and/or the amount required to cure any alleged failure to perform shall be deemed conclusive, except to the extent that the Contractor acts within the times and in strict accord with the provision of the Disputes clause of this Agreement. The County may act in accordance with any determination of the County Project Manager which has become conclusive under this clause, without prejudice to any other remedy under the Agreement, to take all or any of the following

actions: (1) cure any failure or default, (2) to pay any amount so required to be paid and to charge the same to the account of the Contractor, (3) to set off any amount paid or incurred from amounts due or to become due the Contractor. In the event the Contractor obtains relief upon a claim under the Disputes clause, no penalty or damages shall accrue to the Contractor by reason of good faith withholding by the County under this clause.

17. Rights and Remedies. The duties and obligations imposed by this Agreement and the rights and remedies available hereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law.
18. Contractor Commitments, Warranties and Representations. Any written commitment received from the Contractor concerning this Agreement shall be binding upon the Contractor, unless otherwise specifically provided herein with reference to this paragraph. Failure of the Contractor to fulfill such a commitment shall render the Contractor liable for damages to the County. A commitment includes, but is not limited to any representation made prior to execution of this Agreement, whether or not incorporated elsewhere herein by reference, as to performance of services or equipment, prices or options for future acquisition to remain in effect for a fixed period, or warranties.
19. Patent/Copyright Infringement. Contractor will defend, indemnify and save harmless County, its appointed and elected officers, agents and employees from and against all loss or expense, including but not limited to claims, demands, actions, judgments, settlements, attorneys' fees and costs by reason of any and all claims and demands upon the County, its elected or appointed officials or employees for damages because of the Contractor's alleged infringement on any patent or copyright. The Contractor will pay those costs and damages attributable to any such claims that are finally awarded against the County, its appointed and elected officers, agents and employees in any action. Such defense and payments are conditioned upon the following:

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

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

20. Disputes:

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

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

(b) Notice of Potential Claims. The Contractor shall not be entitled to additional compensation or to extension of time for (1) any act or failure to act by the County Project Manager or the County, or (2) the happening of any event or occurrence, unless the

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

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

21. Ownership of Items Produced. All writings, programs, data, art work, music, maps, charts, tables, illustrations, records or other written, graphic, analog or digital materials prepared by the Contractor and/or its consultants or subcontractors, in connection with the performance of this Agreement shall be the sole and absolute property of the County and constitute "work made for hire" as that phrase is used in federal and/or state intellectual property laws and Contractor and/or its agents shall have no ownership or use rights in the work.
22. Recovery of Payments to Contractor. The right of the Contractor to retain monies paid to it is contingent upon satisfactory performance of this Agreement, including the satisfactory completion of the project described in the Scope of Work (Attachment A). In the event that the Contractor fails, for any reason, to perform obligations required of it by this Agreement, the Contractor may, at the Director's sole discretion, be required to repay to the County all monies disbursed to the Contractor for those parts of the project that are rendered worthless in the opinion of the Director by such failure to perform.

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

23. Project Approval. The extent and character of all work and services to be performed under this Agreement by the Contractor shall be subject to the review and approval of the Director or designee. For purposes of this Agreement, the Director is:

Name: Jody LE Jacobsen

Title: Director, Clallam County Juvenile & Family Services

Address: 1912 W.18th St.

Port Angeles, WA 98363

Telephone: (360)565-2639

E-mail: jody.jacobsen@clallamcountywa.gov

Fax: (360)457-4875

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

24. Non-Discrimination. The Contractor shall not discriminate against any person on the basis of race, creed, political ideology, color, national origin, sex, marital status, sexual orientation, age, or the presence of any sensory, mental or physical handicap.
25. Subcontractors. In the event that the Contractor employs the use of any subcontractors, the contract between the Contractor and the subcontractor shall provide that the subcontractor is bound by the terms of this Agreement between the County and the Contractor. The Contractor shall insure that in all subcontracts entered into, Clallam County is named as an express third-party beneficiary of such contracts with full rights as such.
26. No Third Party Beneficiaries. This agreement is intended for the benefit of only the County and Contractor. This agreement does not confer any benefits, rights, or privileges upon any third party.
27. Standard of Care. The Contractor shall perform its duties hereunder in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession as the Contractor currently practicing under similar circumstances. The Contractor shall, without additional compensation, correct those services not meeting such a standard.
28. Time is of the Essence. Time is of the essence in the performance of this contract unless a more specific time period is set forth in either the Special Terms and Conditions or Scope of Work.
29. Notice. Except as set forth elsewhere in the Agreement, for all purposes under this Agreement, except service of process, any notices shall be given by the Contractor to the Director. Notice to the Contractor for all purposes under this Agreement shall be given to the person executing the Agreement on behalf of the Contractor at the address identified on the signature page.
30. Severability. If any term or condition of this contract or the application thereof to any person(s) or circumstances is held invalid, such invalidity shall not affect other terms, conditions, or applications which can be given effect without the invalid term, condition or application. To this end, the terms and conditions of this contract are declared severable.
31. Precedence. In the event of inconsistency in this Agreement, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence in the following order:
 - (a) Applicable federal, state, and local statutes, ordinances, and regulations;
 - (b) Scope of Work (Attachment A) and Compensation (Attachment B);
 - (c) Special Terms and Conditions (Attachment D); and
 - (d) General Conditions (Attachment C).
32. Waiver. Waiver of any breach or condition of this contract shall not be deemed a waiver of any prior or subsequent breach. No term or condition of this contract shall be held to be waived, modified, or deleted except by an instrument, in writing, signed by the parties hereto.
33. Attorney Fees. In the event that litigation must be brought to enforce the terms of this agreement, the prevailing party shall be entitled to be paid reasonable attorney fees.
34. Construction. This agreement has been mutually reviewed and negotiated by the parties and should be given a fair and reasonable interpretation and should not be construed less favorably against either party.

35. Survival. Without being exclusive, Paragraphs 4, 7, 13-19, 21-22 and 31-35 of these General Conditions shall survive any termination, expiration, or determination of invalidity of this Agreement in whole or in part. Any other Paragraphs of this Agreement which, by their sense and context, are intended to survive shall also survive.
36. Entire Agreement. This written contract represents the entire Agreement between the parties and supersedes any prior statements, discussions or understandings between the parties except as provided herein.

SPECIAL TERMS AND CONDITIONS

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

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

Progress reports shall include, at a minimum, the following: Monthly data reports as required by Washington Health Care Authority in the "Minerva" data entry system. These monthly reports include: patient/client demographics, pre/posttest survey responses, and staff direct and indirect hours dedicated to Community Prevention and Wellness Initiative funding.

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

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

- ☒ **COMMERCIAL GENERAL LIABILITY:** Membership in Washington Counties Risk Pool; certificate attached.

Bodily injury, including death \$ per occurrence

\$ aggregate

Property damage \$ per occurrence

\$ aggregate

- ☐ **ERRORS AND OMISSIONS or PROFESSIONAL LIABILITY** with an Extended Reporting Period Endorsement (two year tail)

\$ per occurrence

- ☐ **WORKERS COMPENSATION:**

Statutory amount

☐ AUTOMOBILE: coverage on owned, non-owned, rented and hired vehicles

Bodily injury, liability, including death \$ per occurrence

\$ aggregate

Property damage liability \$ per occurrence

\$ aggregate

☐ BUSINESS AUTOMOBILE LIABILITY: \$ per occurrence

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

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

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

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

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

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

☐ 4. Other (specify):.

CERTIFICATE OF MEMBERSHIP IN THE WASHINGTON COUNTIES RISK POOL

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

MEMBER COUNTY:

Jefferson County, Washington
Attn: Mark McCauley, County Admin & Risk Manager
PO Box 1220
Port Townsend, WA 98368

Liability Coverage Afforded by the:

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

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

MLC NUMBER:

20232024RISKPOOL-JFCO

MLC EFFECTIVE DATE:

10/1/2023

MLC EXPIRATION DATE:

10/1/2024

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

\$10,000,000

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

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

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

Port Angeles Healthy Youth Coalition Strategic Plan

During the MLC Period October 1st, 2023 - October 1st, 2024

CANCELLATION

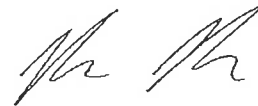
SHOULD THE ABOVE-DESCRIBED MLC BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUER WILL ENDEAVOR TO PROVIDE THIRTY (30) DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION NOR LIABILITY OF ANY KIND UPON THE ISSUER OR ITS AGENTS OR REPRESENTATIVES.

CERTIFICATE HOLDER:

Jefferson County Public Health Dept.
615 Sheridan St
Port Townsend, WA 98368

ISSUE DATE:

January 04, 2024



Bryden Barbce, Senior Risk Analyst

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JAN 23 2024



AGENDA ITEM SUMMARY

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

Department: Sheriff

WORK SESSION ☒ Meeting Date: 1/16/24

REGULAR AGENDA ☒ Meeting Date: 1/23/24

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

Item summary:

- | | | |
|---|---|--------------------------------------|
| ☐ Call for Hearing | ☒ Contract/Agreement/MOU - Contract # 817-24-01 | |
| ☐ Resolution | ☐ Proclamation | ☐ Budget Item |
| ☐ Draft Ordinance | ☐ Final Ordinance | ☐ Other |

Documents exempt from public disclosure attached: ☐

Executive summary: The Emergency Management Preparedness Grant renews annually and is generally used by the Sheriff's Office emergency management section to cover training costs, outreach materials, and consultant costs. It also covers ongoing costs such as select utilities, Starlink subscription, and conference registration.

Budgetary impact: The revenue and expenditures for this grant are already included in the 2024 budget. The required match is met by the County-funded Emergency Management Coordinator position.

Recommended action: Board approval

County Official signature & print name: Brian King, Sheriff

Handwritten signature of Brian King, Sheriff.

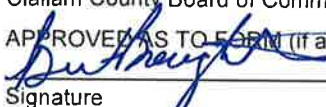
Name of Employee/Stakeholder attending meeting: Beth Waknitz

Relevant Departments: Sheriff

Date submitted: 1/8/24

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

Washington State Military Department
EMERGENCY MANAGEMENT PERFORMANCE GRANT AGREEMENT FACE SHEET

1. Subrecipient Name and Address: Clallam, County of Sheriff's Office, Emergency Management Unit 223 E 4th Street, Suite 12 Port Angeles, Washington 98362-3000		2. Grant Agreement Amount: \$42,094		3. Grant Agreement Number: E24-247	
4. Subrecipient Contact, phone/email: Elizabeth Waknitz, 360-417-2393 elizabeth.waknitz@clallamcountywa.gov		5. Grant Agreement Start Date: June 1, 2023		6. Grant Agreement End Date: September 30, 2024	
7. Department Contact, phone/email: Deborah Henderson, 253-512-7470 deborah.henderson@mil.wa.gov		8. Unique Entity Identifier (UEI): JV6JJNELRBS5		9. UBI # (state revenue): 054-004-559	
10. Funding Authority: Washington State Military Department (the "DEPARTMENT") and the U.S. Department of Homeland Security (DHS)					
11. Federal Award ID # (FAIN): EMS-2023-EP-00002		12. Federal Award Date: 9/21/2023		13. Assistance Listings # & Title: 97.042 (23EMPG)	
14. Total Federal Amount: \$7,585,716		15. Program Index # & OBJ/SUB-OBJ: 733PT NZ			16. EIN: 91-6001298
17. Service Districts: (BY LEGISLATIVE DISTRICT): 24 (BY CONGRESSIONAL DISTRICT): 6		18. Service Area by County(ies): Clallam		19. Women/Minority-Owned, State Certified: ☒ N/A ☐ NO ☐ YES, OMWBE # _____	
20. Agreement Classification: ☐ Personal Services ☐ Client Services ☒ Public/Local Gov't ☐ Research/Development ☐ A/E ☐ Other _____			21. Contract Type (check all that apply): ☐ Contract ☒ Grant ☒ Agreement ☐ Intergovernmental (RCW 39.34) ☐ Interagency		
22. Subrecipient Selection Process: ☒ "To all who apply & qualify" ☐ Competitive Bidding ☐ Sole Source ☐ A/E RCW ☐ N/A ☐ Filed w/OFM? ☐ Advertised? ☐ YES ☐ NO			23. Subrecipient Type (check all that apply): ☐ Private Organization/Individual ☐ For-Profit ☒ Public Organization/Jurisdiction ☐ Non-Profit ☐ CONTRACTOR ☒ SUBRECIPIENT ☐ OTHER		
24. PURPOSE & DESCRIPTION: The purpose of the Fiscal Year (FY) 2023 Emergency Management Performance Grant (23EMPG) program is to provide U.S. Department of Homeland Security (DHS)/Federal Emergency Management Agency (FEMA) Federal award funds to states to assist state, local, territorial, and tribal governments in preparing for all hazards through sustainment and enhancement of those programs as described in the Work Plan. The Department is the Recipient and Pass-through Entity of the 23EMPG DHS Award Letter for Grant No. EMS-2023-EP-00002 ("Grant"), which is incorporated in and attached hereto as Attachment C and has made a subaward of Federal award funds to the Subrecipient pursuant to this Agreement. The Subrecipient is accountable to the Department for use of Federal award funds provided under this Agreement and the associated matching funds.					
IN WITNESS WHEREOF, the Department and Subrecipient acknowledge and accept the terms of this Agreement, including all referenced Attachments which are hereby incorporated in and made a part hereof, and have executed this Agreement as of the date below. This Agreement Face Sheet; Special Terms & Conditions (Attachment A); General Terms and Conditions (Attachment B); 23EMPG Award Letter EMS-2023-EP-00002 (Attachment C); Work Plan (Attachment D); Timeline (Attachment E); Budget (Attachment F); Build America, Buy America Act Self-Certification (Attachment G); and all other documents expressly referenced and incorporated herein contain all the terms and conditions agreed upon by the parties and govern the rights and obligations of the parties to this Agreement. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties hereto.					
In the event of an inconsistency in this Agreement, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence in the following order: 1. Applicable Federal and State Statutes and Regulations 2. DHS/FEMA Award and program documents 3. Work Plan, Timeline, and Budget 4. Special Terms and Conditions 5. General Terms and Conditions, and, 6. Other provisions of the Agreement incorporated by reference					
WHEREAS, the parties hereto have executed this Agreement on the day and year last specified below.					
FOR THE DEPARTMENT:			FOR THE SUBRECIPIENT:		
Signature _____ Date _____ Regan Anne Hesse, Chief Financial Officer Washington State Military Department			Signature _____ Date _____ Mark Ozias, Chair Clallam County Board of Commissioners		
BOILERPLATE APPROVED AS TO FORM: Dierk Meierbachtol August 1, 2023 Assistant Attorney General			APPROVED AS TO FORM (if applicable):  Signature _____ Date _____		

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

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

SUBRECIPIENT		DEPARTMENT	
Name	Elizabeth Waknitz	Name	Deborah Henderson
Title	Grant Coordinator	Title	Program Coordinator
Email	elizabeth.waknitz@clallamcountywa.gov	Email	deborah.henderson@mil.wa.gov
Phone	360-417-2393	Phone	253-512-7470
Name	Brian King	Name	Peter Drance
Title	Sheriff	Title	Program Manager
Email	brian.king@clallamcountywa.gov	Email	peter.drance@mil.wa.gov
Phone	360-417-2544	Phone	253-512-7322
Name	Anne Chastain	Name	Grant Miller
Title	Emergency Management Program Coordinator	Title	Program Assistant
Email	anne.chastain@clallamcountywa.gov	Email	grant.miller@mil.wa.gov
Phone	360-417-2483	Phone	253-512-7061
Name		Name	Sierra Wardell
Title		Title	Financial Operations Section Manager
Email		Email	sierra.wardell@mil.wa.gov
Phone		Phone	253-512-7121

ARTICLE II. ADMINISTRATIVE AND/OR FINANCIAL REQUIREMENTS

The Subrecipient shall comply with all applicable state and federal laws, rules, regulations, requirements and program guidance identified or referenced in this Agreement and the informational documents published by DHS/FEMA applicable to the 23EMPG Program, including, but not limited to, all criteria, restrictions, and requirements of *The Department of Homeland Security (DHS) Notice of Funding Opportunity (NOFO) Fiscal Year 2023 Emergency Management Performance Grant (EMPG) Program* document, the *Fiscal Year 2023 Preparedness Grants Manual*, FEMA Manual (FM) 207-22-0001 Version 4, 2023 (the Manual), the DHS Award Letter for the Grant, and the federal regulations commonly applicable to DHS/FEMA grants, all of which are incorporated herein by reference. The *DHS Award Letter* is incorporated in this Agreement as Attachment C.

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

A. STATE AND FEDERAL REQUIREMENTS FOR DHS/FEMA PREPAREDNESS GRANTS:

The following requirements apply to all DHS/FEMA Preparedness Grants administered by the Department.

1. SUBAWARDS & CONTRACTS BY SUBRECIPIENT

- a. The Subrecipient must make a case-by-case determination whether each agreement it makes for the disbursement of 23EMPG funds received under this Agreement casts the party receiving the funds in the role of a subrecipient or contractor in accordance with 2 CFR 200.331.
- b. If the Subrecipient becomes a pass-through entity by making a subaward to a non-federal entity as its subrecipient:
 - i. The Subrecipient must comply with all federal laws and regulations applicable to pass-through entities of 23EMPG funds, including, but not limited to, those contained in 2 CFR 200.

- ii. The Subrecipient shall require its subrecipient(s) to comply with all applicable state and federal laws, rules, regulations, requirements, and program guidance identified or referenced in this Agreement and the informational documents published by DHS/FEMA applicable to the 23EMPG Program, including, but not limited to, all criteria, restrictions, and requirements of *The Department of Homeland Security (DHS) Notice of Funding Opportunity (NOFO) Fiscal Year 2023 Emergency Management Performance Grant (EMPG) Program* document, the Manual, the DHS Award Letter for the Grant in Attachment C, and the federal regulations commonly applicable to DHS/FEMA grants.
- iii. The Subrecipient shall be responsible to the Department for ensuring that all 23EMPG federal award funds provided to its subrecipients, and associated matching funds, are used in accordance with applicable federal and state statutes and regulations, and the terms and conditions of the federal award set forth in Attachment C of this Agreement.

2. BUDGET, REIMBURSEMENT, AND TIMELINE

- a. Within the total Grant Agreement Amount, travel, subcontracts, salaries, benefits, printing, equipment, and other goods and services or other budget categories will be reimbursed on an actual cost basis upon completion unless otherwise provided in this Agreement.
- b. The maximum amount of all reimbursement requests permitted to be submitted under this Agreement, including the final reimbursement request, is limited to and shall not exceed the total Grant Agreement Amount.
- c. If the Subrecipient chooses to include indirect costs within the Budget (Attachment F), additional documentation is required based on the applicable situation. As described in 2 CFR 200.414 and Appendix VII to 2 CFR 200:
 - i. If the Subrecipient receives direct funding from any Federal agency(ies), documentation of the rate must be submitted to the Department Key Personnel per the following:
 - A. More than \$35 million, the approved indirect cost rate agreement negotiated with its federal cognizant agency.
 - B. Less than \$35 million, the indirect cost proposal developed in accordance with Appendix VII of 2 CFR 200 requirements.
 - ii. If the Subrecipient does not receive direct federal funds (i.e., only receives funds as a subrecipient), the Subrecipient must either elect to charge a de minimis rate of ten percent (10%) or 10% of modified total direct costs or choose to negotiate a higher rate with the Department. If the latter is preferred, the Subrecipient must contact Department Key Personnel for approval steps.
- d. For travel costs, the Subrecipient shall comply with 2 CFR 200.475 and should consult their internal policies, state rates set pursuant to RCW 43.03.050 and RCW 43.03.060 as now existing or amended, and federal maximum rates set forth at <https://www.gsa.gov>, and follow the most restrictive. If travel costs exceed set state or federal limits, travel costs shall not be reimbursed without written approval by Department Key Personnel.
- e. Reimbursement requests will include a properly completed State A-19 Invoice Form and Reimbursement Spreadsheet (in the format provided by the Department) detailing the expenditures for which reimbursement is sought. Reimbursement requests must be submitted to Reimbursements@mil.wa.gov no later than the due dates listed within the Timeline (Attachment E).

Reimbursement request totals should be commensurate to the time spent processing by the Subrecipient and the Department.
- f. Receipts and/or backup documentation for any approved items that are authorized under this Agreement must be maintained by the Subrecipient consistent with record retention

requirements of this Agreement and be made available upon request by the Department and auditors.

- g. The Subrecipient must request **prior** written approval from Department Key Personnel to waive or extend a due date in the Timeline (Attachment E). For waived or extended reimbursement due dates, all allowable costs should be submitted on the next scheduled reimbursement due date contained in the Timeline. Waiving or missing deadlines serves as an indicator for assessing an agency's level of risk of noncompliance with the regulations, requirements, and the terms and conditions of the Agreement and may increase required monitoring activities. Any request for a waiver or extension of a due date in the Timeline will be treated as a request for Amendment of the Agreement. This request must be submitted to the Department Key Personnel sufficiently in advance of the due date to provide adequate time for Department review and consideration and may be granted or denied within the Department's sole discretion.
- h. All work under this Agreement must end on or before the Grant Agreement End Date, and the final reimbursement request must be submitted to the Department within the time period notated in the Timeline (Attachment E) except as otherwise authorized by either (1) written amendment of this Agreement or (2) written notification from the Department to the Subrecipient to provide additional time for completion of the Subrecipient's project(s).
- i. No costs for purchases of equipment/supplies will be reimbursed until the related equipment/supplies have been received by the Subrecipient, its contractor, or any non-federal entity to which the Subrecipient makes a subaward and is invoiced by the vendor.
- j. Failure to submit timely, accurate, and complete reports and reimbursement requests as required by this Agreement (including, but not limited to, those reports in the Timeline (Attachment E) will prohibit the Subrecipient from being reimbursed until such reports and reimbursement requests are submitted and the Department has had reasonable time to conduct its review.
- k. Final reimbursement requests will not be approved for payment until the Subrecipient is current with all reporting requirements contained in this Agreement.
- l. A written amendment will be required if the Subrecipient expects cumulative transfers to approved, direct budget categories, as identified in the Budget (Attachment F), to exceed ten percent (10%) of the Grant Agreement Amount. Any changes to budget category totals not in compliance with this paragraph will not be reimbursed without approval from the Department.
- m. Subrecipients shall only use federal award funds under this Agreement to supplement existing funds and will not use them to replace (supplant) non-federal funds that have been budgeted for the same purpose. The Subrecipient may be required to demonstrate and document that a reduction in non-federal resources occurred for reasons other than the receipt or expected receipt of federal funds.

3. REPORTING

- a. With each reimbursement request, the Subrecipient shall report how the expenditures, for which reimbursement is sought, relate to the Work Plan (Attachment D) activities in the format provided by the Department.
- b. With the final reimbursement request, the Subrecipient shall submit to the Department Key Personnel a final report (in the format provided by the Department) describing all completed activities under this Agreement, status of training course completion by individual personnel, how the match was met and documented, and progress made with NQS implementation.
- c. The Subrecipient shall comply with the Federal Funding Accountability and Transparency Act (FFATA) and related OMB Guidance consistent with Public Law 109-282 as amended by section 6202(a) of Public Law 110-252 (see 31 U.S.C. 6101 note) and complete and return to the Department an Audit Certification/FFATA Form. This form is required to be completed once per calendar year, per Subrecipient, and not per agreement. The

Department's Contracts Office will request the Subrecipient submit an updated form at the beginning of each calendar year in which the Subrecipient has an active agreement.

- d. To document compliance with the National Incident Management System (NIMS), the Subrecipient shall complete the annual NIMS survey conducted by EMD staff.

4. NIMS COMPLIANCE

- a. The National Incident Management System (NIMS) identifies concepts and principles that answer how to manage emergencies from preparedness to recovery regardless of their cause, size, location, or complexity. NIMS provides a consistent, nationwide approach and vocabulary for multiple agencies or jurisdictions to work together to build, sustain, and deliver the core capabilities needed to achieve a secure and resilient nation.
- b. Consistent implementation of NIMS provides a solid foundation across jurisdictions and disciplines to ensure effective and integrated preparedness, planning, and response. NIMS empowers the components of the National Preparedness System, a requirement of Presidential Policy Directive 8, to guide activities within the public and private sector and describes the planning, organizational activities, equipping, training, and exercising needed to build and sustain the core capabilities in support of the National Preparedness Goal.
- c. In order to receive federal preparedness funding from the Department, the Subrecipient must ensure and maintain adoption and implementation of NIMS. See Agreement Attachment A, Article II section 3.c. for associated reporting requirements. The list of objectives used for progress and achievement reporting can be found at <https://www.fema.gov/emergency-managers/nims/implementation-training>.
- d. Beginning with 23EMPG, FEMA is requiring phased implementation of the National Qualification System (NQS) for EMPG subrecipients. The NQS Implementation Objectives reflect the concepts and principles contained in NQS doctrine and aim to promote consistency in NQS implementation nationwide. Subrecipients will be considered in compliance with NQS requirements as long as they are working towards implementing the NQS Implementation Objectives can be found at https://www.fema.gov/sites/default/files/documents/fema_nims-nqs-implementation-objectives_fact-sheet.pdf. Only EMPG-funded deployable personnel (determined by the Subrecipient) will be required to meet NQS certification requirements.

For 23EMPG NQS Phase I of implementation, Subrecipients must:

- i. Document the plan for implementation of NQS to include a timeline and an analysis of which positions are subject to the requirement. FEMA has created an optional template which can be found at https://www.fema.gov/sites/default/files/documents/fema_nqs-sample-implemetation-plan.pptx. All plans should be kept with Agreement documents.
- ii. Describe the status of implementation as a part of the annual NIMS survey conducted by EMD staff at the end of the calendar year.
- iii. Note within the EMPG final report which EMPG funded personnel are categorized as deployable and status of implementation, as applicable.

5. EQUIPMENT AND SUPPLY MANAGEMENT

- a. The Subrecipient and any non-federal entity to which the Subrecipient makes a subaward shall comply with 2 CFR 200.317 through 200.327, and all Washington State procurement statutes, when procuring any equipment or supplies under this Agreement, 2 CFR 200.313 for management of equipment, and 2 CFR 200.314 for management of supplies, to include, but not limited to:
 - i. Upon successful completion of the terms of this Agreement, all equipment and supplies purchased through this Agreement will be owned by the Subrecipient, or a recognized non-federal entity to which the Subrecipient has made a

- subaward, for which a contract, Subrecipient grant agreement, or other means of legal transfer of ownership is in place.
- ii. All equipment, and supplies as applicable, purchased under this Agreement will be recorded and maintained in the Subrecipient's inventory system.
 - iii. Inventory system records shall include:
 - A. Description of the property
 - B. Manufacturer's serial number, or other identification number
 - C. Funding source for the property, including the Federal Award Identification Number (FAIN) (Face Sheet, Box 11)
 - D. Assistance Listings Number (Face Sheet, Box 13)
 - E. Who holds the title
 - F. Acquisition date
 - G. Cost of the property and the percentage of federal participation in the cost
 - H. Location, use, and condition of the property at the date the information was reported
 - I. Disposition data including the date of disposal and sale price of the property.
 - iv. The Subrecipient shall take a physical inventory of the equipment, and supplies as applicable, and reconcile the results with the property records at least once every two years. Any differences between quantities determined by the physical inspection and those shown in the records shall be investigated by the Subrecipient to determine the cause of the difference. The Subrecipient shall, in connection with the inventory, verify the existence, current utilization, and continued need for the equipment.
 - v. The Subrecipient shall be responsible for any and all operational and maintenance expenses and for the safe operation of the equipment and supplies including all questions of liability. The Subrecipient shall develop appropriate maintenance schedules and procedures to ensure the equipment, and supplies as applicable, are well maintained and kept in good operating condition.
 - vi. The Subrecipient shall develop a control system to ensure adequate safeguards to prevent loss, damage, and theft of the property. Any loss, damage, or theft shall be investigated, and a report generated and sent to the Department's Key Personnel.
 - vii. The Subrecipient must obtain and maintain all necessary certifications and licenses for the equipment.
 - viii. If the Subrecipient is authorized or required to sell the property, proper sales procedures must be established and followed to ensure the highest possible return. For disposition, if upon termination or at the Grant Agreement End Date, when original or replacement supplies or equipment acquired under a federal award are no longer needed for the original project or program or for other activities currently or previously supported by a federal awarding agency, the Subrecipient must comply with the following procedures:
 - A. For Supplies: If there is a residual inventory of unused supplies exceeding \$5,000 in total aggregate value upon termination or completion of the project or program and the supplies are not needed for any other federal award, the Subrecipient must retain the supplies for use on other activities or sell them, but must, in either case, compensate the federal government

for its share. The amount of compensation must be computed in the same manner as for equipment.

B. For Equipment:

- 1) Items with a current per-unit fair-market value of \$5,000 or less may be retained, sold, transferred, or otherwise disposed of with no further obligation to the federal awarding agency.
 - 2) Items with a current per-unit fair-market value in excess of \$5,000 may be retained or sold. The Subrecipient shall compensate the federal awarding agency in accordance with the requirements of 2 CFR 200.313 (e) (2).
- ix. Records for equipment shall be retained by the Subrecipient for a period of six years from the date of the disposition, replacement, or transfer. If any litigation, claim, or audit is started before the expiration of the six-year period, the records shall be retained by the Subrecipient until all litigation, claims, or audit findings involving the records have been resolved.
- b. The Subrecipient shall comply with the Department's Purchase Review Process, which is incorporated by reference and made part of this Agreement. No reimbursement will be provided unless the appropriate approval has been received.
- c. Allowable equipment categories for the grant program are listed on the Authorized Equipment List (AEL) located on the FEMA website at <https://www.fema.gov/grants/guidance-tools/authorized-equipment-list>. It is important that the Subrecipient and any non-federal entity to which the Subrecipient makes a subaward regard the AEL as an authorized purchasing list identifying items allowed under the specific grant program; the AEL includes items that may not be categorized as equipment according to the federal, state, local, and tribal definitions of equipment. The Subrecipient is solely responsible for ensuring and documenting purchased items under this Agreement are authorized as allowed items by the AEL at time of purchase.
- If the item is not identified on the AEL as allowable under the grant program, the Subrecipient must contact the Department Key Personnel for assistance in seeking FEMA approval **prior** to acquisition.
- d. Equipment purchases (those with a current per-unit fair market value in excess of \$5,000) must be identified and explained to the Department. Use, management, and disposition of such equipment is subject to requirements outlined in 2 CFR 200.313. Before making such purchases, the Subrecipient should analyze the cost benefits of purchasing versus leasing equipment, especially those subject to rapid technical advances.
- e. Unless expressly provided otherwise, all equipment must meet all mandatory regulatory state and DHS/FEMA adopted standards to be eligible for purchase using federal award funds.
- f. If funding is allocated to support emergency communications activities, the Subrecipient must ensure that all projects comply with SAFECOM Guidance on Emergency Communications Grants, located at <https://www.cisa.gov/safecom/funding>, including provisions on technical standards that ensure and enhance interoperable communications.
- g. Effective August 13, 2020, FEMA recipients and subrecipients, as well as their contractors and subcontractors, may not obligate or expend any FEMA award funds to:
- i. Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;

- ii. Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system; or
- iii. Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

This prohibition regarding certain telecommunications and video surveillance services or equipment is mandated by section 889 of the *John S. McCain National Defense Authorization Act for Fiscal Year 2019 (FY 2019 NDAA)*, Pub. L. No. 115-232 (2018) and 2 CFR 200.216, 200.327, 200.471, and Appendix II to 2CFR200. Recipients and subrecipients may use DHS/FEMA grant funding to procure replacement equipment and services impacted by this prohibition, provided the costs are otherwise consistent with the requirements of the Manual and the NOFO.

Per subsections 889(f)(2)-(3) of the FY 2019 NDAA, and 2 CFR 200.216, covered telecommunications equipment or services means:

- iv. Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities);
 - v. For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);
 - vi. Telecommunications or video surveillance services provided by such entities or using such equipment; or
 - vii. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.
- h. The Subrecipient must pass through equipment and supply management requirements that meet or exceed the requirements outlined above to any non-federal entity to which the Subrecipient makes a subaward under this Agreement.

6. ENVIRONMENTAL AND HISTORICAL PRESERVATION

- a. The Subrecipient shall ensure full compliance with the DHS/FEMA Environmental Planning and Historic Preservation (EHP) program. EHP program information can be found at <https://www.fema.gov/grants/guidance-tools/environmental-historic> all of which are incorporated in and made a part of this Agreement.
- b. Projects that have historical impacts or the potential to impact the environment, **including, but not limited to**, construction of communication towers; modification or renovation of existing buildings, structures and facilities; or new construction including replacement of facilities, must participate in the DHS/FEMA EHP review process prior to initiation. Modification of existing buildings, including minimally invasive improvements such as attaching monitors to interior walls, and training or exercises occurring outside in areas not considered previously disturbed, also require a DHS/FEMA EHP review before project initiation.
- c. The EHP review process involves the submission of a detailed project description that includes the entire scope of work, including any alternatives that may be under consideration, along with supporting documentation so FEMA may determine whether the proposed project has the potential to impact environmental resources and/or historic properties.

- d. The Subrecipient agrees that to receive any federal preparedness funding, all EHP compliance requirements outlined in applicable guidance must be met. The EHP review process **must be completed and FEMA approval received by the Subrecipient before any work is started** for which reimbursement will be later requested. Expenditures for projects started before completion of the EHP review process and receipt of approval by the Subrecipient will not be reimbursed.

7. PROCUREMENT

The Subrecipient shall comply with all procurement requirements of 2 CFR Part 200.317 through 200.327 and as specified in the General Terms and Conditions (Attachment B, A.10).

- a. For all contracts expected to exceed the simplified acquisition threshold, per 2 CFR 200.1, the Subrecipient must notify the Department. The Department may request pre-procurement documents, such as request for proposals, invitations for bids and independent cost estimates. This requirement must be passed on to any non-federal entity to which the Subrecipient makes a subaward, at which point the Subrecipient will be responsible for requesting and reviewing pre-procurement documents.
- b. For all sole source contracts expected to exceed the micro-purchase threshold per 2 CFR 200.1, the Subrecipient must submit justification to the Department for review and approval. This requirement must be passed on to any non-federal entity to which the Subrecipient makes a subaward, at which point the Subrecipient will be responsible for reviewing and approving sole source justifications to any non-federal entity to which Subrecipient makes any award.
- c. The Subrecipient as well as its contractors and subcontractors must comply with the Build America, Buy America Act (BABAA), which was enacted as a part of the Infrastructure Investment and Jobs Act §§ 70901-70297, Pub. L. No. 117-58 (2021); and Executive Order 14005, Ensuring the Future is Made in All of America by All of America's Workers. BABAA requires any infrastructure project receiving federal funding must ensure:
 - i. All iron and steel used in the project are produced in the United States. This means all manufacturing processes, from initial melting stage through the application of coatings, occurred in the United States.
 - ii. All manufactured products must be produced in the United States. For a manufactured product to be considered produced in the United States, the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States must be greater than 55% of the total cost of all minimum amount of domestic content of manufactured product, unless subject to another standard.
 - iii. All construction materials are manufactured in the United States. This means that all manufacturing processes for construction material occurred in the United States.

Additionally, applicable infrastructure projects are subject to domestic preference requirements. A domestic preference does not apply to non-infrastructure spending under an award that also includes a covered project. A domestic preference applies to an entire infrastructure project, even if it is funded by both federal and non-federal funds under one or more awards.

- i. Domestic preferences under BABAA only apply to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a domestic preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of or permanently affixed to the structure.
- ii. Infrastructure, for the purposes of BABAA, includes, at a minimum, the structures, facilities, and equipment for, in the United States, roads, highways and bridges;

public transportation; dams, ports, harbors and other maritime facilities; intercity passenger and freight railroads; freight and intermodal facilities; airports; water systems, including drinking water and wastewater systems; electrical transmission facilities and systems; utilities; broadband infrastructure; and buildings and real property. Infrastructure includes facilities that generate, transport, and distribute energy.

- iii. The Subrecipient's contractors and their subcontractors who apply or bid for an award for an infrastructure project subject to the domestic preference requirement in the BABAA shall file a required certification to the Subrecipient with each bid or offer for an infrastructure project, unless a domestic preference requirement is waived by FEMA. Contractors and subcontractors must certify that no federal financial assistance funding for infrastructure projects will be provided unless all the iron, steel, manufactured projects, and construction materials used in the project are produced in the United States. BABAA, Pub. L. No. 117-58, §§ 70901-52. Contractors and subcontractors shall also disclose any use of federal financial assistance for infrastructure projects that does not ensure compliance with BABAA domestic preference requirement. Such disclosures shall be forwarded to the Subrecipient who will forward them to the Department who, in turn, will forward the disclosures to FEMA. The Build America, Buy America Act Self-Certification form is included herein as Attachment G.

If the Subrecipient is interested in applying for a waiver, the Subrecipient should contact the Department Key Personnel to determine the requirements. All waiver requests must include a detailed justification for the use of goods, products, or materials mined, produced, or manufactured outside the United States and a certification that there was a good faith effort to solicit bids for domestic products supported by terms included in requests for proposals, contracts, and nonproprietary communications with potential suppliers.

8. SUBRECIPIENT MONITORING

- a. The Department will monitor the activities of the Subrecipient from award to closeout. The goal of the Department's monitoring activities is to ensure that subrecipients receiving federal pass-through funds are in compliance with this Agreement, federal and state audit requirements, federal grant guidance, and applicable federal and state financial regulations, as well as 2 CFR Part 200 Subpart F.
- b. To document compliance with 2 CFR Part 200 Subpart F requirements, the Subrecipient shall complete and return to the Department an Audit Certification/FFATA form. Reporting requirements are referenced in section 3.c.
- c. Monitoring activities may include, but are not limited to:
 - i. Review of financial and performance reports
 - ii. Monitoring and documenting the completion of Agreement deliverables
 - iii. Documentation of phone calls, meetings (e.g. agendas, sign-in sheets, meeting minutes), e-mails and correspondence
 - iv. Review of reimbursement requests and supporting documentation to ensure allowability and consistency with Agreement work plan, budget, and federal requirements
 - v. Observation and documentation of Agreement related activities, such as exercises, training, events, and equipment demonstrations
 - vi. On-site visits to review equipment records and inventories, to verify source documentation for reimbursement requests and performance reports, and to verify completion of deliverables.

- d. The Subrecipient is required to meet or exceed the monitoring activities, as outlined above, for any non-federal entity to which the Subrecipient makes a subaward as a pass-through entity under this Agreement.
- e. Compliance will be monitored throughout the performance period to assess risk. Concerns will be addressed through a Corrective Action Plan.

9. LIMITED ENGLISH PROFICIENCY (CIVIL RIGHTS ACT OF 1964 TITLE VI)

The Subrecipient must comply with the Title VI of the Civil Rights Act of 1964 (Title VI) prohibition against discrimination on the basis of national origin, which requires that subrecipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services. Providing meaningful access for persons with LEP may entail providing language assistance services, including oral interpretation and written translation. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency (August 11, 2000), requires federal agencies to issue guidance to recipients, assisting such organizations and entities in understanding their language access obligations. DHS published the required recipient guidance in April 2011, DHS Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons, 76 Fed. Reg. 21755-21768, (April 18, 2011). The Guidance provides helpful information such as how a recipient can determine the extent of its obligation to provide language services, selecting language services, and elements of an effective plan on language assistance for LEP persons. For additional assistance and information regarding language access obligations, please refer to the DHS Recipient Guidance at <https://www.dhs.gov/guidance-published-help-department-supported-organizations-provide-meaningful-access-people-limited> and additional resources on <https://www.lep.gov>.

B. EMPG PROGRAM SPECIFIC REQUIREMENTS

The Department receives EMPG funding from DHS/FEMA, to assist state, local, and tribal governments to enhance and sustain all-hazards emergency management capabilities as authorized by Robert T. Stafford Disaster Relief and Emergency Assistance Act, as amended (42 U.S.C. §§ 5121 et seq.) and Section 662 of the Post Katrina Emergency Management Act (6 U.S.C. § 762).

A portion of the grant program is passed through to local jurisdictions and tribes with emergency management programs to supplement their local/tribal operating budgets to help sustain and enhance emergency management capabilities pursuant to Washington Administrative Code (WAC) 118-09.

- a. The Subrecipient shall use the EMPG funds authorized under this Agreement only to perform tasks as described in the Work Plan (Attachment D) and the Subrecipient's approved application for funding, incorporated into this Agreement.
- b. Funding may not be used to replace or supplant non-federal funding of emergency management programs.
- c. The Subrecipient shall provide a fifty percent (50%) cash match from non-federal source(s). The Federal share applied toward the EMPG budget shall not exceed fifty percent of the total budget as submitted and approved in the application and documented in the Budget (Attachment F). To meet matching requirements, the Subrecipient's cash matching contributions must be verifiable, reasonable, allowable, allocable, and necessary under the grant program and must comply with all state and Federal requirements and regulations, including, but not limited to, 2 CFR Part 200. An appropriate mechanism must be in place to capture, track, and document matching funds.
- d. The Subrecipient shall participate in the State's Stakeholder Preparedness Review (SPR), Threat and Hazard Identification and Risk Assessment (THIRA), core capabilities assessments, and data calls. Non-participation may result in withholding of funding under future grant years.
- e. Subrecipients shall participate in the State's Integrated Preparedness Planning Workshop (IPPW). Non-participation may result in withholding of funding under future grant years.
- f. If funding is allocated to non-DHS FEMA training, the Subrecipient must request **prior** written approval from the Department Key Personnel before attending the training. The Department will coordinate approval with the State Training Point of Contact. Pursuant to DHS/FEMA Grant

Programs Directorate Information Bulletin No. 432, Review and Approval Requirements for Training Courses Funded Through Preparedness Grants, https://www.fema.gov/sites/default/files/2020-04/Training_Course_Review_and_Approval_IB_Final_7_19_18.pdf, the training must fall within the FEMA mission scope and be in alignment with the Subrecipient's Emergency Operations Plan. This requirement only applies to training courses and does not include attendance at conferences. Furthermore, additional federal approvals are required for courses that relate to Countering Violent Extremism prior to attendance.

- g. All personnel funded in any part through federal award or matching funds under this Agreement shall complete and record proof of completion of:
 - i. NIMS training Independent Study (IS): IS-100, IS-200, IS-700, and IS-800, and
 - ii. **Either** the FEMA Professional Development Series (PDS) IS-120, IS-230, IS-235, IS-240, IS-241, IS-242, and IS-244, **or** (2) the Emergency Management Professionals Program (EMPP) Basic Academy IS-230, E/L101, E/L 102, E/L103, E/L104 and E/L105.

C. DHS TERMS AND CONDITIONS

As a Subrecipient of 23EMPG funding, the Subrecipient shall comply with all applicable DHS terms and conditions of the 23EMPG Award Letter and its incorporated documents for the Grant, which are incorporated and made a part of this Agreement as Attachment C.

**Washington State Military Department
GENERAL TERMS AND CONDITIONS
Department of Homeland Security (DHS)/
Federal Emergency Management Agency (FEMA)
Grants**

A.1 DEFINITIONS

As used throughout this Agreement, the terms will have the same meaning as defined in 2 CFR 200 Subpart A (which is incorporated herein by reference), except as otherwise set forth below:

- a. **"Agreement"** means this Grant Agreement.
- b. **"Department"** means the Washington State Military Department, as a state agency, any division, section, office, unit or other entity of the Department, or any of the officers or other officials lawfully representing that Department. The Department is a recipient of a federal award directly from a federal awarding agency and is the pass-through entity making a subaward to a Subrecipient under this Agreement.
- c. **"Investment"** means the grant application submitted by the Subrecipient describing the project(s) for which federal funding is sought and provided under this Agreement. Such grant application is hereby incorporated into this Agreement by reference.
- d. **"Monitoring Activities"** means all administrative, financial, or other review activities that are conducted to ensure compliance with all state and federal laws, rules, regulations, authorities, and policies.
- e. **"Stakeholders Preparedness Report (SPR)"** The SPR is an annual three-step self-assessment of a community's capability levels based on the capability targets identified in the THIRA.
- f. **"Subrecipient"** when capitalized is primarily used throughout this Agreement in reference to the non-federal entity identified on the Face Sheet of this Agreement that has received a subaward from the Department. However, the definition of "Subrecipient" is the same as in 2 CFR 200.1 for all other purposes.
- g. **"Threat and Hazard Identification and Risk Assessment (THIRA)"** The THIRA is a three-step risk assessment. The THIRA helps communities understand their risks and determine the level of capability they need in order to address those risks. The outputs from this process lay the foundation for determining a community's capability gaps during the SPR process.

A.2 ADVANCE PAYMENTS PROHIBITED

The Department shall make no payments in advance or in anticipation of goods or services to be provided under this Agreement. Subrecipient shall not invoice the Department in advance of delivery and invoicing of such goods or services.

A.3 AMENDMENTS AND MODIFICATIONS

The Subrecipient or the Department may request, in writing, an amendment or modification of this Agreement. However, such amendment or modification shall not be binding, take effect or be incorporated herein until made in writing and signed by the authorized representatives of the Department and the Subrecipient. No other understandings or agreements, written or oral, shall be binding on the parties.

The Agreement performance period shall only be extended by (1) written notification of DHS/FEMA approval of the Award performance period, followed up with a mutually agreed written amendment, or (2) written notification from the Department to the Subrecipient to provide additional time for completion of the Subrecipient's project(s).

A.4 AMERICANS WITH DISABILITIES ACT (ADA) OF 1990, PUBLIC LAW 101-336, 42 U.S.C. 12101 ET SEQ. AND ITS IMPLEMENTING REGULATIONS ALSO REFERRED TO AS THE "ADA" 28 CFR Part 35.

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

A.5 ASSURANCES

The Department and Subrecipient agree that all activity pursuant to this Agreement will be in accordance with all the applicable current federal, state and local laws, rules and regulations.

A.6 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, OR INELIGIBILITY

As federal funds are a basis for this Agreement, the Subrecipient certifies that the Subrecipient is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in this Agreement by any federal department or agency.

The Subrecipient shall complete, sign, and return a *Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion* form located at <https://mil.wa.gov/requiredgrantforms>. Any such form completed by the Subrecipient for this Agreement shall be incorporated into this Agreement by reference.

Further, the Subrecipient agrees to comply with all applicable federal regulations concerning the federal debarment and suspension system, including 2 CFR Part 180. The Subrecipient certifies that it will ensure that potential contractors or subrecipients or any of their principals are not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in "covered transactions" by any federal department or agency. "Covered transactions" include procurement contracts for goods or services awarded under a non-procurement transaction (e.g., grant or cooperative agreement) that are expected to equal or exceed \$25,000, and subawards to subrecipients for any amount. With respect to covered transactions, the Subrecipient may comply with this provision by obtaining a certification statement from the potential contractor or subrecipient or by checking the System for Award Management (<https://sam.gov/SAM/>) maintained by the federal government. The Subrecipient also agrees not to enter into any arrangements or contracts with any party on the Washington State Department of Labor and Industries' "Debarred Contractor List" (<https://secure.lni.wa.gov/debarandstrike/ContractorDebarList.aspx>). The Subrecipient also agrees not to enter into any agreements or contracts for the purchase of goods and services with any party on the Department of Enterprise Services' *Debarred Vendor List* (<https://www.des.wa.gov/services/contracting-purchasing/doing-business-state/vendor-debarment>).

A.7 CERTIFICATION REGARDING RESTRICTIONS ON LOBBYING

As required by 44 CFR Part 18, the Subrecipient hereby certifies that to the best of its knowledge and belief: (1) no federally appropriated funds have been paid or will be paid by or on behalf of the Subrecipient to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement; (2) that if any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Agreement, grant, loan, or cooperative agreement, the Subrecipient will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; (3) and that, as applicable, the Subrecipient will require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all Subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into and is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352.

A.8 COMPLIANCE WITH APPLICABLE STATUTES, RULES AND DEPARTMENT POLICIES

The Subrecipient and all its contractors and subrecipients shall comply with, and the Department is not responsible for determining compliance with, any and all applicable federal, state, and local laws, regulations, executive orders, OMB Circulars, and/or policies. This obligation includes, but is not limited to: nondiscrimination laws and/or policies, Energy Policy and Conservation Act (PL 94-163, as amended), the Americans with Disabilities Act (ADA), Age Discrimination Act of 1975, Title VI of the Civil Rights Act of 1964, Civil Rights Act of 1968, the Robert T. Stafford Disaster Relief and Emergency Assistance Act, (PL 93-288, as amended), Ethics in Public Service (RCW 42.52), Covenant Against Contingent Fees (48 CFR Section 52.203-5), Public Records Act (RCW 42.56), Prevailing Wages on Public Works (RCW 39.12), State Environmental Policy Act (RCW 43.21C), Shoreline Management Act of 1971 (RCW 90.58),

State Building Code (RCW 19.27), Energy Related Building Standards (RCW 19.27A), Provisions in Buildings for Aged and Handicapped Persons (RCW 70.92), and safety and health regulations.

In the event of noncompliance or refusal to comply with any applicable law, regulation, executive order, OMB Circular or policy by the Subrecipient, its contractors or subrecipients, the Department may rescind, cancel, or terminate the Agreement in whole or in part in its sole discretion. The Subrecipient is responsible for all costs or liability arising from its failure, and that of its contractors and subrecipients, to comply with applicable laws, regulations, executive orders, OMB Circulars or policies.

A.9 CONFLICT OF INTEREST

No officer or employee of the Department; no member, officer, or employee of the Subrecipient or its designees or agents; no member of the governing body of the jurisdiction in which the project is undertaken or located; and no other official of the Subrecipient who exercises any functions or responsibilities with respect to the project during his or her tenure, shall have any personal or pecuniary gain or interest, direct or indirect, in any contract, subcontract, or the proceeds thereof, for work to be performed in connection with the project assisted under this Agreement.

The Subrecipient shall incorporate, or cause to incorporate, in all such contracts or subawards, a provision prohibiting such interest pursuant to this provision.

A.10 CONTRACTING & PROCUREMENT

a. The Subrecipient shall use a competitive procurement process in the procurement and award of any contracts with contractors or subcontractors that are entered into under the original agreement award. The procurement process followed shall be in accordance with 2 CFR Part 200.318, General procurement standards, through 200.327, Contract provisions.

As required by Appendix II to 2 CFR Part 200, all contracts entered into by the Subrecipient under this Agreement must include the following provisions, as applicable:

- 1) Contracts for more than the simplified acquisition threshold currently set at \$250,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.
- 2) All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-federal entity including the manner by which it will be effected and the basis for settlement.
- 3) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "*Equal Employment Opportunity*" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "*Amending Executive Order 11246 Relating to Equal Employment Opportunity*," and implementing regulations at 41 CFR part 60, "*Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor*."
- 4) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "*Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction*"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and

Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or Subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency.

- 5) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
- 6) Rights to Inventions Made Under a Contract or Agreement. If the federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or Subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or Subrecipient must comply with the requirements of 37 CFR Part 401, "*Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements*," and any implementing regulations issued by the awarding agency.
- 7) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
- 8) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "*Debarment and Suspension*." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.
- 9) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award.
- 10) Procurement of recovered materials -- As required by 2 CFR 200.323, a non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part

247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

- 11) Notice of federal awarding agency requirements and regulations pertaining to reporting.
- 12) Federal awarding agency requirements and regulations pertaining to copyrights and rights in data.
- 13) Access by the Department, the Subrecipient, the federal awarding agency, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the contractor which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts, and transcriptions.
- 14) Retention of all required records for six (6) years after the Subrecipient has made final payments and all other pending matters are closed.
- 15) Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).
- 16) Pursuant to Executive Order 13858 "*Strengthening Buy-American Preferences for Infrastructure Projects*," and as appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States, as required in 2 CFR Part 200.322, in every contract, subcontract, purchase order, or sub-award that is chargeable against federal financial assistance awards.
- 17) Per 2 C.F.R. § 200.216, prohibitions regarding certain telecommunications and video surveillance services or equipment are mandated by *section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (FY 2019 NDAA), Pub. L. No. 115-232 (2018)*.

- b. The Department reserves the right to review the Subrecipient's procurement plans and documents and require the Subrecipient to make changes to bring its plans and documents into compliance with the requirements of 2 CFR Part 200.317 through 200.327. The Subrecipient must ensure that its procurement process requires contractors and subcontractors to provide adequate documentation with sufficient detail to support the costs of the project and to allow both the Subrecipient and Department to make a determination on eligibility of project costs.
- c. All contracting agreements entered into pursuant to this Agreement shall incorporate this Agreement by reference.

A.11 DISCLOSURE

The use or disclosure by any party of any information concerning the Department for any purpose not directly connected with the administration of the Department's or the Subrecipient's responsibilities with respect to services provided under this Agreement is prohibited except by prior written consent of the Department or as required to comply with the state Public Records Act, other law or court order.

A.12 DISPUTES

Except as otherwise provided in this Agreement, when a bona fide dispute arises between the parties and it cannot be resolved through discussion and negotiation, either party may request a dispute resolution board to resolve the dispute. A request for a dispute resolution board shall be in writing, state the disputed issues, state the relative positions of the parties, and be sent to all parties. The board shall consist of a representative appointed by the Department, a representative appointed by the Subrecipient, and a third party mutually agreed upon by both parties. The determination of the dispute resolution board shall be final and binding on the parties hereto. Each party shall bear the cost for its member of the dispute resolution board and its attorney fees and costs and share equally the cost of the third board member.

A.13 LEGAL RELATIONS

It is understood and agreed that this Agreement is solely for the benefit of the parties to the Agreement and gives no right to any other party. No joint venture or partnership is formed as a result of this Agreement.

To the extent allowed by law, the Subrecipient, its successors or assigns, will protect, save and hold harmless the Department, the state of Washington, and the United States Government and their authorized agents and employees, from all claims, actions, costs, damages or expenses of any nature whatsoever by reason of the acts or omissions of the Subrecipient, its subcontractors, subrecipients, assigns, agents, contractors, consultants, licensees, invitees, employees or any person whomsoever arising out of or in connection with any acts or activities authorized by this Agreement.

To the extent allowed by law, the Subrecipient further agrees to defend the Department and the state of Washington and their authorized agents and employees in any litigation; including payment of any costs or attorneys' fees for any claims or action commenced thereon arising out of or in connection with acts or activities authorized by this Agreement.

This obligation shall not include such claims, costs, damages or expenses which may be caused by the sole negligence of the Department; provided, that if the claims or damages are caused by or result from the concurrent negligence of (1) the Department, and (2) the Subrecipient, its agents, or employees, this indemnity provision shall be valid and enforceable only to the extent of the negligence of the Subrecipient, or the Subrecipient's agents or employees.

Insofar as the funding source, FEMA is an agency of the Federal government, the following shall apply:

44 CFR 206.9 Non-liability. The Federal government shall not be liable for any claim based upon the exercise or performance of, or the failure to exercise or perform a discretionary function or duty on the part of a federal agency or an employee of the Federal government in carrying out the provisions of the Stafford Act.

A.14 LIMITATION OF AUTHORITY – AUTHORIZED SIGNATURE

The signatories to this Agreement represent that they have the authority to bind their respective organizations to this Agreement. Only the Department's Authorized Signature representative and the Authorized Signature representative of the Subrecipient or Alternate for the Subrecipient, formally designated in writing, shall have the express, implied, or apparent authority to alter, amend, modify, or waive any clause or condition of this Agreement. Any alteration, amendment, modification, or waiver of any clause or condition of this Agreement is not effective or binding unless made in writing and signed by both parties' Authorized Signature representatives, except as provided for time extensions in Article A.3.

Further, only the Authorized Signature representative or Alternate for the Subrecipient shall have signature authority to sign reimbursement requests, time extension requests, amendment and modification requests, requests for changes to projects or work plans, and other requests, certifications and documents authorized by or required under this Agreement.

A.15 LOSS OR REDUCTION OF FUNDING

In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of this Agreement and prior to normal completion or end date, the Department may unilaterally reduce the work plan and budget or unilaterally terminate all or part of the Agreement as a "Termination for Cause" without providing the Subrecipient an opportunity to cure. Alternatively, the parties may renegotiate the terms of this Agreement under "Amendments and Modifications" to comply with new funding limitations and conditions, although the Department has no obligation to do so.

A.16 NONASSIGNABILITY

Neither this Agreement, nor any claim arising under this Agreement, shall be transferred or assigned by the Subrecipient.

A.17 NONDISCRIMINATION

During the performance of this agreement, the Subrecipient shall comply with all federal and state nondiscrimination statutes and regulations. These requirements include, but are not limited to:

- a. Nondiscrimination in Employment: The Subrecipient shall not discriminate against any employee or applicant for employment because of race, color, sex, sexual orientation, religion, national origin, creed, marital status, age, Vietnam era or disabled veterans status, or the presence of any sensory,

mental, or physical handicap. This requirement does not apply, however, to a religious corporation, association, educational institution or society with respect to the employment of individuals of a particular religion to perform work connected with the carrying on by such corporation, association, educational institution or society of its activities.

- b. The Subrecipient shall take action to ensure that employees are employed and treated during employment without discrimination because of their race, color, sex, sexual orientation religion, national origin, creed, marital status, age, Vietnam era or disabled veterans status, or the presence of any sensory, mental, or physical handicap. Such action shall include, but not be limited to, the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment selection for training, including apprenticeships and volunteers.

A.18 NOTICES

The Subrecipient shall comply with all public notices or notices to individuals required by applicable local, state and federal laws and regulations and shall maintain a record of this compliance.

A.19 OCCUPATIONAL SAFETY/HEALTH ACT and WASHINGTON INDUSTRIAL SAFETY/HEALTH ACT (OSHA/WISHA)

The Subrecipient represents and warrants that its workplace does now or will meet all applicable federal and state safety and health regulations that are in effect during the Subrecipient's performance under this Agreement. To the extent allowed by law, the Subrecipient further agrees to indemnify and hold harmless the Department and its employees and agents from all liability, damages and costs of any nature, including, but not limited to, costs of suits and attorneys' fees assessed against the Department, as a result of the failure of the Subrecipient to so comply.

A.20 OWNERSHIP OF PROJECT/CAPITAL FACILITIES

The Department makes no claim to any capital facilities or real property improved or constructed with funds under this Agreement, and by this subaward of funds does not and will not acquire any ownership interest or title to such property of the Subrecipient. The Subrecipient shall assume all liabilities and responsibilities arising from the ownership and operation of the project and agrees to defend, indemnify, and hold the Department, the state of Washington, and the United States government harmless from any and all causes of action arising from the ownership and operation of the project.

A.21 POLITICAL ACTIVITY

No portion of the funds provided herein shall be used for any partisan political activity or to further the election or defeat of any candidate for public office or influence the approval or defeat of any ballot issue.

A.22 PROHIBITION AGAINST PAYMENT OF BONUS OR COMMISSION

The assistance provided under this Agreement shall not be used in payment of any bonus or commission for the purpose of obtaining approval of the application for such assistance or any other approval or concurrence under this Agreement provided, however, that reasonable fees or bona fide technical consultant, managerial, or other such services, other than actual solicitation, are not hereby prohibited if otherwise eligible as project costs.

A.23 PUBLICITY

The Subrecipient agrees to submit to the Department prior to issuance all advertising and publicity matters relating to this Agreement wherein the Department's name is mentioned, or language used from which the connection of the Department's name may, in the Department's judgment, be inferred or implied. The Subrecipient agrees not to publish or use such advertising and publicity matters without the prior written consent of the Department. The Subrecipient may copyright original work it develops in the course of or under this Agreement; however, pursuant to 2 CFR Part 200.315, FEMA reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use the work for government purposes.

Publication resulting from work performed under this Agreement shall include an acknowledgement of FEMA's financial support, by the Assistance Listings Number (formerly CFDA Number), and a statement that the publication does not constitute an endorsement by FEMA or reflect FEMA's views.

A.24 RECAPTURE PROVISION

In the event the Subrecipient fails to expend funds under this Agreement in accordance with applicable federal, state, and local laws, regulations, and/or the provisions of the Agreement, the Department reserves the right to recapture funds in an amount equivalent to the extent of noncompliance. Such right

of recapture shall exist for the life of the project following Agreement termination. Repayment by the Subrecipient of funds under this recapture provision shall occur within 30 days of demand. In the event the Department is required to institute legal proceedings to enforce the recapture provision, the Department shall be entitled to its costs and expenses thereof, including attorney fees from the Subrecipient.

A.25 RECORDS

- a. The Subrecipient agrees to maintain all books, records, documents, receipts, invoices and all other electronic or written records necessary to sufficiently and properly reflect the Subrecipient's contracts, subawards, grant administration, and payments, including all direct and indirect charges, and expenditures in the performance of this Agreement (the "records").
- b. The Subrecipient's records related to this Agreement and the projects funded may be inspected and audited by the Department or its designee, by the Office of the State Auditor, DHS, FEMA or their designees, by the Comptroller General of the United States or its designees, or by other state or federal officials authorized by law, for the purposes of determining compliance by the Subrecipient with the terms of this Agreement and to determine the appropriate level of funding to be paid under the Agreement.
- c. The records shall be made available by the Subrecipient for such inspection and audit, together with suitable space for such purpose, at any and all times during the Subrecipient's normal working day.
- d. The Subrecipient shall retain and allow access to all records related to this Agreement and the funded project(s) for a period of at least six (6) years following final payment and closure of the grant under this Agreement. Despite the minimum federal retention requirement of three (3) years, the more stringent State requirement of six (6) years must be followed.

A.26 RESPONSIBILITY FOR PROJECT/STATEMENT OF WORK/WORK PLAN

While the Department undertakes to assist the Subrecipient with the project/statement of work/work plan (project) by providing federal award funds pursuant to this Agreement, the project itself remains the sole responsibility of the Subrecipient. The Department undertakes no responsibility to the Subrecipient, or to any third party, other than as is expressly set out in this Agreement.

The responsibility for the design, development, construction, implementation, operation and maintenance of the project, as these phrases are applicable to this project, is solely that of the Subrecipient, as is responsibility for any claim or suit of any nature by any third party related in any way to the project.

Prior to the start of any construction activity, the Subrecipient shall ensure that all applicable federal, state, and local permits and clearances are obtained, including, but not limited to, FEMA compliance with the National Environmental Policy Act, the National Historic Preservation Act, the Endangered Species Act, and all other environmental laws, regulations, and executive orders.

The Subrecipient shall defend, at its own cost, any and all claims or suits at law or in equity, which may be brought against the Subrecipient in connection with the project. The Subrecipient shall not look to the Department, or to any state or federal agency, or to any of their employees or agents, for any performance, assistance, or any payment or indemnity, including, but not limited to, cost of defense and/or attorneys' fees, in connection with any claim or lawsuit brought by any third party related to any design, development, construction, implementation, operation and/or maintenance of a project.

A.27 SEVERABILITY

If any court of rightful jurisdiction holds any provision or condition under this Agreement or its application to any person or circumstances invalid, this invalidity does not affect other provisions, terms or conditions of the Agreement, which can be given effect without the invalid provision. To this end, the terms and conditions of this Agreement are declared severable.

A.28 SINGLE AUDIT ACT REQUIREMENTS (including all AMENDMENTS)

The Subrecipient shall comply with and include the following audit requirements in any subawards.

Non-federal entities, as Subrecipients of a federal award, that expend **\$750,000** or more in one fiscal year of federal funds from all sources, direct and indirect, are required to have a single or a program-specific audit conducted in accordance with 2 CFR Part 200 Subpart F. Non-federal entities that spend less than **\$750,000** a year in federal awards are exempt from federal audit requirements for that year, except as noted in 2 CFR Part 200 Subpart F. As defined in 2 CFR Part 200, the term "non-federal entity"

means a state, local government, Indian tribe, institution of higher education, or nonprofit organization that carries out a federal award as a recipient or subrecipient.

Subrecipients that are required to have an audit must ensure the audit is performed in accordance with Generally Accepted Government Auditing Standards (GAGAS) as found in the Government Auditing Standards (the Revised Yellow Book) developed by the United States Comptroller General and the OMB Compliance Supplement. The Subrecipient has the responsibility of notifying its auditor and requesting an audit in compliance with 2 CFR Part 200 Subpart F, to include the Washington State Auditor's Office, a federal auditor, or a public accountant performing work using GAGAS, as appropriate. Costs of the audit may be an allowable grant expenditure as authorized by 2 CFR Part 200.425.

The Subrecipient shall maintain auditable records and accounts so as to facilitate the audit requirement and shall ensure that any subcontractors also maintain auditable records. The Subrecipient is responsible for any audit exceptions incurred by its own organization or that of its subcontractors. Responses to any unresolved management findings and disallowed or questioned costs shall be included with the audit report. The Subrecipient must respond to Department requests for information or corrective action concerning audit issues or findings within 30 days of the date of request. The Department reserves the right to recover from the Subrecipient all disallowed costs resulting from the audit.

After the single audit has been completed, and if it includes any audit findings, the Subrecipient must send a full copy of the audit and its Corrective Action Plan to the Department at the following address no later than nine (9) months after the end of the Subrecipient's fiscal year(s):

**Contracts Office
Washington Military Department
Finance Division, Building #1 TA-20
Camp Murray, WA 98430-5032**

OR

Contracts.Office@mil.wa.gov

The Department retains the sole discretion to determine whether a valid claim for an exemption from the audit requirements of this provision has been established.

Conducting a single or program-specific audit in compliance with 2 CFR Part 200 Subpart F is a material requirement of this Agreement. In the absence of a valid claim of exemption from the audit requirements of 2 CFR Part 200 Subpart F, the Subrecipient's failure to comply with said audit requirements may result in one or more of the following actions in the Department's sole discretion: a percentage of federal awards being withheld until the audit is completed in accordance with 2 CFR Part 200 Subpart F; the withholding or disallowing of overhead costs; the suspension of federal awards until the audit is conducted and submitted; or termination of the federal award.

A.29 SUBRECIPIENT NOT EMPLOYEE

The Subrecipient, and/or employees or agents performing under this Agreement, are not employees or agents of the Department in any manner whatsoever. The Subrecipient will not be presented as nor claim to be an officer or employee of the Department or of the State of Washington by reason hereof, nor will the Subrecipient make any claim, demand, or application to or for any right, privilege or benefit applicable to an officer or employee of the Department or of the State of Washington, including, but not limited to, Workers' Compensation coverage, unemployment insurance benefits, social security benefits, retirement membership or credit, or privilege or benefit which would accrue to a civil service employee under Chapter 41.06 RCW; OFM Reg. 4.3.1.1.8.

It is understood that if the Subrecipient is another state department, state agency, state university, state college, state community college, state board, or state commission, that the officers and employees are employed by the State of Washington in their own right.

If the Subrecipient is an individual currently employed by a Washington State agency, the Department shall obtain proper approval from the employing agency or institution before entering into this contract. A statement of "no conflict of interest" shall be submitted to the Department.

A.30 TAXES, FEES AND LICENSES

Unless otherwise provided in this Agreement, the Subrecipient shall be responsible for, pay and maintain in current status all taxes, unemployment contributions, fees, licenses, assessments, permit charges and

expenses of any other kind for the Subrecipient or its staff required by statute or regulation that are applicable to Agreement performance.

A.31 TERMINATION FOR CONVENIENCE

Notwithstanding any provisions of this Agreement, the Subrecipient may terminate this Agreement by providing written notice of such termination to the Department Key Personnel identified in the Agreement, specifying the effective date thereof, at least thirty (30) days prior to such date.

Except as otherwise provided in this Agreement, the Department, in its sole discretion and in the best interests of the state of Washington, may terminate this Agreement in whole or in part ten (10) business days after emailing notice. Upon notice of termination for convenience, the Department reserves the right to suspend all or part of the Agreement, withhold further payments, or prohibit the Subrecipient from incurring additional obligations of funds. In the event of termination, the Subrecipient shall be liable for all damages as authorized by law. The rights and remedies of the Department provided for in this section shall not be exclusive and are in addition to any other rights and remedies provided by law.

A.32 TERMINATION OR SUSPENSION FOR LOSS OF FUNDING

The Department may unilaterally terminate or suspend all or part of this Grant Agreement, or may reduce its scope of work and budget, if there is a reduction in funds by the source of those funds, and if such funds are the basis for this Grant Agreement. The Department will email the Subrecipient ten (10) business days prior to termination.

A.33 TERMINATION OR SUSPENSION FOR CAUSE

In the event the Department, in its sole discretion, determines the Subrecipient has failed to fulfill in a timely and proper manner its obligations under this Agreement, is in an unsound financial condition so as to endanger performance hereunder, is in violation of any laws or regulations that render the Subrecipient unable to perform any aspect of the Agreement, or has violated any of the covenants, agreements or stipulations of this Agreement, the Department has the right to immediately suspend or terminate this Agreement in whole or in part.

The Department may notify the Subrecipient in writing of the need to take corrective action and provide a period of time in which to cure. The Department is not required to allow the Subrecipient an opportunity to cure if it is not feasible as determined solely within the Department's discretion. Any time allowed for cure shall not diminish or eliminate the Subrecipient's liability for damages or otherwise affect any other remedies available to the Department. If the Department allows the Subrecipient an opportunity to cure, the Department shall notify the Subrecipient in writing of the need to take corrective action. If the corrective action is not taken within ten (10) calendar days or as otherwise specified by the Department, or if such corrective action is deemed by the Department to be insufficient, the Agreement may be terminated in whole or in part.

The Department reserves the right to suspend all or part of the Agreement, withhold further payments, or prohibit the Subrecipient from incurring additional obligations of funds during investigation of the alleged compliance breach, pending corrective action by the Subrecipient, if allowed, or pending a decision by the Department to terminate the Agreement in whole or in part.

In the event of termination, the Subrecipient shall be liable for all damages as authorized by law, including, but not limited to, any cost difference between the original Agreement and the replacement or cover Agreement and all administrative costs directly related to the replacement Agreement, e.g., cost of administering the competitive solicitation process, mailing, advertising and other associated staff time. The rights and remedies of the Department provided for in this section shall not be exclusive and are in addition to any other rights and remedies provided by law.

If it is determined that the Subrecipient: (1) was not in default or material breach, or (2) failure to perform was outside of the Subrecipient's control, fault or negligence, the termination shall be deemed to be a termination for convenience.

A.34 TERMINATION PROCEDURES

In addition to the procedures set forth below, if the Department terminates this Agreement, the Subrecipient shall follow any procedures specified in the termination notice. Upon termination of this Agreement and in addition to any other rights provided in this Agreement, the Department may require the Subrecipient to deliver to the Department any property specifically produced or acquired for the performance of such part of this Agreement as has been terminated.

If the termination is for convenience, the Department shall pay to the Subrecipient as an agreed upon price, if separately stated, for properly authorized and completed work and services rendered or goods delivered to and accepted by the Department prior to the effective date of Agreement termination, the amount agreed upon by the Subrecipient and the Department for (i) completed work and services and/or equipment or supplies provided for which no separate price is stated, (ii) partially completed work and services and/or equipment or supplies provided which are accepted by the Department, (iii) other work, services and/or equipment or supplies which are accepted by the Department, and (iv) the protection and preservation of property.

Failure to agree with such amounts shall be a dispute within the meaning of the "Disputes" clause of this Agreement. If the termination is for cause, the Department shall determine the extent of the liability of the Department. The Department shall have no other obligation to the Subrecipient for termination. The Department may withhold from any amounts due the Subrecipient such sum as the Department determines to be necessary to protect the Department against potential loss or liability.

The rights and remedies of the Department provided in this Agreement shall not be exclusive and are in addition to any other rights and remedies provided by law.

After receipt of a notice of termination, and except as otherwise directed by the Department in writing, the Subrecipient shall:

- a. Stop work under the Agreement on the date, and to the extent specified, in the notice;
- b. Place no further orders or contracts for materials, services, supplies, equipment and/or facilities in relation to this Agreement except as may be necessary for completion of such portion of the work under the Agreement as is not terminated;
- c. Assign to the Department, in the manner, at the times, and to the extent directed by the Department, all of the rights, title, and interest of the Subrecipient under the orders and contracts so terminated, in which case the Department has the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders and contracts;
- d. Settle all outstanding liabilities and all claims arising out of such termination of orders and contracts, with the approval or ratification of the Department to the extent the Department may require, which approval or ratification shall be final for all the purposes of this clause;
- e. Transfer title to the Department and deliver in the manner, at the times, and to the extent directed by the Department any property which, if the Agreement had been completed, would have been required to be furnished to the Department;
- f. Complete performance of such part of the work as shall not have been terminated by the Department in compliance with all contractual requirements; and
- g. Take such action as may be necessary, or as the Department may require, for the protection and preservation of the property related to this Agreement which is in the possession of the Subrecipient and in which the Department has or may acquire an interest.

A.35 MINORITY AND WOMEN-OWNED BUSINESS ENTERPRISES

In accordance with the legislative findings and policies set forth in Chapter 39.19 RCW, the State of Washington encourages participation in all its contracts by MWBE firms certified by the Office of Minority and Women's Business Enterprises (OMWBE). To the extent possible, the Subrecipient will solicit and encourage minority-owned and women-owned business enterprises who are certified by the OMWBE under the state of Washington certification program to apply and compete for work under this contract. Voluntary numerical MWBE participation goals have been established, and are indicated herein: Minority Business Enterprises: (MBE's): 10% and Woman's Business Enterprises (WBE's): 6%.

A.36 VENUE

This Agreement shall be construed and enforced in accordance with, and the validity and performance shall be governed by, the laws of the state of Washington. Venue of any suit between the parties arising out of this Agreement shall be the Superior Court of Thurston County, Washington. The Subrecipient, by execution of this Agreement, acknowledges the jurisdiction of the courts of the state of Washington.

A.37 WAIVERS

No conditions or provisions of this Agreement can be waived unless approved in advance by the Department in writing. The Department's failure to insist upon strict performance of any provision of the Agreement or to exercise any right based upon a breach thereof, or the acceptance of any performance during such breach, shall not constitute a waiver of any right under this Agreement.

**23EMPG Award Letter
EMS-2023-EP-00002****Award Letter**

U.S. Department of Homeland Security
Washington, D.C. 20472

Bret Daugherty
Washington Military Department
Building 20
Camp Murray, WA 98430 - 5122

Re: Grant No.EMS-2023-EP-00002

Dear Bret Daugherty:

Congratulations, on behalf of the Department of Homeland Security, your application for financial assistance submitted under the Fiscal Year (FY) 2023 Emergency Management Performance Grants has been approved in the amount of \$7,585,716.00. As a condition of this award, you are required to contribute a cost match in the amount of \$7,585,716.00 of non-Federal funds, or 50 percent of the total approved project costs of \$15,171,432.00.

Before you request and receive any of the Federal funds awarded to you, you must establish acceptance of the award. By accepting this award, you acknowledge that the terms of the following documents are incorporated into the terms of your award:

- Agreement Articles (attached to this Award Letter)
- Obligating Document (attached to this Award Letter)
- FY 2023 Emergency Management Performance Grants Notice of Funding Opportunity.
- FEMA Preparedness Grants Manual

Please make sure you read, understand, and maintain a copy of these documents in your official file for this award.

In order to establish acceptance of the award and its terms, please follow these instructions:

Step 1: Please log in to the ND Grants system at <https://portal.fema.gov>.

Step 2: After logging in, you will see the Home page with a Pending Tasks menu. Click on the Pending Tasks menu, select the Application sub-menu, and then click the link for "Award Offer Review" tasks. This link will navigate you to Award Packages that are pending review.

Step 3: Click the Review Award Package icon (wrench) to review the Award Package and accept or decline the award. Please save or print the Award Package for your records.

System for Award Management (SAM): Grant recipients are to keep all of their information up to date in SAM, in particular, your organization's name, address, Unique Entity Identifier (UEI) number, EIN and banking information. Please ensure that the UEI number used in SAM is the same one used to apply for all FEMA awards. Future payments will be contingent on the information provided in the SAM; therefore, it is imperative that the information is correct. The System for Award Management is located at <http://www.sam.gov>.

If you have any questions or have updated your information in SAM, please let your Grants Management Specialist (GMS) know as soon as possible. This will help us to make the necessary updates and avoid any interruptions in the payment process.

PATRICK GERARD MARCHAM

U.S. Department of Homeland Security
Washington, D.C. 20472

AGREEMENT ARTICLES
Emergency Management Performance Grants

GRANTEE: Washington Military Department
PROGRAM: Emergency Management Performance Grants
AGREEMENT NUMBER: EMS-2023-EP-00002-S01

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Article I - DHS Standard Terms and Conditions Generally

The Fiscal Year (FY) 2023 DHS Standard Terms and Conditions apply to all new federal financial assistance awards funded in FY 2023. These terms and conditions flow down to subrecipients unless an award term or condition specifically indicates otherwise. The United States has the right to seek judicial enforcement of these obligations. All legislation and digital resources are referenced with no digital links. The FY 2023 DHS Standard Terms and Conditions will be housed on dhs.gov at www.dhs.gov/publication/fy15-dhs-standard-terms-and-conditions.

Article II - Assurances, Administrative Requirements, Cost Principles, Representations and Certifications

I. DHS financial assistance recipients must complete either the Office of Management and Budget (OMB) Standard Form 424B Assurances - Non-Construction Programs, or OMB Standard Form 424D Assurances - Construction Programs, as applicable. Certain assurances in these documents may not be applicable to your program, and the DHS financial assistance office (DHS FAO) may require applicants to certify additional assurances. Applicants are required to fill out the assurances as instructed by the awarding agency.

II. DHS financial assistance recipients are required to follow the applicable provisions of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards located at Title 2, Code of Federal Regulations (C.F.R.) Part 200 and adopted by DHS at 2 C.F.R. Part 3002.

III. By accepting this agreement, recipients, and their executives, as defined in 2 C.F.R. section 170.315, certify that their policies are in accordance with OMB's guidance located at 2 C.F.R. Part 200, all applicable federal laws, and relevant Executive guidance.

Article III - General Acknowledgements and Assurances

All recipients, subrecipients, successors, transferees, and assignees must acknowledge and agree to comply with applicable provisions governing DHS access to records, accounts, documents, information, facilities, and staff.

I. Recipients must cooperate with any DHS compliance reviews or compliance investigations conducted by DHS.

II. Recipients must give DHS access to examine and copy records, accounts, and other documents and sources of information related to the federal financial assistance award and permit access to facilities or personnel.

III. Recipients must submit timely, complete, and accurate reports to the appropriate DHS officials and maintain appropriate backup documentation to support the reports.

IV. Recipients must comply with all other special reporting, data collection, and evaluation requirements, as prescribed by law, or detailed in program guidance.

V. Recipients (as defined in 2 C.F.R. Part 200 and including recipients acting as pass-through entities) of federal financial assistance from DHS or one of its awarding component agencies must complete the DHS Civil Rights Evaluation Tool within thirty (30) days of receipt of the Notice of Award for the first award under which this term applies. Recipients of multiple awards of DHS financial assistance should only submit one completed tool for their organization, not per award. After the initial submission, recipients are required to complete the tool once every two (2) years if they have an active award, not every time an award is made. Recipients should submit the completed tool, including supporting materials, to CivilRightsEvaluation@hq.dhs.gov. This tool clarifies the civil rights obligations and related reporting requirements contained in the DHS Standard Terms and Conditions. Subrecipients are not required to complete and submit this tool to DHS. The evaluation tool can be found at <https://www.dhs.gov/publication/dhs-civil-rights-evaluation-tool>. DHS Civil Rights Evaluation Tool | Homeland Security

The DHS Office for Civil Rights and Civil Liberties will consider, in its discretion, granting an extension if the recipient identifies steps and a timeline for completing the tool. Recipients should request extensions by emailing the request to CivilRightsEvaluation@hq.dhs.gov prior to expiration of the 30-day deadline.

Article IV - Acknowledgement of Federal Funding from DHS

Recipients must acknowledge their use of federal funding when issuing statements, press releases, requests for proposal, bid invitations, and other documents describing projects or programs funded in whole or in part with federal funds.

Article V - Activities Conducted Abroad

Recipients must ensure that project activities performed outside the United States are coordinated as necessary with appropriate government authorities and that appropriate licenses, permits, or approvals are obtained.

Article VI - Age Discrimination Act of 1975

Recipients must comply with the requirements of the Age Discrimination Act of 1975, Public Law 94-135 (1975) (codified as amended at Title 42, U.S. Code, section 6101 et seq.), which prohibits discrimination on the basis of age in any program or activity receiving federal financial assistance.

Article VII - Americans with Disabilities Act of 1990

Recipients must comply with the requirements of Titles I, II, and III of the Americans with Disabilities Act, Pub. L. 101-336 (1990) (codified as amended at 42 U.S.C. sections 12101? 12213), which prohibits recipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities.

Article VIII - Best Practices for Collection and Use of Personally Identifiable Information

Recipients who collect personally identifiable information (PII) are required to have a publicly available privacy policy that describes standards on the usage and maintenance of the PII they collect. DHS defines PII as any information that permits the identity of an individual to be directly or indirectly inferred, including any information that is linked or linkable to that individual. Recipients may also find the DHS Privacy Impact Assessments: Privacy Guidance and Privacy Template as useful resources respectively.

Article IX - Civil Rights Act of 1964 - Title VI

Recipients must comply with the requirements of Title VI of the Civil Rights Act of 1964 (codified as amended at 42 U.S.C. section 2000d et seq.), which provides that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance. DHS implementing regulations for the Act are found at 6 C.F.R. Part 21 and 44 C.F.R. Part 7.

Article X - Civil Rights Act of 1968

Recipients must comply with Title VIII of the Civil Rights Act of 1968, Pub. L. 90-284, as amended through Pub. L. 113-4, which prohibits recipients from discriminating in the sale, rental, financing, and advertising of dwellings, or in the provision of services in connection therewith, on the basis of race, color, national origin, religion, disability, familial status, and sex (see 42 U.S.C. section 3601 et seq.), as implemented by the U.S. Department of Housing and Urban Development at 24 C.F.R. Part 100. The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units-i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators)-be designed and constructed with certain accessible features. (See 24 C.F.R. Part 100, Subpart D.)

Article XI - Copyright

Recipients must affix the applicable copyright notices of 17 U.S.C. sections 401 or 402 and an acknowledgement of U.S. Government sponsorship (including the award number) to any work first produced under federal financial assistance awards.

Article XII - Debarment and Suspension

Recipients are subject to the non-procurement debarment and suspension regulations implementing Executive Orders (E.O.) 12549 and 12689, which are at 2 C.F.R. Part 180 as adopted by DHS at 2 C.F.R. Part 3002. These regulations restrict federal financial assistance awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs or activities.

Article XIII - Drug-Free Workplace Regulations

Recipients must comply with drug-free workplace requirements in Subpart B (or Subpart C, if the recipient is an individual) of 2 C.F.R. Part 3001, which adopts the Government-wide implementation (2 C.F.R. Part 182) of Sec. 5152-5158 of the Drug-Free Workplace Act of 1988 (41 U.S.C. sections 8101-8106).

Article XIV - Duplication of Benefits

Any cost allocable to a particular federal financial assistance award provided for in 2 C.F.R. Part 200, Subpart E may not be charged to other federal financial assistance awards to overcome fund deficiencies; to avoid restrictions imposed by federal statutes, regulations, or federal financial assistance award terms and conditions; or for other reasons. However, these prohibitions would not preclude recipients from shifting costs that are allowable under two or more awards in accordance with existing federal statutes, regulations, or the federal financial assistance award terms and conditions may not be charged to other federal financial assistance awards to overcome fund deficiencies; to avoid restrictions imposed by federal statutes, regulations, or federal financial assistance award terms and conditions; or for other reasons.

Article XV - Education Amendments of 1972 (Equal Opportunity in Education Act) - Title IX

Recipients must comply with the requirements of Title IX of the Education Amendments of 1972, Pub. L. 92-318 (1972) (codified as amended at 20 U.S.C. section 1681 et seq.), which provide that no person in the United States will, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any educational program or activity receiving federal financial assistance. DHS implementing regulations are codified at 6 C.F.R. Part 17 and 44 C.F.R. Part 19.

Article XVI - E.O. 14074 - Advancing Effective, Accountable Policing and Criminal Justice Practices to Enhance Public Trust and Public Safety

Recipient State, Tribal, local, or territorial law enforcement agencies must comply with the requirements of section 12(c) of E.O. 14074. Recipient State, Tribal, local, or territorial law enforcement agencies are also encouraged to adopt and enforce policies consistent with E.O. 14074 to support safe and effective policing.

Article XVII - Energy Policy and Conservation Act

Recipients must comply with the requirements of the Energy Policy and Conservation Act, Pub. L. 94- 163 (1975) (codified as amended at 42 U.S.C. section 6201 et seq.), which contain policies relating to energy efficiency that are defined in the state energy conservation plan issued in compliance with this Act.

Article XVIII - False Claims Act and Program Fraud Civil Remedies

Recipients must comply with the requirements of the False Claims Act, 31 U.S.C. sections 3729- 3733, which prohibit the submission of false or fraudulent claims for payment to the Federal Government. (See 31 U.S.C. sections 3801-3812, which details the administrative remedies for false claims and statements made.)

Article XIX - Federal Debt Status

All recipients are required to be non-delinquent in their repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. (See OMB Circular A-129.)

Article XX - Federal Leadership on Reducing Text Messaging while Driving

Recipients are encouraged to adopt and enforce policies that ban text messaging while driving as described in E.O. 13513, including conducting initiatives described in Section 3(a) of the Order when on official government business or when performing any work for or on behalf of the Federal Government.

Article XXI - Fly America Act of 1974

Recipients must comply with Preference for U.S. Flag Air Carriers (air carriers holding certificates under 49 U.S.C.) for international air transportation of people and property to the extent that such service is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974, 49 U.S.C. section 40118, and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B-138942.

Article XXII - Hotel and Motel Fire Safety Act of 1990

Recipients must ensure that all conference, meeting, convention, or training space funded in whole or in part with federal funds complies with the fire prevention and control guidelines of Section 6 of the Hotel and Motel Fire Safety Act of 1990, 15 U.S.C. section 2225a.

Article XXIII - John S. McCain National Defense Authorization Act of Fiscal Year 2019

Recipients, subrecipients, and their contractors and subcontractors are subject to the prohibitions described in section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232 (2018) and 2 C.F.R. sections 200.216, 200.327, 200.471, and Appendix II to 2 C.F.R. Part 200. Beginning August 13, 2020, the statute - as it applies to DHS recipients, subrecipients, and their contractors and subcontractors - prohibits obligating or expending federal award funds on certain telecommunications and video surveillance products and contracting with certain entities for national security reasons.

Article XXIV - Limited English Proficiency (Civil Rights Act of 1964 - Title VI)

Recipients must comply with Title VI of the Civil Rights Act of 1964, (42 U.S.C. section 2000d et seq.) prohibition against discrimination on the basis of national origin, which requires that recipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services. For additional assistance and information regarding language access obligations, please refer to the DHS Recipient Guidance: <https://www.dhs.gov/guidance-published-help-department-supported-organizations-provide-meaningful-access-people-limited> and additional resources on <http://www.lep.gov>.

Article XXV - Lobbying Prohibitions

Recipients must comply with 31 U.S.C. section 1352, which provides that none of the funds provided under a federal financial assistance award may be expended by the recipient to pay any person to influence, or attempt 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 any federal action related to a federal award or contract, including any extension, continuation, renewal, amendment, or modification.

Article XXVI - National Environmental Policy Act

Recipients must comply with the requirements of the National Environmental Policy Act of 1969, (NEPA) Pub. L. 91-190 (1970) (codified as amended at 42 U.S.C. section 4321 et seq.) and the Council on Environmental Quality (CEQ) Regulations for Implementing the Procedural Provisions of NEPA, which require recipients to use all practicable means within their authority, and consistent with other essential considerations of national policy, to create and maintain conditions under which people and nature can exist in productive harmony and fulfill the social, economic, and other needs of present and future generations of Americans.

Article XXVII - Nondiscrimination in Matters Pertaining to Faith-Based Organizations

It is DHS policy to ensure the equal treatment of faith-based organizations in social service programs administered or supported by DHS or its component agencies, enabling those organizations to participate in providing important social services to beneficiaries. Recipients must comply with the equal treatment policies and requirements contained in 6 C.F.R. Part 19 and other applicable statutes, regulations, and guidance governing the participations of faith-based organizations in individual DHS programs.

Article XXVIII - Non-Supplanting Requirement

Recipients receiving federal financial assistance awards made under programs that prohibit supplanting by law must ensure that federal funds do not replace (supplant) funds that have been budgeted for the same purpose through non-federal sources.

Article XXIX - Notice of Funding Opportunity Requirements

All the instructions, guidance, limitations, and other conditions set forth in the Notice of Funding Opportunity (NOFO) for this program are incorporated here by reference in the award terms and conditions. All recipients must comply with any such requirements set forth in the program NOFO.

Article XXX - Patents and Intellectual Property Rights

Recipients are subject to the Bayh-Dole Act, 35 U.S.C. section 200 et seq, unless otherwise provided by law. Recipients are subject to the specific requirements governing the development, reporting, and disposition of rights to inventions and patents resulting from federal financial assistance awards located at 37 C.F.R. Part 401 and the standard patent rights clause located at 37 C.F.R. section 401.14.

Article XXXI - Procurement of Recovered Materials

States, political subdivisions of states, and their contractors must comply with Section 6002 of the Solid Waste Disposal Act, Pub. L. 89-272 (1965), (codified as amended by the Resource Conservation and Recovery Act, 42 U.S.C. section 6962.) The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition.

Article XXXII - Rehabilitation Act of 1973

Recipients must comply with the requirements of Section 504 of the Rehabilitation Act of 1973, Pub. L. 93-112 (1973) (codified as amended at 29 U.S.C. section 794), which provides that no otherwise qualified handicapped individuals in the United States will, solely by reason of the handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

Article XXXIII - Reporting of Matters Related to Recipient Integrity and Performance

General Reporting Requirements:

If the total value of any currently active grants, cooperative agreements, and procurement contracts from all federal awarding agencies exceeds \$10,000,000 for any period of time during the period of performance of this federal award, then the recipients must comply with the requirements set forth in the government-wide Award Term and Condition for Recipient Integrity and Performance Matters located at 2 C.F.R. Part 200, Appendix XII, the full text of which is incorporated here by reference in the award terms and conditions.

Article XXXIV - Reporting Subawards and Executive Compensation

Reporting of first tier subawards:

Recipients are required to comply with the requirements set forth in the government-wide award term on Reporting Subawards and Executive Compensation located at 2 C.F.R. Part 170, Appendix A, the full text of which is incorporated here by reference in the award terms and conditions.

Article XXXV - Required Use of American Iron, Steel, Manufactured Products, and Construction Materials

Recipients must comply with the "Build America, Buy America" provisions of the Infrastructure Investment and Jobs Act and E.O. 14005. Recipients of an award of Federal financial assistance from a program for infrastructure are hereby notified that none of the funds provided under this award may be used for a project for infrastructure unless:

(1) all iron and steel used in the project are produced in the United States--this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;

(2) all manufactured products used in the project are produced in the United States?this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and

(3) all construction materials are manufactured in the United States--this means that all manufacturing processes for the construction material occurred in the United States.

The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project.

Waivers

When necessary, recipients may apply for, and the agency may grant, a waiver from these requirements. Information on the process for requesting a waiver from these requirements is on the website below.

(a) When the Federal agency has made a determination that one of the following exceptions applies, the awarding official may waive the application of the domestic content procurement preference in any case in which the agency determines that:

(1) applying the domestic content procurement preference would be inconsistent with the public interest;

(2) the types of iron, steel, manufactured products, or construction materials are not produced in the United States in sufficient and reasonably available quantities or of a satisfactory quality; or

(3) the inclusion of iron, steel, manufactured products, or construction materials produced in the United States will increase the cost of the overall project by more than 25 percent.

A request to waive the application of the domestic content procurement preference must be in writing. The agency will provide instructions on the format, contents, and supporting materials required for any waiver request. Waiver requests are subject to public comment periods of no less than 15 days and must be reviewed by the Made in America Office.

There may be instances where an award qualifies, in whole or in part, for an existing waiver described at "Buy America" Preference in FEMA Financial Assistance Programs for Infrastructure | FEMA.gov.

The awarding Component may provide specific instructions to Recipients of awards from infrastructure programs that are subject to the "Build America, Buy America" provisions. Recipients should refer to the Notice of Funding Opportunity for further information on the Buy America preference and waiver process.

Article XXXVI - SAFECOM

Recipients receiving federal financial assistance awards made under programs that provide emergency communication equipment and its related activities must comply with the SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications.

Article XXXVII - Terrorist Financing

Recipients must comply with E.O. 13224 and U.S. laws that prohibit transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. Recipients are legally responsible to ensure compliance with the Order and laws.

Article XXXVIII - Trafficking Victims Protection Act of 2000 (TVPA)

Trafficking in Persons:

Recipients must comply with the requirements of the government-wide financial assistance award term which implements Section 106 (g) of the Trafficking Victims Protection Act of 2000 (TVPA), codified as amended at 22 U.S.C. section 7104. The award term is located at 2 C.F.R. section 175.15, the full text of which is incorporated here by reference.

Article XXXIX - Universal Identifier and System of Award Management

Requirements for System for Award Management and Unique Entity Identifier Recipients are required to comply with the requirements set forth in the government-wide financial assistance award term regarding the System for Award Management and Universal Identifier Requirements located at 2 C.F.R. Part 25, Appendix A, the full text of which is incorporated here by reference.

Article XL - USA PATRIOT Act of 2001

Recipients must comply with requirements of Section 817 of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001 (USA PATRIOT Act), which amends 18 U.S.C. sections 1752, 1753, 1754, 1755, 1756, 1757, 1758, 1759, 1760, 1761, 1762, 1763, 1764, 1765, 1766, 1767, 1768, 1769, 1770, 1771, 1772, 1773, 1774, 1775, 1776, 1777, 1778, 1779, 1780, 1781, 1782, 1783, 1784, 1785, 1786, 1787, 1788, 1789, 1790, 1791, 1792, 1793, 1794, 1795, 1796, 1797, 1798, 1799, 1800, 1801, 1802, 1803, 1804, 1805, 1806, 1807, 1808, 1809, 1810, 1811, 1812, 1813, 1814, 1815, 1816, 1817, 1818, 1819, 1820, 1821, 1822, 1823, 1824, 1825, 1826, 1827, 1828, 1829, 1830, 1831, 1832, 1833, 1834, 1835, 1836, 1837, 1838, 1839, 1840, 1841, 1842, 1843, 1844, 1845, 1846, 1847, 1848, 1849, 1850, 1851, 1852, 1853, 1854, 1855, 1856, 1857, 1858, 1859, 1860, 1861, 1862, 1863, 1864, 1865, 1866, 1867, 1868, 1869, 1870, 1871, 1872, 1873, 1874, 1875, 1876, 1877, 1878, 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In the event FEMA determines that changes are necessary to the award document after an award has been made, including changes to period of performance or terms and conditions, recipients will be notified of the changes in writing. Once notification has been made, any subsequent request for funds will indicate recipient acceptance of the changes to the award. Please call the FEMA/GMD Call Center at (866) 927-5646 or via e-mail to: ASK-GMD@fema.dhs.gov if you have any questions.

Article XLVI - Disposition of Equipment Acquired Under the Federal Award

For purposes of original or replacement equipment acquired under this award by a non-state recipient or non-state sub-recipients, when that equipment is no longer needed for the original project or program or for other activities currently or previously supported by a federal awarding agency, you must request instructions from FEMA to make proper disposition of the equipment pursuant to 2 C.F.R. section 200.313. State recipients and state sub-recipients must follow the disposition requirements in accordance with state laws and procedures.

Article XLVII - Prior Approval for Modification of Approved Budget

Before making any change to the FEMA approved budget for this award, you must request prior written approval from FEMA where required by 2 C.F.R. section 200.308.

For purposes of non-construction projects, FEMA is utilizing its discretion to impose an additional restriction under 2 C.F.R. section 200.308(f) regarding the transfer of funds among direct cost categories, programs, functions, or activities. Therefore, for awards with an approved budget where the federal share is greater than the simplified acquisition threshold (currently \$250,000), you may not transfer funds among direct cost categories, programs, functions, or activities without prior written approval from FEMA where the cumulative amount of such transfers exceeds or is expected to exceed ten percent (10%) of the total budget FEMA last approved.

For purposes of awards that support both construction and non-construction work, FEMA is utilizing its discretion under 2 C.F.R. section 200.308(h)(5) to require the recipient to obtain prior written approval from FEMA before making any fund or budget transfers between the two types of work.

You must report any deviations from your FEMA approved budget in the first Federal Financial Report (SF-425) you submit following any budget deviation, regardless of whether the budget deviation requires prior written approval.

Article XLVIII - Indirect Cost Rate

2 C.F.R. section 200.211(b)(15) requires the terms of the award to include the indirect cost rate for the federal award. If applicable, the indirect cost rate for this award is stated in the budget documents or other materials approved by FEMA and included in the award file.

BUDGET COST CATEGORIES

Personnel	\$4,112,301.00
Fringe Benefits	\$1,450,556.00
Travel	\$8,689.00
Equipment	\$0.00
Supplies	\$4,338.00
Contractual	\$0.00
Construction	\$0.00
Indirect Charges	\$355,699.00

Other

\$9,239,849.00

Obligating Document for Award/Amendment

1a. AGREEMENT NO. EMS-2023-EP-00002-S01		2. AMENDMENT NO. ***		3. RECIPIENT NO. 916001095G		4. TYPE OF ACTION AWARD		5. CONTROL NO. SX00324N2023T	
6. RECIPIENT NAME AND ADDRESS Washington Military Department Building 20 Camp Murray, WA, 98430 - 5122		7. ISSUING FEMA OFFICE AND ADDRESS FEMA-GPD 400 C Street, SW, 3rd floor Washington, DC 20472-3645 POC: 866-927-5646			8. PAYMENT OFFICE AND ADDRESS FEMA Finance Center 430 Market Street Winchester, VA 22603				
9. NAME OF RECIPIENT PROJECT OFFICER Sierra Wardell		PHONE NO. 2535127121		10. NAME OF FEMA PROJECT COORDINATOR Central Scheduling and Information Desk Phone: 800-368-6498 Email: Askcsid@dhs.gov					
11. EFFECTIVE DATE OF THIS ACTION 09/21/2023		12. METHOD OF PAYMENT PARS		13. ASSISTANCE ARRANGEMENT Cost Reimbursement		14. PERFORMANCE PERIOD From: 10/01/2022 To: 09/30/2025 Budget Period 10/01/2022 09/30/2025			
1 5. DESCRIPTION OF ACTION									
a. (Indicate funding data for awards or financial changes)									
PROGRAM NAME ACRONYM	CFDA NO.	ACCOUNTING DATA (ACCS CODE) XXXX-XXX-XXXXXX-XXXX-XXXX-XXXX-X	PRIOR TOTAL AWARD	AMOUNT AWARDED THIS ACTION + OR (-)	CURRENT TOTAL AWARD	CUMULATIVE NON-FEDERAL COMMITMENT			
Emergency Management Performance Grants	97.042	2023-FA-GA01-R107- -4120-D	\$0.00	\$7,585,716.00	\$7,585,716.00	See Totals			
			\$0.00	\$7,585,716.00	\$7,585,716.00	\$7,585,716.00			
b. To describe changes other than funding data or financial changes, attach schedule and check here. N/A									
16 a. FOR NON-DISASTER PROGRAMS: RECIPIENT IS REQUIRED TO SIGN AND RETURN THREE (3) COPIES OF THIS DOCUMENT TO FEMA (See Block 7 for address) Emergency Management Performance Grants recipients are not required to sign and return copies of this document. However, recipients should print and keep a copy of this document for their records.									
16b. FOR DISASTER PROGRAMS: RECIPIENT IS NOT REQUIRED TO SIGN This assistance is subject to terms and conditions attached to this award notice or by incorporated reference in program legislation cited above.									
17. RECIPIENT SIGNATORY OFFICIAL (Name and Title) Sierra Wardell, Preparedness Grants Section Section Supervisor						DATE Tue Sep 26 18:40:47 UTC 2023			
18. FEMA SIGNATORY OFFICIAL (Name and Title) PATRICK GERARD MARCHAM,						DATE Thu Sep 21 19:07:57 UTC 2023			

WORK PLAN

FY 2023 Emergency Management Performance Grant

Emergency Management Organization: Clallam County Sheriff's Office

The purpose of EMPG is to assist with the enhancement, sustainment and improvement of state, local, and tribal emergency management programs. Activities conducted using EMPG funding should relate directly to the five mission areas of the national preparedness goal of prevention, protection, response, recovery, and mitigation. Washington State does not require a specific number of activities to receive EMPG funding. However, there are required capabilities that must be sustained in order to remain eligible for EMPG funding, including but not limited to the ability to communicate and warn, educate the public, plan, train, exercise, and be NIMS compliant. The Work Plan delineates the Emergency Management Organization's emergency management program planning and priority focus for this grant cycle (to include EMPG grant and local funds).

Priority Area-Sustainment

Electrical bill for AHAB Tsunami sirens	Cellular phone service for EMD personnel	Internet Capability Subscription
Registration for Annual Conference attendance	Satellite phone service for EMD personnel	

Priority Area #1	4.8 Communications and Warning	
Primary Core Capability	Operational Communications	
Secondary Core Capability	Infrastructure Systems	
Build or Sustain	Sustaining/Maintaining	
WORK PLANNED	IDENTIFIED GAP/NEED	ANTICIPATED PROJECT IMPACT
Continue to evaluate and improve HAM radio capability across the county. Identifying gaps in communications capabilities and creating strategies to minimize their impact. Increase the effectiveness of existing repeaters and continuing to identify new locations and upgrades to equipment to increase coverage	Radio transmission is challenging due to our geology. We are forced to use relays through other stations and HAM users in order to be heard. Capability needs to keep pace with technology	Increased stability in radio transmissions and resiliency in the HAM network.
Continue to evaluate and improve alternative and redundant communications systems. Research new and developing systems to insure the highest capability and resiliency for continued internet access during active disasters.	County wide internet access remains fragile and spotty in coverage. If roads are impaired from an event, access to the EOC may be difficult or even impossible.	Improved connectivity between the EOC and WAEMD. Increased ability for volunteers and staff to work remotely during an event.

Priority Area #2	4.12 Emergency Public Information and Education	
Primary Core Capability	Community Resilience	
Secondary Core Capability	Long-term Vulnerability Reduction	
Build or Sustain	Sustaining/Maintaining	

WORK PLANNED	IDENTIFIED GAP/NEED	ANTICIPATED PROJECT IMPACT
Expand CERT and other Disaster Readiness trainings to citizens through existing community groups and connections such as service clubs, neighborhood associations and faith-based groups.	CERT programs in all but one of our Operational Areas have sparse participation. Covid hampered this even further. This created an imbalance in CERT presence throughout the county and we need to support, structure, and outfit CERT programs in all five operational areas.	Improved resilience throughout the county as there are more citizens participating in preparedness and response.
Promote county wide preparedness focused on simple tasks that increase resilience. Normalize preparedness by integrating a preparedness component into existing community groups.	Recent cultural shifts in attitudes towards seatbelts, smoke detectors, and child car seats demonstrate that proper messaging can change societal attitudes. Previous efforts to increase community preparedness have met with resistance as unnecessary or difficult to achieve.	By breaking up goals into easily accomplished tasks with clear messaging on what is needed and how to plan, more community members will realize the value of readiness outweighs the effort required. Integrating information into existing groups will help normalize the goals and create the desire to emulate readiness behavior.
Continue to reach out to lower income or other disadvantaged groups, showing that preparedness is a reasonable and attainable goal.	Marginalized groups need to be included in preparedness efforts. Programs need to be accessible to those with Access and Functional Needs, housing or food insecurity and Limited English Proficiency.	By specifically creating solutions for different sections of our population, we'll increase the number of people creating plans and emergency kits, which will increase the resiliency of our community.

Priority Area #3	3.2 Coordination	
Primary Core Capability	Operational Coordination	
Secondary Core Capability	Planning	
Build or Sustain	Sustaining/Maintaining	
WORK PLANNED	IDENTIFIED GAP/NEED	ANTICIPATED PROJECT IMPACT
Plan and coordinate multi-jurisdictional exercises for our ARES, EOC staff, and ECC teams	This is an ongoing project and we have made progress in interaction between groups, but this effort needs to be a continual program of interoperability and mutual exercise.	We have been building resource lists based on contacts formed during exercises and based on the revised ESFs in our new CEMP. Using those lists and involving representatives from all of these stakeholder agencies will create increased interoperability and coordination during emergency response and recovery.
Involve more community members, professional responders, and volunteer teams in the Operational Area meetings. Build on the connections developed during CR-22 and using those corrective actions to build collaboration between Operational Areas and agencies.	CR-22 identified gaps between needs in the Operational Areas and the ability of the State or FEMA to provide for those needs. This creates a greater responsibility for the county to build resilience in outlying areas.	Increased resilience in all five operational areas.

TIMELINE**FY 2023 Emergency Management Performance Grant**

DATE	TASK
June 1, 2023	Grant Agreement Start Date
April 30, 2024	Submit reimbursement request
September 30, 2024	Grant Agreement End Date
November 15, 2024	Submit final reimbursement request, final report, training requirement report, and/or other deliverables.

The Subrecipient must request **prior** written approval from Department Key Personnel to waive or extend a due date in the above Timeline.

For waived or extended reimbursement due dates, all allowable costs should be submitted on the next scheduled reimbursement due date contained in the above Timeline.

BUDGET

FY 2023 Emergency Management Performance Grant

23EMPG AWARD \$ 42,094.00

SOLUTION AREA	BUDGET CATEGORY	EMPG AMOUNT	MATCH AMOUNT
PLANNING	Personnel & Fringe Benefits	\$ -	\$ 42,094
	Travel/Per Diem	\$ -	\$ -
	Supplies	\$ -	\$ -
	Consultants/Contracts	\$ -	\$ -
	Other	\$ -	\$ -
	Subtotal	\$ -	\$ 42,094
ORGANIZATION	Personnel & Fringe Benefits	\$ -	\$ -
	Travel/Per Diem	\$ 3,000	
	Supplies	\$ 10,000	
	Consultants/Contracts	\$ 3,000	
	Other	\$ 9,500	
	Subtotal	\$ 25,500	\$ -
EXERCISE	Personnel & Fringe Benefits	\$ -	\$ -
	Travel/Per Diem	\$ -	\$ -
	Supplies	\$ 3,000	
	Consultants/Contracts	\$ -	\$ -
	Other	\$ -	\$ -
	Subtotal	\$ 3,000	\$ -
TRAINING	Personnel & Fringe Benefits	\$ -	\$ -
	Travel/Per Diem	\$ 4,500	
	Supplies	\$ 3,994	
	Consultants/Contracts	\$ 3,000	
	Other	\$ -	\$ -
	Subtotal	\$ 11,494	\$ -
EQUIP	Equipment	\$ -	\$ -
	Subtotal	\$ -	\$ -
M&A	Personnel & Fringe Benefits	\$ 1,600	
	Travel/Per Diem	\$ -	\$ -
	Supplies	\$ -	\$ -
	Consultants/Contracts	\$ -	\$ -
	Other	\$ -	\$ -
	Subtotal	\$ 1,600	\$ -
	Indirect	\$ 500	
	Indirect Cost Rate on file	0.00%	for Time Period of: N/A
	TOTAL Grant Agreement AMOUNT:	\$ 42,094	\$ 42,094

The Subrecipient will provide a match of **\$42,094** of non-federal origin, 50% of the total project cost (local budget plus EMPG award).

Cumulative transfers to budget categories in excess of ten percent (10%) of the Grant Agreement Amount will not be reimbursed without **prior** written approval from the Department.

Funding Source: U.S. Department of Homeland Security - PI# 733PT – EMPG

BUILD AMERICA, BUY AMERICA ACT SELF-CERTIFICATION

The undersigned certifies, to the best of their knowledge and belief, that:

The Build America, Buy America Act (BABAA) requires that no federal financial assistance for “infrastructure” projects is provided “unless all of the iron, steel, manufactured products, and construction materials used in the project are produced in the United States.” Section 70914 of Public Law No. 117-58, §§ 70901-52.

The undersigned certifies that for the Insert Project Name and Location that the iron, steel, manufactured products, and construction materials used in this contract are in full compliance with the BABAA requirements including:

1. All iron and steel used in the project are produced in the United States. This means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
2. All manufactured products purchased with FEMA financial assistance must be produced in the United States. For a manufactured product to be considered produced in the United States, the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55% of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation.
3. All construction materials are manufactured in the United States. This means that all manufacturing processes for the construction material occurred in the United States.

“The [Contractor or Subcontractor], _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the [Contractor or Subcontractor] understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.”

Signature of [Contractor's or Subcontractor's] Authorized Official

Enter Name and Title

Name and Title of [Contractor's or Subcontractor's] Authorized Official

Date



AGENDA ITEM SUMMARY

JAN 23 2024

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

Department: Health & Human Services

WORK SESSION ☐ **Meeting Date:**

REGULAR AGENDA ☒ **Meeting Date:** January 23, 2024

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

Item summary:

- | | | |
|---|--|--------------------------------------|
| ☐ Call for Hearing | ☒ Contract/Agreement/MOU - Contract # 11331-24-FSFSC-SPP | |
| ☐ Resolution | ☐ Proclamation | ☐ Budget Item |
| ☐ Draft Ordinance | ☐ Final Ordinance | ☐ Other |

Documents exempt from public disclosure attached: ☐

Executive summary:

This Personal Services Agreement is between Clallam County HHS and First Step Family Support Center for the "Supported Parenting Program". The purpose of this program is to provide parenting services for families where at least one parent experiences an intellectual and developmental disability. Agreement start date is January 1, 2024 thru December 31, 2025. The maximum program agreement amount is \$88,782.23.

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

Funds are already in the budget.

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

County Official signature & print name:

 KEVIN LoPiccolo

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

Relevant Departments: Health & Human Services

Date submitted: January 16, 2024

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

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



PERSONAL SERVICES AGREEMENT

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

Name: First Step Family Support Center
Address: 323 E 6th Street
Port Angeles, WA 98362
Phone N°: (360) 457-8355

(hereinafter called "Contractor").

This Agreement is comprised of:

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

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

The term of this Agreement shall commence on the 1st day of January 2024 and shall, unless terminated as provided elsewhere in the Agreement, terminate on the 31st day of December 2025.

IN WITNESS WHEREOF, the parties have executed this Agreement on this day of 20 .

CONTRACTOR

BOARD OF CLALLAM COUNTY COMMISSIONERS


Elisia Anderson, Executive Director


Mike French, Chair

Print name: Elisia Anderson

Title: Executive Director

Date: January 9th, 2024

ATTEST:

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


Loni Gores, Clerk of the Board

Originals: BOCC
Vendor
Initiating Department
Copies: 5

SCOPE OF WORK

SUPPORTED PARENTING PROGRAM

First Step Family Support Center will provide "Supported Parenting Program Services (SPP)" for families where at least one parent experiences an intellectual and developmental disability (IDD). Eligible participants will either be eligible on the Washington DDA Caseload and/or as defined by RCW 71A.10.020(5) parents who experience a "Developmental Disability" meaning a disability attributable to: Intellectual Disability, Cerebral Palsy, Epilepsy, Autism or another neurological or other condition similar to Intellectual Disability that originated before the age of eighteen, is expected to continue indefinitely and results in substantial limitations". The goal is to work with up to 6-8 families each month on average. A parent(s) will receive visits by a Family Support Worker (FSW) who will work to foster the development of protective factors in the lives of these families. Through this work the plan is to:

- Prevent the occurrence of child abuse and neglect
- Promote the healthy development of the child
- Reduce the possibility of injuries to the child and
- Build a stronger social support system/safety net for participating families

The "Supported Parenting Program (SPP)" will use parenting education curriculums and parenting education tools that can be understood and utilized by the participating parents and assist parents in providing a safe living environment for the child to thrive. Parents will have the chance to be fully included in their children's lives and receive the assistance they need to help them be successful in their role as their child's parent.

Community Needs and Benefit

Gaps in Services and Target Population

Parents who experience developmental disabilities have the same rights and responsibilities for providing for their children, including keeping them from harm and keeping them developmentally on task. This opportunity can be overwhelming for some parents. While parents without disabilities often receive support and ideas from other parents, those with IDD typically are unable to obtain and develop such relationships that provide natural support. This program supports clients in their role as a parent, develops competence, navigates challenges, supports and amplifies power and choice as a parent while providing a safety net around health and safety issues for both parent and child. We recognized this need over 15 years ago and decided to design a program that would address the needs of these families.

Over the past two years, we have identified a concerning trend in clients served in our SPP program. As substance use has skyrocketed in our community, clients with IDD have not been immune to the impact of this. We are now supporting clients who are impacted by substance use through their own use/recovery journey, substance use in their sphere of partners, family and friends or overall substance use in their community and living areas. While this program highlights referrals to other community partners in situations where we are not the subject matter experts, and we lean into agencies and programs that support SUD, often SPP clients are in need of additional support to understand their situations, risks, and have support in making decisions and taking action to keep themselves and their children safe and healthy.

We have found that parents often need an advocate to help them understand the requirements of the many systems that they are dealing with as their child's parent. We found that they needed someone who will help them "go to bat" on behalf of their children and their children's needs when larger systems do not take them seriously or refuse to work with them with dignity. The Family Support Workers play this role and many others for families in the SPP program. This program supports families with accessing concrete goods to support their families' needs and services such as housing, food, diapers and access to children's programs such as Head Start, Early Head Start or Parents as Teachers. We work with parents around building stronger social support systems. This may entail going to social situations such as parenting education classes. The Family Support Worker will help encourage the parent to contribute to parenting discussions to participate in the give and take of the experience, and thus feel valued and equal. The FSW

may also work with the parent's families of origin, their church, and with DD services or child welfare services to build safety systems around the family. Children of parents with developmental disabilities are at increased risk of 1) maltreatment, particularly neglect, 2) developmental delay, 3) psychosocial problems and 4) behavior disorders. Many of the families we serve have multiple vulnerabilities / stressors including poverty, history of abuse, and lack of social supports. In addition, children being raised by parents with these special needs are overrepresented in being placed in out-of-home foster care. Parenting education and advocacy will be provided in order to decrease these risks.

Project Description

Who: Pregnant and parenting individuals with Developmental Disability as defined by WA State RCW 71A.10.020.

What: Through home visits, activities and connections we plan to build protective factors into the families' lives that we serve. Protective factors have been identified by scientific research as effective in the prevention of child abuse and neglect. These protective factors include:

- Improving and supporting parental resilience
- Increasing social connections
- Increasing knowledge of parenting and child development
- Providing concrete support in times of need
- Supporting the social and emotional competence of children

Parenting skills education will be based on good learning theory, materials, and strategies that are accessible, meet our clients where they are at, and grow at their pace of learning. As the DD administration's guiding values states "we believe everyone should be given opportunities to be as independent, self-reliant, and self-directing as possible". Research on the efficacy of programs for parents with developmental disabilities clearly indicates that hands-on, skill-based instruction yields the best results. This applies to both immediate skill acquisition and skill maintenance. Programs using this model have been found to increase child health and development and decrease child removal from the family home. (Center for the Study of Social Policy: "Strengthening families through early care and education") McConnell, Llewellyn & Bye (1997) surveyed service providers and identified four principles associated with effective services to parents with IDD. These are:

1. Services need to be responsive to the parents' individual needs and focus on the whole family to ensure that the interests of both parents and children are served.
 2. Services must include long-term, ongoing support because the needs of children change and parenting skills must change as children mature.
 3. Services must consider the special learning needs of the parent. Learning must occur in the home, be repetitive, use demonstration, and use resources that require little or no reading.
 4. Services must assist parents in becoming part of their community.
- Our Supported Parenting Program takes into consideration all of these important aspects to craft individualized, long-term programming to support families in our community.

Where: We will provide services in the families' homes and in the community as appropriate to meet the goals of the parents being served.

When: Over the two years of the contract we plan to provide, on average, 7 hours of face-to-face contact each month with each family and an additional 3 hours for collateral time. Face-to-face visits can be in-person, virtual and telephone/text services to families with a goal that most visits will be provided in-person. Collateral time includes planning for client needs, planning with other providers on behalf of the client, securing needed items for the child's safety, preparing curriculum and screening activities for involvement with the parents, charting all activities, program evaluation, process evaluation, and

transportation to and from the client's home and potentially to activities with clients. Additional staff time may include biannual client staffing meetings, training and development, and reflective supervision.

Community Inclusion and Integration

Supported Parenting participants provide input on program design and implementation through every visit, as well as on a semi-annual basis through a parent satisfaction survey. Families identify specific goals that they want to achieve and a plan is developed to meet their goals. Goals often include building relationships with family of origin, chosen families, friends, neighbors and other community groups. With the parent's consent, ongoing communication is kept with the parent's DD case manager and any other relevant providers. We strongly recognize the importance of working as a team for the benefit of the family. We want our clients to have the opportunity to be in charge of their lives, and to participate in supportive groups in the broader community, at times with the assistance of the FSW.

Research shows separating a child from her parent(s) has detrimental, long-term emotional and psychological consequences. Parents who have intellectual disabilities are often scrutinized for any sign or symptom of abuse or neglect to their children. Parents live in fear of having their children taken away. Many clients we work with through SPP have been part of the child welfare system themselves as a child, and/or have had children that have been removed. Supported Parenting provides the infrastructure needed to help parents experiencing IDD to be included in their children's lives, and in our community through their role as an engaged and active parent. The generational and collective impact of supporting and keeping healthy families together is immeasurable.

Outreach Plan

First Step Family Support Center will continue to work with our Maternity Support Services team at First Step and OMC to identify pregnant or parenting people with Developmental Disabilities. We will also continue to reach out to physicians' offices, and school districts. Referrals will continue to be received from our Drop In Center, other Home Visiting Programs and directly from WA State DDA services. We work closely with case managers from DDA and with the administrator to identify who is eligible under the current contract. In addition, we will work with other County funded programs such as work training or MOSAIC to identify parents who will qualify and who might want these services.

Evaluation

Goals

1. Keep children safe
2. Keep children developmentally on track
3. Give parents the opportunity to be parents first by being included and participating in the community with other parents
4. Prevent child abuse
5. Prevent child neglect

Activities

Ideally, four to seven hours of face-to-face visits per month by Family Support Workers, more as needed to address emergent needs. Visits are always voluntary and scheduled around the clients' needs and goals.

1. Participation in skill-building opportunities around parenting
2. Providing advocacy for parents when needed
3. Providing opportunities for parents to build social support networks
4. Providing information and referral resources
5. Helping families access needed concrete goods and services

Objectives

1. Give parents the opportunity to parent their children

2. Keep children developmentally on track
3. Keep children safe

Output

1. Through this work with 6-8 families served on average each month, a minimum of 12 individuals (parent and child combined) will be impacted.

Outcome

1. Parents will have a strong connection with their children and children will have a secure attachment relationship with their parents
2. Parents will use non-corporal child guidance techniques
3. Parents will develop a strong positive social support network
4. Parents will have an increased sense of efficacy as their child's parent

BILLING INFORMATION

Each month First Step Family Support Center will submit a Billing Form and a Narrative Report detailing the Activities and Progress on all of the items listed under "Evaluation" (see above) for the previous month. Participant's Names will be included in the Monthly Report. The Billing and Narrative is to be submitted on or before the 10th of the Month following the reported activities.

At the conclusion of this contract First Step Family Support Center will submit a Comprehensive Narrative Report describing the Outcomes of this program including their Strengths, Weakness/Challenges and Proposals/Recommendations for Change or Modifications to Strengthen the Program. This Narrative will be submitted to the County within 30 days of the end of this contract.

An Administration Fee of \$400 may be billed upon Delivery of the Narrative.

Classes	\$ 88,382.23
Evaluation Report	\$ 400.00
Maximum Consideration	\$ 88,782.23

CRIMINAL HISTORY BACKGROUND CHECK

All employees and volunteers who have unsupervised access to children, adolescents, or vulnerable adults are required to have a background check. RCW 43.43 and WAC 388-805-200 (2) require criminal background checks when employing staff members, including volunteers and subcontractors, who have unsupervised access to children, adolescents, vulnerable adults and persons who have developmental disabilities.

COMPENSATION

1. ☒ **a. FIXED FEE FOR SERVICE:** For services rendered, the County shall pay to the Contractor a fixed fee of EIGHTY-EIGHT THOUSAND SEVEN HUNDRED EIGHTY-TWO DOLLARS AND TWENTY-THREE CENTS (\$88,782.23) for the completed work set forth in Attachment A. Payments for completed tasks shall be made no more frequently than ☒ monthly; ☐ quarterly; ☐ semi-annually; ☐ annually; ☐ at completion of project; ☐ other (specify) _____.

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

OR

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

<i>Name/Position</i>	<i>Hourly Rate</i>
-----------------------------	---------------------------

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

Each request for payment shall be supported by an invoice specifying: the name/position of the Contractor's employee if two or more are identified above; number of hours worked; completed tasks for which compensation is sought; estimated percentage of task completion; payment amount requested; other (specify) _____.

In no event shall Contractor be compensated in excess of _____ DOLLARS (\$) for the completed work set forth in Attachment "A."

2. AND

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

OR

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

OR

☐ **c.** Other (specify) _____.

GENERAL CONDITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

In connection with any appeal under this clause, the Contractor and County shall have the opportunity to submit written materials and argument and to offer documentary evidence in support of the appeal. Oral argument and live testimony will not be permitted. The decision of the County Administrator for the determination of such appeals shall be final and conclusive. Reviews of the appellate determination shall be brought in the Superior Court of Clallam County within 15 days of mailing of the written appellate determination. Pending final decision of the dispute, the Contractor shall proceed diligently with the performance of this Agreement and in accordance with the decision rendered.
 - (b) Notice of Potential Claims. The Contractor shall not be entitled to additional compensation or to extension of time for (1) any act or failure to act by the County Project Manager or the County, or (2) the happening of any event or occurrence, unless the Contractor has given the County a written Notice of Potential Claim within 10 days of the commencement of the act, failure, or event giving rise to the claim, and before final payment by the County. The written Notice of Potential Claim shall set forth the reasons for which the Contractor believes additional compensation or extension of time is due, the nature of the cost involved, and insofar as possible, the amount of the potential claim. Contractor shall

keep full and complete daily records of the work performed, labor and material used, and all costs and additional time claimed to be additional.

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

21. Ownership of Items Produced. All writings, programs, data, art work, music, maps, charts, tables, illustrations, records or other written, graphic, analog or digital materials prepared by the Contractor and/or its consultants or subcontractors, in connection with the performance of this Agreement shall be the sole and absolute property of the County and constitute "work made for hire" as that phrase is used in federal and/or state intellectual property laws and Contractor and/or its agents shall have no ownership or use rights in the work.
22. Recovery of Payments to Contractor. The right of the Contractor to retain monies paid to it is contingent upon satisfactory performance of this Agreement, including the satisfactory completion of the project described in the Scope of Work (Attachment A). In the event that the Contractor fails, for any reason, to perform obligations required of it by this Agreement, the Contractor may, at the County Project Manager's sole discretion, be required to repay to the County all monies disbursed to the Contractor for those parts of the project that are rendered worthless in the opinion of the County Project Manager by such failure to perform.

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

23. Project Approval. The extent and character of all work and services to be performed under this Agreement by the Contractor shall be subject to the review and approval of the County Project Manager. For purposes of this Agreement, the County Project Manager is:

Name: Kelley Lawrence
Title: County Coordinator · Developmental Disabilities
Department: Clallam County Health & Human Services
Address: 111 E 3rd Street · Port Angeles, WA 98362
Telephone: 360-417-2407
E-mail: kelley.lawrence@clallamcountywa.gov
Fax: 360-452-9605

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

24. Non-Discrimination. The Contractor shall not discriminate against any person on the basis of race, creed, political ideology, color, national origin, sex, marital status, sexual orientation, age, or the presence of any sensory, mental or physical handicap.
25. Subcontractors. In the event that the Contractor employs the use of any subcontractors, the contract between the Contractor and the subcontractor shall provide that the subcontractor is bound

by the terms of this Agreement between the County and the Contractor. The Contractor shall insure that in all subcontracts entered into, Clallam County is named as an express third-party beneficiary of such contracts with full rights as such.

26. No Third Party Beneficiaries. This agreement is intended for the benefit of only the County and Contractor. This agreement does not confer any benefits, rights, or privileges upon any third party.
27. Standard of Care. The Contractor shall perform its duties hereunder in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession as the Contractor currently practicing under similar circumstances. The Contractor shall, without additional compensation, correct those services not meeting such a standard.
28. Time is of the Essence. Time is of the essence in the performance of this contract unless a more specific time period is set forth in either the Special Terms and Conditions or Scope of Work.
29. Notice. Except as set forth elsewhere in the Agreement, for all purposes under this Agreement, except service of process, any notices shall be given by the Contractor to the County Project Manager. Notice to the Contractor for all purposes under this Agreement shall be given to the person executing the Agreement on behalf of the Contractor at the address identified on the signature page.
30. Severability. If any term or condition of this contract or the application thereof to any person(s) or circumstances is held invalid, such invalidity shall not affect other terms, conditions, or applications which can be given effect without the invalid term, condition or application. To this end, the terms and conditions of this contract are declared severable.
31. Precedence. In the event of inconsistency in this Agreement, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence in the following order:
 - (a) Applicable federal, state, and local statutes, ordinances, and regulations;
 - (b) Scope of Work (Attachment A) and Compensation (Attachment B);
 - (c) Special Terms and Conditions (Attachment D); and
 - (d) General Conditions (Attachment C).
32. Waiver. Waiver of any breach or condition of this contract shall not be deemed a waiver of any prior or subsequent breach. No term or condition of this contract shall be held to be waived, modified, or deleted except by an instrument, in writing, signed by the parties hereto.
33. Attorney Fees. In the event that litigation must be brought to enforce the terms of this agreement, the prevailing party shall be entitled to be paid reasonable attorney fees.
34. Construction. This agreement has been mutually reviewed and negotiated by the parties and should be given a fair and reasonable interpretation and should not be construed less favorably against either party.
35. Survival. Without being exclusive, Paragraphs 4, 7, 13-19, 21-22 and 31-35 of these General Conditions shall survive any termination, expiration, or determination of invalidity of this Agreement in whole or in part. Any other Paragraphs of this Agreement which, by their sense and context, are intended to survive shall also survive.
36. Entire Agreement. This written contract represents the entire Agreement between the parties and supersedes any prior statements, discussions or understandings between the parties except as provided herein.

SPECIAL TERMS AND CONDITIONS

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

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

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

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

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

☒ **COMMERCIAL GENERAL LIABILITY:**

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

- ☒ **ERRORS AND OMISSIONS or PROFESSIONAL LIABILITY with an Extended Reporting Period Endorsement (two year tail)** \$2,000,000 per occurrence

- ☒ **WORKERS COMPENSATION:** Statutory amount

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

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

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

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

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

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

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

- ☐ 4. Other (specify)



2d
JAN 23 2024

AGENDA ITEM SUMMARY

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

Department: Health & Human Services

WORK SESSION ☐ **Meeting Date:**

REGULAR AGENDA ☒ **Meeting Date:** January 23, 2024

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

Item summary:

- | | | |
|---|--|--------------------------------------|
| ☐ Call for Hearing | ☒ Contract/Agreement/MOU - Contract # 11331-24-MS-EOEW | |
| ☐ Resolution | ☐ Proclamation | ☐ Budget Item |
| ☐ Draft Ordinance | ☐ Final Ordinance | ☐ Other |

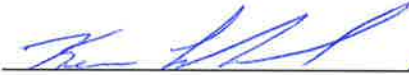
Documents exempt from public disclosure attached: ☐

Executive summary:

This Personal Services Agreement is between Clallam County HHS and Morningside for the "Eye On Empowerment Workshop". A 38-week training and educational program to reach adults and youth who experience intellectual and developmental disabilities in an intergrated setting to aquire knowledge and skills that will enrich the lives they live and improve their employment opportunities. Agreement start date is January 1, 2024 thru December 31, 2025. The maximum program agreement amount is \$38,135.75.

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

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

County Official signature & print name:  KEVIN LoPiccolo

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

Relevant Departments: Health & Human Services

Date submitted: January 16, 2024

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

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



PERSONAL SERVICES AGREEMENT

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

Name: Morningside
Address: 113 S Valley Street
Port Angeles, WA 98362
Phone Nº: (360) 596-3506

(hereinafter called "Contractor").

This Agreement is comprised of:

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

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

The term of this Agreement shall commence on the 1st day of January 2024 and shall, unless terminated as provided elsewhere in the Agreement, terminate on the 31st day of December 2025.

IN WITNESS WHEREOF, the parties have executed this Agreement on this day of 20 .

CONTRACTOR

BOARD OF CLALLAM COUNTY COMMISSIONERS


Jonathan Pleger, President/CEO

Mike French, Chair

Print name: Jonathan J. Pleger
Title: President/CEO
Date: Jan. 10, 2024

ATTEST:

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

Loni Gores, Clerk of the Board

Originals: BOCC
Vendor
Initiating Department
Copies: 5

SCOPE OF WORK

EYE ON EMPOWERMENT WORKSHOP

Morningside proposes to offer an in person and hybrid virtual training and educational program called Eye on Empowerment Workshop to reach adults with disabilities: both recent high school graduates and adults and families who have disabilities. This workshop would benefit adults with disabilities that have barriers to finding employment and are interested and would include skill building concepts, steps and activities to benefit finding and maintaining employment in the community. Any adults with disabilities that attend and are not connected with services would receive education about services in the community to assist them with finding employment and refer them to other services in the community. This workshop would benefit all adults with disabilities including adults that experience intellectual, developmental, mental health and other disabilities.

The course will be 38 weeks long and offered in separate sessions in Port Angeles and Sequim for a total of 76 classes and will offer a hybrid virtual option at all workshops so that participants can join from any location in Clallam County. We expect to serve 5-15 adults in each workshop.

The goal of the program is that through the curriculum and activities of the workshops, adults aged 18 and older, who live with a disability and experience a barrier to finding employment or maintaining employment, will acquire knowledge and skills that assist them with having a core understanding of the steps to finding employment, practice and modeling of social components to interact professionally with employers, an understanding of the skills needed to maintain employment, and build tools to advocate for their own success and independence.

The intended result for each participant is that they will understand the choices and employment services available to them in the community, they will be more capable and self-directed in pursuing their adult lives, they will gain confidence and self sufficiency in their ability to seek employment, and they will interact in their communities and have the skills to achieve their goals and have a more fulfilling life.

Certain classes and content will also be open to, and appropriate for the inclusion of families and/or caregivers.

Curriculum will be developed for navigating services, money and time management, and advocacy modules and in addition will include Morningside curriculum for soft skills and job readiness training.

Community Needs and Benefit

Gaps in Services and Target Population

Nationally, only 20% of persons with a disability are likely to be employed says the US Bureau of Labor Statistics and therefore people with a cognitive disorder are more likely to live in poverty- 31%. Also, Washingtonians with disabilities are employed at less than half the rate of those without disabilities. ACS data show an estimated 36.8% of working age individuals with disabilities are employed, compared to 76.4% of people without disabilities. These statistics show that adults with disabilities are not able to find and maintain employment at the rate of adults without disabilities and there is a need for services and support to connect people and give them the tools they need to be able understand the soft and hard skills needed to be able to connect with employers, have a resume and ability to represent themselves in a way that makes them more employable and be able to maintain employment once they obtain it.

Project Description

The Eye on Empowerment workshops will be 38-week courses designed to train and educate adults age 18 and older who experience intellectual and developmental disabilities and/ or mental health in an integrated setting. On specific dates and classes, family members and caregivers may be included. Training and educational activities will encompass topics designed, and proven, to result in skill building in areas of life skills, employment readiness and navigating services.

The course will be offered in Port Angeles and in Sequim, which will result in a total of 76 classes and activities (38 in each location). The course will be open to residents of Clallam County including those who are DOA eligible. Workshops will be conducted weekly at Port Angeles Branch of the North Olympic Library System in Port Angeles and at the Trinity United Methodist Church in Sequim. Workshops will occur weekly for one hour. Workshops for the adult first modules of the Eye on Empowerment will begin in January 2024 and conclude in June 2024. Workshops for the remaining Eye on Empowerment workshops will begin in September 2024 and conclude in December 2024. Workshops the following year will include a similar schedule, offered twice per week in both Sequim, Port Angeles and virtually January 2025-June 2025 and again September 2025-December 2025.

Course Curriculum will include:

- Building Self-Confidence
- Money Management
- Communication skills
- Navigating Services - DOA, DVR, AL TSA, & SSA
- Healthy Lifestyle
- Time Management
- Professionalism
- Identifying Goals
- Self-Advocacy / Disability Disclosure
- Soft Skills
- Applying for employment (Resumes, Applications, Interviewing)

Community Inclusion, Integration and Collective Impact

The Eye on Empowerment Course is designed to be both integrated and inclusive. Course classes will be held at integrated locations in both Port Angeles and Sequim. Course participants will experience community inclusion as the attend workshops attended by a diverse set of people from the community. Workshops will be offered virtually so that all people can be integrated in Clallam County including members of the rural areas of our counties including Forks and La Push for example.

Outreach Plan

Workshop flyers will be emailed to community partners including employment vendors, schools, Clallam County, DDA, DVR and other community resources that support or interact with people with disabilities that are 18 and older. Workshops will be shared with People First classes for students 18 and older as these programs are for students 18-21. Morningside team will attend community resource fairs and events in the community as invited to provide information and flyers to people in the community. Additional flyers will be shared with parent to parent and distributed in businesses throughout our community. Flyers will have contact information that includes the ability to call, text or email so that it is accessible to all people. It will include information for how to connect to a workshop of a person's interest either in person or virtually.

Evaluation

Goals

The overall goal of the Eye on Empowerment Course is to develop skills and provide experiences, which will result in course participants being significantly more capable and empowered to be self-directed, confidently seek employment, interact in their communities and live fulfilling lives. Evaluation of each participant's progress and goal achievement will be documented and reported for each curriculum topic and activity. This may be done in the form of assessments with each individual or completion of finished product (Self Advocacy goals, resume, etc.). Please refer to chart on Attachment E - Evaluation Worksheet.

Activities

The overall goal of the Eye on Empowerment Course is to develop skills and provide experiences, which will result in course participants being significantly more capable and empowered to be self-directed, confidently seek employment, interact in their communities and live fulfilling lives. Evaluation of each participant's progress and goal achievement will be documented and reported for each curriculum topic and activity. This may be done in the form of assessments with each individual, completion of finished product (Mock Interview feedback, resume, etc.)

Please refer to chart on Attachment E - Evaluation Worksheet.

Objectives

See Attachment E - Evaluation Worksheet

Output

See Attachment E - Evaluation Worksheet

Outcome

See Attachment E - Evaluation Worksheet

BILLING INFORMATION

Morningside will submit a Sign-In Sheet for each class with each Attendee's Signature (and name printed beside it) documenting attendance at that class. Each Sign-In Sheet will document the Name of the Class, the Names of Attendees beside their Signature and the Instructor(s) Name and Signature along with the Date, Time and Location of the Class.

Each month Morningside will submit a Billing Form and a Narrative Report detailing the Activities and Progress listed under the "Evaluation" section (above) for the previous month. Participant's Names will be included in the Monthly Report. The Billing and Narrative is to be submitted on or before the 10th of the Month following the reported activities.

At the conclusion of this contract Morningside will submit a Narrative describing the Outcomes of these Classes including their Strengths, Weaknesses/Challenges and Proposals/Recommendations for Change or Modification to Strengthen the Classes. This Narrative will be submitted to the County within 30 days of the Last Scheduled Class.

In addition to the Narrative, Morningside will provide the following information: Number of Individuals Served, the Attendance Rate of Each Student, their Performance (Test, Quizzes, Role-Plays) and a Client Satisfaction Survey from Participant.

An Administration Fee of \$400 may be billed upon Delivery of the Narrative and Student Data.

Classes	\$ 37,735.75
Evaluation Report	\$ 400.00
Maximum Consideration	\$ 38,135.75

CRIMINAL HISTORY BACKGROUND CHECK

All employees and volunteers who have unsupervised access to children, adolescents, or vulnerable adults are required to have a background check. RCW 43.43 and WAC 388-805-200 (2) require criminal background checks when employing staff members, including volunteers and subcontractors, who have unsupervised access to children, adolescents, vulnerable adults and persons who have developmental disabilities.

COMPENSATION

1. ☒ **a. FIXED FEE FOR SERVICE:** For services rendered, the County shall pay to the Contractor a fixed fee of THIRTY-EIGHT THOUSAND ONE HUNDRED THIRTY-FIVE DOLLARS AND SEVENTY-FIVE CENTS (\$ 38,135.75) for the completed work set forth in Attachment A. Payments for completed tasks shall be made no more frequently than ☒ monthly; ☐ quarterly; ☐ semi-annually; ☐ annually; ☐ at completion of project; ☐ other (specify) .

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

OR

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

Name/Position

Hourly Rate

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

Each request for payment shall be supported by an invoice specifying: the name/position of the Contractor's employee if two or more are identified above; number of hours worked; completed tasks for which compensation is sought; estimated percentage of task completion; payment amount requested; other (specify) .

In no event shall Contractor be compensated in excess of DOLLARS (\$) for the completed work set forth in Attachment "A."

2. AND

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

OR

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

OR

☐ **c.** Other (specify) .

GENERAL CONDITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

In connection with any appeal under this clause, the Contractor and County shall have the opportunity to submit written materials and argument and to offer documentary evidence in support of the appeal. Oral argument and live testimony will not be permitted. The decision of the County Administrator for the determination of such appeals shall be final and conclusive. Reviews of the appellate determination shall be brought in the Superior Court of Clallam County within 15 days of mailing of the written appellate determination. Pending final decision of the dispute, the Contractor shall proceed diligently with the performance of this Agreement and in accordance with the decision rendered.
 - (b) Notice of Potential Claims. The Contractor shall not be entitled to additional compensation or to extension of time for (1) any act or failure to act by the County Project Manager or the County, or (2) the happening of any event or occurrence, unless the Contractor has given the County a written Notice of Potential Claim within 10 days of the commencement of the act, failure, or event giving rise to the claim, and before final payment by the County. The written Notice of Potential Claim shall set forth the reasons for which the Contractor believes additional compensation or extension of time is due, the nature of the cost involved, and insofar as possible, the amount of the potential claim. Contractor shall

keep full and complete daily records of the work performed, labor and material used, and all costs and additional time claimed to be additional.

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

21. Ownership of Items Produced. All writings, programs, data, art work, music, maps, charts, tables, illustrations, records or other written, graphic, analog or digital materials prepared by the Contractor and/or its consultants or subcontractors, in connection with the performance of this Agreement shall be the sole and absolute property of the County and constitute "work made for hire" as that phrase is used in federal and/or state intellectual property laws and Contractor and/or its agents shall have no ownership or use rights in the work.
22. Recovery of Payments to Contractor. The right of the Contractor to retain monies paid to it is contingent upon satisfactory performance of this Agreement, including the satisfactory completion of the project described in the Scope of Work (Attachment A). In the event that the Contractor fails, for any reason, to perform obligations required of it by this Agreement, the Contractor may, at the County Project Manager's sole discretion, be required to repay to the County all monies disbursed to the Contractor for those parts of the project that are rendered worthless in the opinion of the County Project Manager by such failure to perform.

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

23. Project Approval. The extent and character of all work and services to be performed under this Agreement by the Contractor shall be subject to the review and approval of the County Project Manager. For purposes of this Agreement, the County Project Manager is:

Name: Kelley Lawrence
Title: County Coordinator - Developmental Disabilities
Department: Clallam County Health & Human Services
Address: 111 E 3rd Street - Port Angeles, WA 98362
Telephone: 360-417-2407
E-mail: kelley.lawrence@clallamcountywa.gov
Fax: 360-452-9605

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

24. Non-Discrimination. The Contractor shall not discriminate against any person on the basis of race, creed, political ideology, color, national origin, sex, marital status, sexual orientation, age, or the presence of any sensory, mental or physical handicap.
25. Subcontractors. In the event that the Contractor employs the use of any subcontractors, the contract between the Contractor and the subcontractor shall provide that the subcontractor is bound

by the terms of this Agreement between the County and the Contractor. The Contractor shall insure that in all subcontracts entered into, Clallam County is named as an express third-party beneficiary of such contracts with full rights as such.

26. No Third Party Beneficiaries. This agreement is intended for the benefit of only the County and Contractor. This agreement does not confer any benefits, rights, or privileges upon any third party.
27. Standard of Care. The Contractor shall perform its duties hereunder in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession as the Contractor currently practicing under similar circumstances. The Contractor shall, without additional compensation, correct those services not meeting such a standard.
28. Time is of the Essence. Time is of the essence in the performance of this contract unless a more specific time period is set forth in either the Special Terms and Conditions or Scope of Work.
29. Notice. Except as set forth elsewhere in the Agreement, for all purposes under this Agreement, except service of process, any notices shall be given by the Contractor to the County Project Manager. Notice to the Contractor for all purposes under this Agreement shall be given to the person executing the Agreement on behalf of the Contractor at the address identified on the signature page.
30. Severability. If any term or condition of this contract or the application thereof to any person(s) or circumstances is held invalid, such invalidity shall not affect other terms, conditions, or applications which can be given effect without the invalid term, condition or application. To this end, the terms and conditions of this contract are declared severable.
31. Precedence. In the event of inconsistency in this Agreement, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence in the following order:
 - (a) Applicable federal, state, and local statutes, ordinances, and regulations;
 - (b) Scope of Work (Attachment A) and Compensation (Attachment B);
 - (c) Special Terms and Conditions (Attachment D); and
 - (d) General Conditions (Attachment C).
32. Waiver. Waiver of any breach or condition of this contract shall not be deemed a waiver of any prior or subsequent breach. No term or condition of this contract shall be held to be waived, modified, or deleted except by an instrument, in writing, signed by the parties hereto.
33. Attorney Fees. In the event that litigation must be brought to enforce the terms of this agreement, the prevailing party shall be entitled to be paid reasonable attorney fees.
34. Construction. This agreement has been mutually reviewed and negotiated by the parties and should be given a fair and reasonable interpretation and should not be construed less favorably against either party.
35. Survival. Without being exclusive, Paragraphs 4, 7, 13-19, 21-22 and 31-35 of these General Conditions shall survive any termination, expiration, or determination of invalidity of this Agreement in whole or in part. Any other Paragraphs of this Agreement which, by their sense and context, are intended to survive shall also survive.
36. Entire Agreement. This written contract represents the entire Agreement between the parties and supersedes any prior statements, discussions or understandings between the parties except as provided herein.

SPECIAL TERMS AND CONDITIONS

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

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

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

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



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

- ☒ **COMMERCIAL GENERAL LIABILITY:**

Bodily injury, including death	\$1,000,000 per occurrence
	\$2,000,000 aggregate
Property damage	\$1,000,000 per occurrence
	\$2,000,000 aggregate
- ☒ **ERRORS AND OMISSIONS or PROFESSIONAL LIABILITY** with an Extended Reporting Period Endorsement (two year tail)

	\$2,000,000 per occurrence
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- ☒ **WORKERS COMPENSATION:**

	Statutory amount
--	------------------

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

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

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

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

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

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

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

EVALUATION WORKSHEET

GOAL	ACTIVITY	OBJECTIVE	OUTPUT	OUTCOME
The goal is for all course participants to gain money management skills.	Money Management activities will include interactive and customized lessons on finance management topics to include: understanding different forms of money, budgeting for bills, spending and saving, handling debit vs credit, planning for emergencies, employment income affecting benefits and understanding gross and net pay.	The objective is for all 10-20 participants to achieve a 50% improvement in knowledge of money management skills.	7 sessions serving 10-20 adults completing a Money Management workbook.	The outcome will be determined by each of the 10-20 participants completing an initial skills assessment and follow-up skills assessment.
The goal is for all participants to increase understanding on how to navigate services.	Navigating Services activities will include instruction on state and federal systems navigation and application for services. Focus will be on understanding and connecting with DDA and DVR. Family members and caregivers can be involved in this part of the curriculum, if applicable.	The objective is for 100% of the 10-20 participants to achieve a 50% understanding of the material addressed through instruction in class.	2 sessions serving 10-20 adults given DDA, DVR, SS powerpoints and additional materials on Apple Health, DD application, DVR VI.	The outcome will be determined by each of the 10-20 participants completing an initial and follow up skills assessment.
The goal is for all participants to complete documents necessary to apply for employment.	Applying for Employment activities will include developing a resume, learning to fill out applications, creating a "master application", developing interview skill, and requesting letters of recommendation.	The objective is for 100% of the 10-20 participants to have a complete resume, master application, improved interview skills and knowledge of how to request letters of recommendation.	7 sessions serving 10-20 adults with an employment portfolio.	The outcome will be measured by all 10-15 participants being in possession of an employment portfolio at the end of the course to include a resume, master application and letters of recommendation.

				Interview skills will be measured by a mock interview assessment.
The goal is for all participants to improve health habits.	Healthy Lifestyle activities will include interactive and customized lessons on health and wellness topics to include: nutrition, exercise, maintaining mental health, healthy relationships, reproductive health information and creating healthy routines.	The objective is for 100% of the 10-20 participants to demonstrate improved health habits in atleast 1 topic area.	4 sessions serving 10-20 adults given work sheets, tracking sheets, and nutritional handouts.	The outcome will be determined by each of the 10-20 participants completing an initial assessment questionnaire and a follow-up questionnaire. Outcomes may also be measured through observation and verbal communications regarding improvement of health management.
The goal is for all participants to gain time management skills.	Time Management activities will include interactive and customized lessons on time management topics including:creating routines for punctuality, managing work schedules, requesting time off from employers, using tools and technology to assist with time management.	The objective is for 100% of the 10-20 participants to demonstrate improved time management skills.	3 sessions serving 10-20 adults given handouts of power points and schedules.	The outcome will be measured by each of the 10-15 participant's demonstrated ability to arrive on time for course classes.
The goal is for all participants to gain self-advocacy and confidence-building understanding and skills.	Advocacy activities will include interactive and customized lessons on self-advocacy.	The objective is for 100% of the 10-20 participants to understand what advocacy is, when it is important to advocate for yourself and how to advocate for things they want and need in their lives.	5 sessions serving 10-20 adults with handouts of powerpoints and activity sheets.	The outcome will be measured by each of the 10-20 participants demonstrating the ability to advocate in the class room.
The goal is for all participants to gain and improve soft skills.	Soft skills activities will include a variety of interactive lessons to develop and improve soft skills including communication, social skills,	The objective is for 100% of the 10-20 participants to achieve atleast 50% improvement in their soft skills overall.	6 sessions serving 10-20 adults with handouts.	The outcome will be determined by each of the 10-20 participants completing an initial assessment and follow-up

PERSONAL SERVICES AGREEMENT

ATTACHMENT E

	professionalism, problem solving, positive attitude, appearance and hygiene awareness.			assessment after skills have been taught and practiced.
The goal is for all participants to gain Work Readiness skills.	Work Readiness Skills will include developing resume development, mock interview practice, elevator speech, strengths about self and targeted portfolio.	The objective is for 100% of the 10-20 participants to achieve atleast 50% improvement in their work readiness skills overall.	6 sessions serving 10-20 adults with handouts, hands on activities and powerpoints.	The outcome will be determined by each of the 10-20 participants completing an initial assessment and follow-up assessment after skills have been taught and practiced.

2e



AGENDA ITEM SUMMARY

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

JAN 23 2024

Department: Health & Human Services

WORK SESSION ☐ **Meeting Date:**

REGULAR AGENDA ☒ **Meeting Date:** January 23, 2024

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

Item summary:

- | | | |
|---|---|--------------------------------------|
| ☐ Call for Hearing | ☒ Contract/Agreement/MOU - Contract # 11331-24-PJA-EP | |
| ☐ Resolution | ☐ Proclamation | ☐ Budget Item |
| ☐ Draft Ordinance | ☐ Final Ordinance | ☐ Other |

Documents exempt from public disclosure attached: ☐

Executive summary:

This Personal Services Agreement is between Clallam County HHS and Pierce, Jones & Associates for the "Emergency Preparedness". The purpose of this program is to provide an in-person educational program on emergency preparedness focusing on individuals who experience intellectual and developmental disabilities. The goal is to build confidence in each person's ability to be self-sufficient and a leader in their home and community. Agreement start date is January 1, 2024 thru December 31, 2025. The maximum program agreement amount is \$44,647.70.

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

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

County Official signature & print name:

 KEVIN LoPiccolo

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

Relevant Departments: Health & Human Services

Date submitted: January 16, 2024

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



PERSONAL SERVICES AGREEMENT

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

Name: Pierce, Jones & Associates LLC
Address: 720 E Washington Street, Suite 106
Sequim, WA 98382
Phone No: (360) 582-7694

(hereinafter called "Contractor").

This Agreement is comprised of:

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

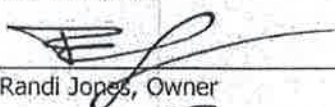
copies of which are attached hereto and incorporated herein by this reference as if fully set forth.

The term of this Agreement shall commence on the 1st day of January 2024 and shall, unless terminated as provided elsewhere in the Agreement, terminate on the 31st day of December 2025.

IN WITNESS WHEREOF, the parties have executed this Agreement on this day of 20 .

CONTRACTOR

BOARD OF CLALLAM COUNTY COMMISSIONERS


Randi Jones, Owner


Mike French, Chair

Print name:

Randi Jones

Title:

Partner

Date:

January 16, 2024

ATTEST:

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


Loni Gores, Clerk of the Board

Originals: BOCC
Vendor
Initiating Department
Copies: 5

SCOPE OF WORK

EMERGENCY PREPAREDNESS

Pierce, Jones & Associates will provide an in-person educational program on emergency preparedness in the Pacific Northwest. This program is focused on individuals who experience intellectual and developmental disabilities.

The Emergency Preparedness training will consist of two courses: Sheltering in Place and Bugging Out. Both training courses will emphasize and use an interactive model in learning about and using each item contained in their kits. We will use task analysis and hands-on training. By the end of each session, each individual will have touched, practiced with, and become familiarized with each item in their kit.

The Sheltering in Place course is designed to assist individuals with disabilities in staying safe in their homes when the power has gone out, there is a wind or snowstorm, freezing temperatures, chemical or biological hazards. We will help identify the procedures for getting information and how to relay it if you need help.

The Bug Out training focuses on what to do if there is an order to evacuate. Who do you contact, where do you go, who will help. We will facilitate and introduce community emergency partners. The America Red Cross will come in and show an example of a cot that they would be using if they were to evacuate. They will be available to answer any questions that individuals might have about the process. We will talk about how it feels, what to expect and who to go to if they have any special needs.

The Fire Department will come in and talk about fire safety and dangers that people may encounter, the Clallam County Emergency Management team will talk about their processes for our area and how to relay when you are okay or need help. We will discuss who to contact and how to access help after the disaster trigger has occurred. We explain the difference between 211 and 911. We call the 211 operator in class cementing the experience before the call needs to be made during an emergency or disaster. We talk about the difference between being in a localized emergency and being in a community wide disaster. We will talk about specific disasters that individuals have already been through and survived, showcasing that they already have experience and some training. We will promote the knowledge that many people do survive disasters and so can we.

The Shelter in Place in-person training will be offered to 8-12 participants each training twice each year of the contract. It will consist of six classes that will run 2 hours each. It will outline the immediate response, the items needed for staying safe in your home, radios, first aid, flashlights and then review what you will need for possible long-term sheltering. Understanding and using the Okay/Help sign, water, food, cooking supplies, what order to eat the food in your home, porta potty 101, medicines, personal hygiene, making your space small to conserve heat with a tent. How to mentally deal with your situation, and what tools can help. After participants have completed the Shelter in Place training, they will receive a rolling duffle bag consisting of all the items that they have opened, practiced, and become familiar with to stay safe in their homes.

The Bug Out in-person training will be offered to 10-15 individuals each training twice each year of the contract and will consist of four 1.5-hour trainings on what to do if you are told to evacuate. Discuss with local Emergency Management about where we would have local shelters, how we would get there, what items you will need to take with you. We will outline the process so that when it happens individuals are prepared and know what to expect. After participants have completed their Bug Out training, they will take home a backpack filled with items that they can put on their person and leave immediately when told to evacuate.

The curriculum will be developed in such a way as to build confidence in each person's ability to be self-sufficient and a leader in their home and community. It will be designed around education, what do you need to know and when do you use your knowledge. Preparation, having the tools, and how to go from someone who needs help to someone who can provide help.

Pierce, Jones & Associates will obtain and store in a secure facility all items needed for each training course. They will assemble and transport the bags and training materials to and from the training area each class until each participant is ready to take them home after completion of the training.

Community Needs and Benefit

Gaps in Services and Target Population

In Clallam County, there are no current programs that teach Individuals who experience intellectual or developmental disabilities how to be prepared in the case of an emergency or natural disaster. It is the goal of Pierce, Jones & Associates to fill that gap.

We propose to teach up to 72 individuals over the course of two years how to take the knowledge and tools provided from each training and not only survive a disaster but to assist their friends and neighbors as well.

More than 1,000 earthquakes occur in Washington each year, with more than a dozen rating high enough to be felt. With strong winds, rain, and snowstorms, Clallam County faces some of the most challenging conditions. Clallam County has already had multiple instances this year when part of the County has been unpassable, leaving Forks blocked due to landslides and downed trees. Damage from flooding exceeds damage by all other natural hazards in Washington State. By knowing what to expect and learning how to use the tools provided to be safe in their own home, Pierce, Jones & Associates feels that it enables individuals with disabilities to be less afraid and feel confident in their ability to care for themselves and others.

Project Description

Pierce, Jones, and Associates will provide Emergency Preparedness training to individuals in all of Clallam County. Pierce, Jones & Associates will design and implement the curriculum with the input of the Clallam County Emergency Management team and FEMA.

The Emergency Preparedness training will consist of two courses: Sheltering in Place and Bug Out training. The Shelter in Place in-person training will be offered twice each year to 8-12 participants. It will consist of six classes that will run for 2 hours each. The Bug Out in-person training will be offered twice each year to 10-15 individuals and will consist of four 1.5-hour trainings on what to do if you are told to evacuate. Each contract year the first Sheltering in Place session will begin in April with the second session beginning in August. The Bug Out sessions will begin each year in June and the second session will begin in September. All training will be on a bus line and during regular scheduled route times to enable those relying on public transportation.

In each of these trainings we will discuss natural and manmade disasters that can and do affect the Pacific Northwest. We will talk about the emotional responses that might be triggered and how to deal with them. We will not only talk about emergency personnel and how they can assist us and how we can assist them but speak to them directly and become familiarized with their process. We will teach individuals about each of the items in their bags and how to use them. We will talk about them, practice using them, and talk about them again. Pierce, Jones & Associates will offer the courses in Port Angeles, Sequim, and in Forks.

Community Inclusion, Integration and Collective Impact

The Emergency Preparedness courses will be inclusive and open to all people in Clallam County. Only individuals who are DDA eligible will be able to take the bags home with them after the completion of each session. All others will be provided with a handout of the items in the shelter in place bags and the bug out bags. With the use of their Emergency Preparedness Kits and training, individuals will be able to take on leadership roles in their communities in the event of a man made or natural disaster.

Outreach Plan

Pierce, Jones & Associates plan for outreach is to utilize the local radio stations, the Peninsula Daily News, the Sequim Gazette, the Forks Forum, and our website. We will create flyers to be handed out at Parent to Parent, and other agencies that support individuals with disabilities. We will partner with DDA and DVR to ensure that they are up to date on all upcoming classes. We have already gotten 17 individuals who have signed up for the potential classes during the Project Safer event at the Clallam County Fair Grounds.

Evaluation**Goals**

It is the goal of Pierce, Jones and Associates to teach individuals who experience a disability to be able to stay safe in a manmade or natural disaster. It is our goal to educate the public and bring emergency medical and public service personnel to the classes to meet the individuals who are taking these trainings. These trainings will help empower people with disabilities by giving them the tools to not only take care of themselves in an emergency situation but to become leaders and help others as well. It is important for the public to gain understanding of the values and goals of independent living and self-sufficiency for people who experience intellectual and developmental disabilities.

Activities

Please refer to the chart on Attachment E - Evaluation Worksheet.

Objectives

Please refer to the chart on Attachment E - Evaluation Worksheet.

Output

Please refer to the chart on Attachment E - Evaluation Worksheet.

Outcome

Please refer to the chart on Attachment E - Evaluation Worksheet.

BILLING INFORMATION

Pierce Jones will submit a Sign-In Sheet for each Activity with each Attendee's Signature (and Name Printed Beside It) documenting attendance at that activity. Each Sign-In Sheet will document the Name of the Activity, the Names of Attendees beside their Signature and the Employee(s) Name and Signature along with the Date, Time and Location of the Activity.

Each month Pierce Jones will submit a Billing Form and a Narrative Report detailing the Activities and Progress listed under the "Evaluation" section (above) for the previous month. Attendees's Names will be included in the Monthly Report. The Billing and Narrative is to be submitted on or before the 10th of the Month following the reported Activities.

At the conclusion of this contract Pierce Jones will submit a Narrative describing the Outcomes of these Activities including their Strengths, Weaknesses/Challenges and Proposals/Recommendations for Change or Modification to Strengthen the Activity. This Narrative will be submitted to the County within 30 days of the Last Scheduled Activity.

In addition to the Narrative, Pierce Jones will provide the following information: Number of Individuals Served, the Attendance Rate of Each Individual, their Performance (Manner of Participation) and a Participant Satisfaction Survey from Participant.

An Administration Fee of \$400 may be billed upon Delivery of the Narrative.

Activities	\$ 44,247.70
Evaluation Report	\$ 400.00
Maximum Consideration	\$ 44,647.70

CRIMINAL HISTORY BACKGROUND CHECK

All employees and volunteers who have unsupervised access to children, adolescents, or vulnerable adults are required to have a background check. RCW 43.43 and WAC 388-805-200 (2) require criminal background checks when employing staff members, including volunteers and subcontractors, who have unsupervised access to children, adolescents, vulnerable adults and persons who have developmental disabilities.

COMPENSATION

1. ☒ **a. FIXED FEE FOR SERVICE:** For services rendered, the County shall pay to the Contractor a fixed fee of FORTY-FOUR THOUSAND SIX HUNDRED FORTY-SEVEN DOLLARS AND SEVENTY CENTS DOLLARS AND SEVENTY CENTS (\$44,647.70) for the completed work set forth in Attachment A. Payments for completed tasks shall be made no more frequently than ☒ monthly; ☐ quarterly; ☐ semi-annually; ☐ annually; ☐ at completion of project; ☐ other (specify) _____.

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

OR

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

Name/Position

Hourly Rate

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

Each request for payment shall be supported by an invoice specifying: the name/position of the Contractor's employee if two or more are identified above; number of hours worked; completed tasks for which compensation is sought; estimated percentage of task completion; payment amount requested; other (specify) _____.

In no event shall Contractor be compensated in excess of _____ DOLLARS (\$) for the completed work set forth in Attachment "A."

2. AND

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

OR

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

OR

☐ **c.** Other (specify) _____.

GENERAL CONDITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

In connection with any appeal under this clause, the Contractor and County shall have the opportunity to submit written materials and argument and to offer documentary evidence in support of the appeal. Oral argument and live testimony will not be permitted. The decision of the County Administrator for the determination of such appeals shall be final and conclusive. Reviews of the appellate determination shall be brought in the Superior Court of Clallam County within 15 days of mailing of the written appellate determination. Pending final decision of the dispute, the Contractor shall proceed diligently with the performance of this Agreement and in accordance with the decision rendered.
 - (b) Notice of Potential Claims. The Contractor shall not be entitled to additional compensation or to extension of time for (1) any act or failure to act by the County Project Manager or the County, or (2) the happening of any event or occurrence, unless the Contractor has given the County a written Notice of Potential Claim within 10 days of the commencement of the act, failure, or event giving rise to the claim, and before final payment by the County. The written Notice of Potential Claim shall set forth the reasons for which the Contractor believes additional compensation or extension of time is due, the nature of the cost involved, and insofar as possible, the amount of the potential claim. Contractor shall

keep full and complete daily records of the work performed, labor and material used, and all costs and additional time claimed to be additional.

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

21. Ownership of Items Produced. All writings, programs, data, art work, music, maps, charts, tables, illustrations, records or other written, graphic, analog or digital materials prepared by the Contractor and/or its consultants or subcontractors, in connection with the performance of this Agreement shall be the sole and absolute property of the County and constitute "work made for hire" as that phrase is used in federal and/or state intellectual property laws and Contractor and/or its agents shall have no ownership or use rights in the work.
22. Recovery of Payments to Contractor. The right of the Contractor to retain monies paid to it is contingent upon satisfactory performance of this Agreement, including the satisfactory completion of the project described in the Scope of Work (Attachment A). In the event that the Contractor fails, for any reason, to perform obligations required of it by this Agreement, the Contractor may, at the County Project Manager's sole discretion, be required to repay to the County all monies disbursed to the Contractor for those parts of the project that are rendered worthless in the opinion of the County Project Manager by such failure to perform.

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

23. Project Approval. The extent and character of all work and services to be performed under this Agreement by the Contractor shall be subject to the review and approval of the County Project Manager. For purposes of this Agreement, the County Project Manager is:

Name: Kelley Lawrence
Title: County Coordinator · Developmental Disabilities
Department: Clallam County Health & Human Services
Address: 111 E 3rd Street · Port Angeles, WA 98362
Telephone: 360-417-2407
E-mail: kelley.lawrence@clallamcountywa.gov
Fax: 360-452-9605

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

24. Non-Discrimination. The Contractor shall not discriminate against any person on the basis of race, creed, political ideology, color, national origin, sex, marital status, sexual orientation, age, or the presence of any sensory, mental or physical handicap.
25. Subcontractors. In the event that the Contractor employs the use of any subcontractors, the contract between the Contractor and the subcontractor shall provide that the subcontractor is bound

by the terms of this Agreement between the County and the Contractor. The Contractor shall insure that in all subcontracts entered into, Clallam County is named as an express third-party beneficiary of such contracts with full rights as such.

26. No Third Party Beneficiaries. This agreement is intended for the benefit of only the County and Contractor. This agreement does not confer any benefits, rights, or privileges upon any third party.
27. Standard of Care. The Contractor shall perform its duties hereunder in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession as the Contractor currently practicing under similar circumstances. The Contractor shall, without additional compensation, correct those services not meeting such a standard.
28. Time is of the Essence. Time is of the essence in the performance of this contract unless a more specific time period is set forth in either the Special Terms and Conditions or Scope of Work.
29. Notice. Except as set forth elsewhere in the Agreement, for all purposes under this Agreement, except service of process, any notices shall be given by the Contractor to the County Project Manager. Notice to the Contractor for all purposes under this Agreement shall be given to the person executing the Agreement on behalf of the Contractor at the address identified on the signature page.
30. Severability. If any term or condition of this contract or the application thereof to any person(s) or circumstances is held invalid, such invalidity shall not affect other terms, conditions, or applications which can be given effect without the invalid term, condition or application. To this end, the terms and conditions of this contract are declared severable.
31. Precedence. In the event of inconsistency in this Agreement, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence in the following order:
 - (a) Applicable federal, state, and local statutes, ordinances, and regulations;
 - (b) Scope of Work (Attachment A) and Compensation (Attachment B);
 - (c) Special Terms and Conditions (Attachment D); and
 - (d) General Conditions (Attachment C).
32. Waiver. Waiver of any breach or condition of this contract shall not be deemed a waiver of any prior or subsequent breach. No term or condition of this contract shall be held to be waived, modified, or deleted except by an instrument, in writing, signed by the parties hereto.
33. Attorney Fees. In the event that litigation must be brought to enforce the terms of this agreement, the prevailing party shall be entitled to be paid reasonable attorney fees.
34. Construction. This agreement has been mutually reviewed and negotiated by the parties and should be given a fair and reasonable interpretation and should not be construed less favorably against either party.
35. Survival. Without being exclusive, Paragraphs 4, 7, 13-19, 21-22 and 31-35 of these General Conditions shall survive any termination, expiration, or determination of invalidity of this Agreement in whole or in part. Any other Paragraphs of this Agreement which, by their sense and context, are intended to survive shall also survive.
36. Entire Agreement. This written contract represents the entire Agreement between the parties and supersedes any prior statements, discussions or understandings between the parties except as provided herein.

SPECIAL TERMS AND CONDITIONS

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

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

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

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



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

- ☒ **COMMERCIAL GENERAL LIABILITY:**

Bodily injury, including death	\$1,000,000 per occurrence
	\$2,000,000 aggregate
Property damage	\$1,000,000 per occurrence
	\$2,000,000 aggregate
- ☒ **ERRORS AND OMISSIONS or PROFESSIONAL LIABILITY** with an Extended Reporting Period Endorsement (two year tail) \$2,000,000 per occurrence
- ☒ **WORKERS COMPENSATION:** Statutory amount

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

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

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

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

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

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



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



4. Other (specify)

EVALUATION WORKSHEET

GOAL	ACTIVITY	OBJECTIVE	OUTPUT	OUTCOME
The goal for participants to know how to use the items in their kits by the end of the training session.	Staff will give systematic instructions to each participant to take out, use, and discuss each item in the kit during the training session.	The objective is for each individual to know and understand each item in their kit so that when they need to use it, it will be familiar to them.	Each session will consist of multiple classes with reviews throughout. They will have had discussions and used each item in their kit.	The outcome will be each participant feeling comfortable and confident with each item in their kit and knowing that they have the power to keep themselves and others safe.
The goal is for each participant to meet and know the names of emergency personnel in Clallam County by the end of the training session.	Pierce, Jones & Associates will invite emergency management staff, fire fighters, and the American Red cross to attend each session.	The objective is for each individual to get to know emergency personnel and to ask any questions that they have.	Each session will have multiple emergency personal present to showcase their experience and to talk to participants about what to expect in a disaster.	The outcome will be that each participant will feel that they know what to expect from emergency personnel if there is a disaster.
The goal is for each participant to feel empowered by the knowledge that they can keep themselves safe in a man made or natural disaster, by the end of the training session.	Pierce, Jones and associates will give systematic instructions to each participant to take out, use, and discuss each item in the kit, have open and honest discussions about what one can expect during a man made or natural disaster, They will invite emergency personal from different fields to answer any questions and will have people who have taken previous courses come in and talk about their experiences.	The objective is for each individual taking this course to know that they are capable of not just taking care of themselves but that they have the ability to take care of others.	During each session we will be talking about what to expect in the case of an emergency, hear testimonials of people who have successfully survived similar situations, and meet emergency personnel who will talk about what to expect.	The outcome for this goal is for each participant to have faith in their abilities and know that they have the knowledge and the tools to advocate for themselves and to stay safe in a disaster, as well as be a part of the team that can help others.



28
JAN 23 2024

AGENDA ITEM SUMMARY

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

Department: Health & Human Services

WORK SESSION ☐ **Meeting Date:**

REGULAR AGENDA ☒ **Meeting Date:** January 23, 2024

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

Item summary:

- | | | |
|---|--|--------------------------------------|
| ☐ Call for Hearing | ☒ Contract/Agreement/MOU - Contract # 11331-24-CC-BTTF | |
| ☐ Resolution | ☐ Proclamation | ☐ Budget Item |
| ☐ Draft Ordinance | ☐ Final Ordinance | ☐ Other |

Documents exempt from public disclosure attached: ☐

Executive summary:

This Personal Services Agreement is between Clallam County HHS and Concerned Citizens for the "Bridges to the Future". The purpose of this program is to introduce educational outreach meetings in Clallam County in order to increase the knowledge and power for families and participants living with developmental disabilities with hands on help to get through the maze of paperwork and provide information and education regarding available services. Agreement start date is January 1, 2024 thru December 31, 2025. The maximum program agreement amount is \$45,420.00

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?** ☐
Funds are already in the budget.

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

County Official signature & print name:  KEVIN LoPiccolo

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

Relevant Departments: Health & Human Services

Date submitted: January 16, 2024

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

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



PERSONAL SERVICES AGREEMENT

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

Name: Concerned Citizens
Address: 945 S Forks Avenue
Forks, WA 98331
Phone N^o: (360) 640-0238

(hereinafter called "Contractor").

This Agreement is comprised of:

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

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

The term of this Agreement shall commence on the 1st day of January 2024 and shall, unless terminated as provided elsewhere in the Agreement, terminate on the 31st day of December 2025.

IN WITNESS WHEREOF, the parties have executed this Agreement on this day of 20 .

CONTRACTOR

BOARD OF CLALLAM COUNTY COMMISSIONERS

Linda Middleton
Linda Middleton, Executive Director

Mike French, Chair

Print name: Linda Middleton

Title: Executive Director

Date: 1-16-2024, 20

ATTEST:

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

Loni Gores, Clerk of the Board

Originals: BOCC
Vendor
Initiating Department
Copies: 5

SCOPE OF WORK

BRIDGES TO THE FUTURE

To introduce educational outreach meetings in Clallam County to increase the knowledge and power it brings to families and participants living with developmental disabilities. Increasing access to services with hands on help to get through the maze of paperwork. Knowledge is Power.

Community Needs and Benefit

Gaps in Services and Target Population

Many high school students look forward to graduation at 18 as the finish line. When students graduate at age 18 and leave school they hit a gap in services until they are 21 for things like Community Inclusion and Employment programs. If they stay in school until 21 it is a smooth transition to adult services so they can retain their connection to services. There are people in our communities who are not being served. By educating students and families about what services are available, and by offering support in navigating and connecting them to services, and vital programs we can bridge this gap.

In our Representative Payee (RP) program we do various case management tasks on a daily basis. It is a gap that has no financial backing and is very time consuming, involving working with individuals to have basic needs met, recovering services that have been reduced or lost. Retaining housing, signing up for assistance that they didn't know they qualify for or can't do the paperwork. We fill that gap, but it keeps the (RP) program in the red to accommodate these important needs.

Project Description

Concerned Citizens will host a total of 14 community meetings over the course of 2 years, in an effort to connect with community members with Developmental Delays ages 14 years old to those who are aging out, plus, parents and guardians offering individualized support to find and access services they need to thrive in our community or to plan for the future. Our community meetings will be offered throughout the county: four in the east end and 3 in the west end from January 1, 2024 to December 31, 2025.

We will provide individual support in navigating Supported Decision Making, Social Security, State Issued Identification, Voter Registration, connecting to Paratransit, and connecting with other community based support options like Low Income Energy Assistance Program (LIHEAP) and Olympic Community Action Programs (OlyCAP). Guardianship, Special Need Trusts, and Future planning including filling out paperwork and jumping through the hoops.

Community Inclusion, Integration and Collective Impact

By creating and supporting timely access to necessary and appropriate services, and by addressing potential gaps in service, we hope to empower our community members who experience disabilities to lead active lives full of friendship, choice, and respect and contribution.

Outreach Plan

Events will be geared to both transition students getting ready to graduate and those who have already graduated, their parents and guardians. Events will be both for listening to concerns and for teaching and mentoring from the people who have experience and expertise for each of the subjects. Consultants and educators will be brought in from other agencies to address needs and gaps identified and will collect information from participants. They will also distribute information, help with applications for services, and facilitate the exchange of information. A project coordinator or existing staff will coordinate and organize these meetings. This funding will not supplant existing funding and will be used only to enhance services we already provide. This RFP will extend our reach beyond what our existing programs can do for our participants and others in the community. We will provide flyers to the schools, and will post the meetings on our Facebook and website. From this outreach we will be able to connect individually to help with the paperwork, and complicated navigation it takes to access services. We want to work with PAVE to provide

forums for parents understanding IEPs to increase our reach to this population. The RP program will be able to accommodate the need for case management and assistance to help (DDA) case managers and school staff to bridge these gaps.

Evaluation

Goals

1. To bring community meetings to Clallam County communities empowering participants to build relationships, based on shared experiences building support and resilience specifically in remote communities who need individualized support and hands on assistance.
2. To educate families of high school students who experience developmental disabilities regarding the need to stay in school until age 21 when other services will come available in order to live as independently as possible.
3. To enhance the work of the Representative Payee department to mediate, support and assist people with disabilities to retain services they currently have and enhance services that would compliment those services troubleshooting the myriad of problems they encounter, with hands-on, personal, individualized support.

Activities

1. To conduct seven meetings per year, with four meetings per year in the East End of the county, hosted at the Vern Burton center, two meetings per year hosted in Forks, at the Family Center, and one meeting per year at the Marina Conference Center in Neah Bay.
2. Follow up with meeting participants to provide one-on-one individual support for the services identified.
3. Train parent liasons to carry forward the parent support and navigation as volunteers.
4. Enhance the Payee department to continue mentoring and assisting individuals to avert crisis management for the DD case managers and schools.

Objectives

1. 10 participants at each meeting in the East End and 5 attendees in the West End measured by Attendance sheets
2. 14 meetings across the County from January 1, 2023 to December 31, 2025 measured by attendance sheets and flyers.
3. 50% of attendees will access the Services Resource Guide (SRG). Case notes will be available for measuring success.
4. Fund the RP department to continue providing troubleshooting and resource navigation to a minimum of 30 people a month who seek individual assistance to preserve and gain services they need.

Output

1. Attendance sheets to monitor attendance for a minimum of 10 participants in the East End and 5 attending in the West End.
2. Students and families who attend our community sessions will feel empowered and supported to access the services that are relevant to their lives measured by beginning and ending surveys for each meeting.
3. 50% Of graduating students will stay in school until age 21.

4. A minimum of 30 people will retain services, receive troubleshooting assistance and apply for adjunct services.

Outcome

Over the 2 year service period, Case Management, School Districts and the County will see an increase in knowledgeable clients and the power to choose, access, and retain services.

Before and After surveys will help determine learning and successful advocacy. Parents, Participants, and Guardians will continue meeting and collaborating to support future parents, guardians, and participants to pay it forward.

BILLING INFORMATION

Concerned Citizens will submit a Sign-In Sheet for each Activity with each Attendee's Signature (and Name Printed Beside It) documenting attendance at that activity. Each Sign-In Sheet will document the Name of the Activity, the Names of Attendees beside their Signature and the Employee(s) Name and Signature along with the Date, Time and Location of the Activity.

Each month Concerned Citizens will submit a Billing Form and a Narrative Report detailing the Activities and Progress listed under the "Evaluation" section (above) for the previous month. Participant's Names will be included in the Monthly Report. The Billing and Narrative is to be submitted on or before the 10th of the Month following the reported Activities.

At the conclusion of this contract Concerned Citizens will submit a Narrative describing the Outcomes of these Activities including their Strengths, Weaknesses/Challenges and Proposals/Recommendations for Change or Modification to Strengthen the Activity. This Narrative will be submitted to the County within 30 days of the Last Scheduled Activity.

In addition to the Narrative, Concerned Citizens will provide the following information: Number of Individuals Served, the Attendance Rate of Each Individual, their Performance (Manner of Participation) and a Participant Satisfaction Survey from Participant.

An Administration Fee of \$400 may be billed upon Delivery of the Narrative.

Activities	\$ 45,020.00
Evaluation Report	\$ 400.00
Maximum Consideration	\$ 45,420.00

CRIMINAL HISTORY BACKGROUND CHECK

All employees and volunteers who have unsupervised access to children, adolescents, or vulnerable adults are required to have a background check. RCW 43.43 and WAC 388-805-200 (2) require criminal background checks when employing staff members, including volunteers and subcontractors, who have unsupervised access to children, adolescents, vulnerable adults and persons who have developmental disabilities.

COMPENSATION

1. ☒ **a. FIXED FEE FOR SERVICE:** For services rendered, the County shall pay to the Contractor a fixed fee of FORTY-FIVE THOUSAND FOUR HUNDRED AND TWENTY DOLLARS (\$45,420.00) for the completed work set forth in Attachment A. Payments for completed tasks shall be made no more frequently than ☒ monthly; ☐ quarterly; ☐ semi-annually; ☐ annually; ☐ at completion of project; ☐ other (specify) _____.

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

OR

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

Name/Position

Hourly Rate

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

Each request for payment shall be supported by an invoice specifying: the name/position of the Contractor's employee if two or more are identified above; number of hours worked; completed tasks for which compensation is sought; estimated percentage of task completion; payment amount requested; other (specify) _____.

In no event shall Contractor be compensated in excess of _____ DOLLARS (\$) for the completed work set forth in Attachment "A."

2. AND

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

OR

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

OR

☐ **c.** Other (specify) _____.

GENERAL CONDITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

In connection with any appeal under this clause, the Contractor and County shall have the opportunity to submit written materials and argument and to offer documentary evidence in support of the appeal. Oral argument and live testimony will not be permitted. The decision of the County Administrator for the determination of such appeals shall be final and conclusive. Reviews of the appellate determination shall be brought in the Superior Court of Clallam County within 15 days of mailing of the written appellate determination. Pending final decision of the dispute, the Contractor shall proceed diligently with the performance of this Agreement and in accordance with the decision rendered.
 - (b) Notice of Potential Claims. The Contractor shall not be entitled to additional compensation or to extension of time for (1) any act or failure to act by the County Project Manager or the County, or (2) the happening of any event or occurrence, unless the Contractor has given the County a written Notice of Potential Claim within 10 days of the commencement of the act, failure, or event giving rise to the claim, and before final payment by the County. The written Notice of Potential Claim shall set forth the reasons for which the Contractor believes additional compensation or extension of time is due, the nature of the cost involved, and insofar as possible, the amount of the potential claim. Contractor shall

keep full and complete daily records of the work performed, labor and material used, and all costs and additional time claimed to be additional.

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

21. Ownership of Items Produced. All writings, programs, data, art work, music, maps, charts, tables, illustrations, records or other written, graphic, analog or digital materials prepared by the Contractor and/or its consultants or subcontractors, in connection with the performance of this Agreement shall be the sole and absolute property of the County and constitute "work made for hire" as that phrase is used in federal and/or state intellectual property laws and Contractor and/or its agents shall have no ownership or use rights in the work.
22. Recovery of Payments to Contractor. The right of the Contractor to retain monies paid to it is contingent upon satisfactory performance of this Agreement, including the satisfactory completion of the project described in the Scope of Work (Attachment A). In the event that the Contractor fails, for any reason, to perform obligations required of it by this Agreement, the Contractor may, at the County Project Manager's sole discretion, be required to repay to the County all monies disbursed to the Contractor for those parts of the project that are rendered worthless in the opinion of the County Project Manager by such failure to perform.

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

23. Project Approval. The extent and character of all work and services to be performed under this Agreement by the Contractor shall be subject to the review and approval of the County Project Manager. For purposes of this Agreement, the County Project Manager is:

Name: Kelley Lawrence
Title: County Coordinator · Developmental Disabilities
Department: Clallam County Health & Human Services
Address: 111 E 3rd Street · Port Angeles, WA 98362
Telephone: 360-417-2407
E-mail: kelley.lawrence@clallamcountywa.gov
Fax: 360-452-9605

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

24. Non-Discrimination. The Contractor shall not discriminate against any person on the basis of race, creed, political ideology, color, national origin, sex, marital status, sexual orientation, age, or the presence of any sensory, mental or physical handicap.
25. Subcontractors. In the event that the Contractor employs the use of any subcontractors, the contract between the Contractor and the subcontractor shall provide that the subcontractor is bound

by the terms of this Agreement between the County and the Contractor. The Contractor shall insure that in all subcontracts entered into, Clallam County is named as an express third-party beneficiary of such contracts with full rights as such.

26. No Third Party Beneficiaries. This agreement is intended for the benefit of only the County and Contractor. This agreement does not confer any benefits, rights, or privileges upon any third party.
27. Standard of Care. The Contractor shall perform its duties hereunder in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession as the Contractor currently practicing under similar circumstances. The Contractor shall, without additional compensation, correct those services not meeting such a standard.
28. Time is of the Essence. Time is of the essence in the performance of this contract unless a more specific time period is set forth in either the Special Terms and Conditions or Scope of Work.
29. Notice. Except as set forth elsewhere in the Agreement, for all purposes under this Agreement, except service of process, any notices shall be given by the Contractor to the County Project Manager. Notice to the Contractor for all purposes under this Agreement shall be given to the person executing the Agreement on behalf of the Contractor at the address identified on the signature page.
30. Severability. If any term or condition of this contract or the application thereof to any person(s) or circumstances is held invalid, such invalidity shall not affect other terms, conditions, or applications which can be given effect without the invalid term, condition or application. To this end, the terms and conditions of this contract are declared severable.
31. Precedence. In the event of inconsistency in this Agreement, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence in the following order:
 - (a) Applicable federal, state, and local statutes, ordinances, and regulations;
 - (b) Scope of Work (Attachment A) and Compensation (Attachment B);
 - (c) Special Terms and Conditions (Attachment D); and
 - (d) General Conditions (Attachment C).
32. Waiver. Waiver of any breach or condition of this contract shall not be deemed a waiver of any prior or subsequent breach. No term or condition of this contract shall be held to be waived, modified, or deleted except by an instrument, in writing, signed by the parties hereto.
33. Attorney Fees. In the event that litigation must be brought to enforce the terms of this agreement, the prevailing party shall be entitled to be paid reasonable attorney fees.
34. Construction. This agreement has been mutually reviewed and negotiated by the parties and should be given a fair and reasonable interpretation and should not be construed less favorably against either party.
35. Survival. Without being exclusive, Paragraphs 4, 7, 13-19, 21-22 and 31-35 of these General Conditions shall survive any termination, expiration, or determination of invalidity of this Agreement in whole or in part. Any other Paragraphs of this Agreement which, by their sense and context, are intended to survive shall also survive.
36. Entire Agreement. This written contract represents the entire Agreement between the parties and supersedes any prior statements, discussions or understandings between the parties except as provided herein.

SPECIAL TERMS AND CONDITIONS

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

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

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

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



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

**COMMERCIAL GENERAL LIABILITY:**

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



ERRORS AND OMISSIONS or PROFESSIONAL LIABILITY with an Extended Reporting Period Endorsement (two year tail)

\$2,000,000 per occurrence



WORKERS COMPENSATION:

Statutory amount

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

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

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

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

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

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

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

- ☐ 4. Other (specify)



AGENDA ITEM SUMMARY

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

29
JAN 23 2024

Department: Health & Human Services

WORK SESSION ☐ **Meeting Date:**

REGULAR AGENDA ☒ **Meeting Date:** January 23, 2024

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

Item summary:

- | | |
|---|--|
| ☐ Call for Hearing | ☒ Contract/Agreement/MOU - Contract # 11331-24-CC-FACE |
| ☐ Resolution | ☐ Proclamation ☐ Budget Item |
| ☐ Draft Ordinance | ☐ Final Ordinance ☐ Other |

Documents exempt from public disclosure attached: ☐

Executive summary:

This Personal Services Agreement is between Clallam County HHS and Concerned Citizens for the "Fun Activities and Community Events". The purpose of this program is to create inclusive events in the West End of Clallam County for the public which will include Community Inclusion clients to practice social skills and promote and maintain pre-employment skills. Agreement start date is January 1, 2024 thru December 31, 2025. The maximum program agreement amount is \$24,188.00.

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?** ☐

Funds are already in the budget.

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

Please approve and sign.

County Official signature & print name:  Kevin LoPiccolo

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

Relevant Departments: Health & Human Services

Date submitted: January 16, 2024

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

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



PERSONAL SERVICES AGREEMENT

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

Name: Concerned Citizens

Address: 945 S Forks Avenue

Forks, WA 98331

Phone No: (360) 640-0238

(hereinafter called "Contractor").

This Agreement is comprised of:

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

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

The term of this Agreement shall commence on the 1st day of January 2024 and shall, unless terminated as provided elsewhere in the Agreement, terminate on the 31st day of December 2025.

IN WITNESS WHEREOF, the parties have executed this Agreement on this day of 20 .

CONTRACTOR

BOARD OF CLALLAM COUNTY COMMISSIONERS

Linda Middleton
Linda Middleton, Executive Director

Mike French, Chair

Print name: Linda Middleton

Title: Executive Director

Date: 1-16-2024, 20

ATTEST:

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

Loni Gores, Clerk of the Board

Originals: BOCC
Vendor
Initiating Department
Copies: 5

SCOPE OF WORK

FUN ACTIVITIES AND COMMUNITY EVENTS

To create inclusive events in the West End of Clallam County for the public to include Community Inclusion clients to practice social skills and promote and maintain pre-employment skills. Existing options currently are extremely limited in Forks. For Port Angeles our request is for a small fund to pay the fee often charged Port Angeles events.

Community Needs and Benefit

Gaps in Services and Target Population

Programs catering to adults with disabilities have become one of the most significant programs in Concerned Citizens, alongside Birth to Three Services for infants and toddlers and Personal Care. Our services focus on addressing the needs of the entire person, enabling us to identify gaps in participant experience and communities we serve. Currently, we are striving to address two significant gaps: the absence of integrated indoor spaces in Forks for participants and the difficulty in finding suitable social activities.

During summer, several places offer opportunities for socialization, skill development, and community involvement in Port Angeles and Sequim, including karaoke, art, and dance classes. However, there are few comparable options in Forks, with the local bowling alley and occasional events being the primary options. While Port Angeles provides some free activities, many cost admission or supply fees, which can pose a challenge for participants with limited financial resources.

The lack of social skills and behavior issues are among the most significant barriers faced by our population. These skills are essential for any work environment and require practice in a social settings. Exposure to dance, art, and music provides educational benefits while also promoting brain development, as demonstrated by early childhood data.

Project Description

Who: The project will be initiated by a paid coordinator, in conjunction with community volunteers, some of whom have already pledged their support. Individuals with developmental disabilities, some of whom may or may not have existing services, will also be a part of the project. It's worth noting that some residents in Forks might have slipped through the cracks and are confined at home or with their guardians. The objective is to establish a hospitable environment that would cater to their needs and potentially grant access to services and activities that would enhance their quality of life.

What: Our aim is to organize events in Forks that are entertaining, educational, and inclusive. Furthermore, we plan to provide Port Angeles clients with a small stipend to enable them to take advantage of additional opportunities they otherwise may not be able to afford.

Where: The location for the events in Forks will be held at the Family Center, which has been donated by the Forks Concerned Citizens office. As for Port Angeles, multiple venues and opportunities already exist within the community that facilitate these activities.

When: As per the funding of this grant, a coordinator will be appointed to organize events in Forks at least twice a month, commencing from January 1, 2024, and concluding on December 31, 2025. The longevity plan would be to begin charging community members and entrance and or participation fee to be used after 2025 to continue these venues.

Community Inclusion, Integration and Collective Impact

In order to provide the most integrated venues for our clients to be in we need to align with Community Inclusion criteria. There are only six non-profits in Forks that we can access so our clients are very limited

in the opportunities they have. This will also have a collective impact on the community. This will be the reverse integration project to create an inviting environment that for many people will make a totally collective impact in both ends of Clallam County.

Outreach Plan

The proposed plan is to expand the availability of events and activities in Forks to the general public. This will be achieved by hiring a coordinator to organize and promote community events that cater to a broad audience. The events should be engaging and educational, with opportunities for attendees to learn new skills and develop teamwork abilities. To ensure inclusivity, the events will be designed to accommodate people of different skill levels and interests, such as featuring volunteer artists, DJs, and local bands. Participants assisting the coordinator will have the chance to gain valuable skills, including pre-employment skills, table setting, cleaning, cooking, and working in a team environment. Flyer distribution and advertising can help these participants integrate with the community, leading to enhanced experiences and lifelong learning opportunities. To sustain the events and activities long-term, a fee will be charged to the public for entry and directed towards funding future projects. For those unable to afford fees in Port Angeles, a small expense fund will be available to cover the cost of admission fees and supplies.

Evaluation

Goals

To create events and activities that offer an inclusive environment in Forks that helps our participants to expand relationships, volunteer, build skills and contribute to their community.

To have a small fund that will increase the opportunities in the east end of the county to allow participants to access existing clubs and events that have a fee attached.

Activities

Concerned Citizens will host at least two events at the Family Center per month, planned and promoted by a paid coordinator. These events will engage attendees with things like music, art, and dancing. Each event will be open and advertised for the general public, creating an integrated and inclusive setting for all who choose to participate.

A fund created to allow participants a broader range of activities that they can access.

Objectives

To offer 48 inclusive and structured events, from January 1, 2024 to December 31, 2025. The events will offer classes, and group activities to individuals residing in rural west end of Clallam County and create opportunities for education and recreation that will meet the criteria for Community Inclusion participation.

Create a fund that will sponsor participants on a DDA waiver with low income to attend activities already offered in their communities throughout the county over a two-year period. Promoting the opportunity for power and choice, and relationship building by opening the horizon for attainable opportunities to those who may not otherwise have the resources to experience them.

Output

To have at least ten attendees for each event held with 25% of the participants experiencing a developmental disability, as measured by sign in sheets. All events will give the opportunity to practice social skills, follow verbal and visual instructions, and build meaningful community relationships.

A minimum of 6 participants a month will have increased opportunities to take advantage of activities that would be prohibited by cost as measured by verbal or written evaluation.

Outcome

This would change the whole Community Inclusion program in Clallam County. Outcomes will be measured by attendance of both individuals with developmental delays and Community Members. Satisfaction surveys will be collected to measure the outcomes and how participants feel about these events and experiences.

BILLING INFORMATION

Concerned Citizens will submit a Sign-In Sheet for each Activity with each Attendee's Signature (and Name Printed Beside It) documenting attendance at that activity. Each Sign-In Sheet will document the Name of the Activity, the Names of Attendees beside their Signature and the Employee(s) Name and Signature along with the Date, Time and Location of the Activity.

Each month Concerned Citizens will submit a Billing Form and a Narrative Report detailing the Activities and Progress listed under the "Evaluation" section (above) for the previous month. Participant's Names will be included in the Monthly Report. The Billing and Narrative is to be submitted on or before the 10th of the Month following the reported Activities.

At the conclusion of this contract Concerned Citizens will submit a Narrative describing the Outcomes of these Activities including their Strengths, Weaknesses/Challenges and Proposals/Recommendations for Change or Modification to Strengthen the Activity. This Narrative will be submitted to the County within 30 days of the Last Scheduled Activity.

In addition to the Narrative, Concerned Citizens will provide the following information: Number of Individuals Served, the Attendance Rate of Each Individual, their Performance (Manner of Participation) and a Client Satisfaction Survey from Participant.

An Administration Fee of \$400 may be billed upon Delivery of the Narrative.

Activities	\$ 23,788.00
Evaluation Report	\$ 400.00
Maximum Consideration	\$ 24,188.00

CRIMINAL HISTORY BACKGROUND CHECK

All employees and volunteers who have unsupervised access to children, adolescents, or vulnerable adults are required to have a background check. RCW 43.43 and WAC 388-805-200 (2) require criminal background checks when employing staff members, including volunteers and subcontractors, who have unsupervised access to children, adolescents, vulnerable adults and persons who have developmental disabilities.

COMPENSATION

1. ☒ **a. FIXED FEE FOR SERVICE:** For services rendered, the County shall pay to the Contractor a fixed fee of TWENTY-FOUR THOUSAND ONE HUNDRED AND EIGHTY-EIGHT DOLLARS (\$24,188.00) for the completed work set forth in Attachment A. Payments for completed tasks shall be made no more frequently than ☒ monthly; ☐ quarterly; ☐ semi-annually; ☐ annually; ☐ at completion of project; ☐ other (specify) _____.

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

OR

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

Name/Position

Hourly Rate

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

Each request for payment shall be supported by an invoice specifying: the name/position of the Contractor's employee if two or more are identified above; number of hours worked; completed tasks for which compensation is sought; estimated percentage of task completion; payment amount requested; other (specify) _____.

In no event shall Contractor be compensated in excess of _____ DOLLARS (\$) for the completed work set forth in Attachment "A."

2. AND

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

OR

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

OR

☐ **c.** Other (specify) _____.

GENERAL CONDITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

In connection with any appeal under this clause, the Contractor and County shall have the opportunity to submit written materials and argument and to offer documentary evidence in support of the appeal. Oral argument and live testimony will not be permitted. The decision of the County Administrator for the determination of such appeals shall be final and conclusive. Reviews of the appellate determination shall be brought in the Superior Court of Clallam County within 15 days of mailing of the written appellate determination. Pending final decision of the dispute, the Contractor shall proceed diligently with the performance of this Agreement and in accordance with the decision rendered.
 - (b) Notice of Potential Claims. The Contractor shall not be entitled to additional compensation or to extension of time for (1) any act or failure to act by the County Project Manager or the County, or (2) the happening of any event or occurrence, unless the Contractor has given the County a written Notice of Potential Claim within 10 days of the commencement of the act, failure, or event giving rise to the claim, and before final payment by the County. The written Notice of Potential Claim shall set forth the reasons for which the Contractor believes additional compensation or extension of time is due, the nature of the cost involved, and insofar as possible, the amount of the potential claim. Contractor shall

keep full and complete daily records of the work performed, labor and material used, and all costs and additional time claimed to be additional.

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

21. Ownership of Items Produced. All writings, programs, data, art work, music, maps, charts, tables, illustrations, records or other written, graphic, analog or digital materials prepared by the Contractor and/or its consultants or subcontractors, in connection with the performance of this Agreement shall be the sole and absolute property of the County and constitute "work made for hire" as that phrase is used in federal and/or state intellectual property laws and Contractor and/or its agents shall have no ownership or use rights in the work.
22. Recovery of Payments to Contractor. The right of the Contractor to retain monies paid to it is contingent upon satisfactory performance of this Agreement, including the satisfactory completion of the project described in the Scope of Work (Attachment A). In the event that the Contractor fails, for any reason, to perform obligations required of it by this Agreement, the Contractor may, at the County Project Manager's sole discretion, be required to repay to the County all monies disbursed to the Contractor for those parts of the project that are rendered worthless in the opinion of the County Project Manager by such failure to perform.

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

23. Project Approval. The extent and character of all work and services to be performed under this Agreement by the Contractor shall be subject to the review and approval of the County Project Manager. For purposes of this Agreement, the County Project Manager is:

Name: Kelley Lawrence
Title: County Coordinator · Developmental Disabilities
Department: Clallam County Health & Human Services
Address: 111 E 3rd Street · Port Angeles, WA 98362
Telephone: 360-417-2407
E-mail: kelley.lawrence@clallamcountywa.gov
Fax: 360-452-9605

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

24. Non-Discrimination. The Contractor shall not discriminate against any person on the basis of race, creed, political ideology, color, national origin, sex, marital status, sexual orientation, age, or the presence of any sensory, mental or physical handicap.
25. Subcontractors. In the event that the Contractor employs the use of any subcontractors, the contract between the Contractor and the subcontractor shall provide that the subcontractor is bound

by the terms of this Agreement between the County and the Contractor. The Contractor shall insure that in all subcontracts entered into, Clallam County is named as an express third-party beneficiary of such contracts with full rights as such.

26. No Third Party Beneficiaries. This agreement is intended for the benefit of only the County and Contractor. This agreement does not confer any benefits, rights, or privileges upon any third party.
27. Standard of Care. The Contractor shall perform its duties hereunder in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession as the Contractor currently practicing under similar circumstances. The Contractor shall, without additional compensation, correct those services not meeting such a standard.
28. Time is of the Essence. Time is of the essence in the performance of this contract unless a more specific time period is set forth in either the Special Terms and Conditions or Scope of Work.
29. Notice. Except as set forth elsewhere in the Agreement, for all purposes under this Agreement, except service of process, any notices shall be given by the Contractor to the County Project Manager. Notice to the Contractor for all purposes under this Agreement shall be given to the person executing the Agreement on behalf of the Contractor at the address identified on the signature page.
30. Severability. If any term or condition of this contract or the application thereof to any person(s) or circumstances is held invalid, such invalidity shall not affect other terms, conditions, or applications which can be given effect without the invalid term, condition or application. To this end, the terms and conditions of this contract are declared severable.
31. Precedence. In the event of inconsistency in this Agreement, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence in the following order:
 - (a) Applicable federal, state, and local statutes, ordinances, and regulations;
 - (b) Scope of Work (Attachment A) and Compensation (Attachment B);
 - (c) Special Terms and Conditions (Attachment D); and
 - (d) General Conditions (Attachment C).
32. Waiver. Waiver of any breach or condition of this contract shall not be deemed a waiver of any prior or subsequent breach. No term or condition of this contract shall be held to be waived, modified, or deleted except by an instrument, in writing, signed by the parties hereto.
33. Attorney Fees. In the event that litigation must be brought to enforce the terms of this agreement, the prevailing party shall be entitled to be paid reasonable attorney fees.
34. Construction. This agreement has been mutually reviewed and negotiated by the parties and should be given a fair and reasonable interpretation and should not be construed less favorably against either party.
35. Survival. Without being exclusive, Paragraphs 4, 7, 13-19, 21-22 and 31-35 of these General Conditions shall survive any termination, expiration, or determination of invalidity of this Agreement in whole or in part. Any other Paragraphs of this Agreement which, by their sense and context, are intended to survive shall also survive.
36. Entire Agreement. This written contract represents the entire Agreement between the parties and supersedes any prior statements, discussions or understandings between the parties except as provided herein.

SPECIAL TERMS AND CONDITIONS

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

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

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

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

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

☒ **COMMERCIAL GENERAL LIABILITY:**

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

☒ **ERRORS AND OMISSIONS or PROFESSIONAL LIABILITY with an Extended Reporting Period Endorsement (two year tail)** \$2,000,000 per occurrence

☒ **WORKERS COMPENSATION:** Statutory amount

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

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

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

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

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

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

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



AGENDA ITEM SUMMARY

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

JAN 23 2024

Department: Health & Human Services

WORK SESSION ☐ **Meeting Date:**

REGULAR AGENDA ☒ **Meeting Date:** January 23, 2024

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

Item summary:

- | | | |
|---|--|--------------------------------------|
| ☐ Call for Hearing | ☒ Contract/Agreement/MOU - Contract # 11331-24-CC-CFOS | |
| ☐ Resolution | ☐ Proclamation | ☐ Budget Item |
| ☐ Draft Ordinance | ☐ Final Ordinance | ☐ Other |

Documents exempt from public disclosure attached: ☐

Executive summary:

This Personal Services Agreement is between Clallam County HHS and Concerned Citizens for the "Childfind and Outreach Specialist". The purpose of this program is to reach all children and their families, Ages 0-3, and make Early Intervention Services available to more families in the large geographic areas of Clallam County while educating them on the services available and helping them access all available services. Agreement start date is January 1, 2024 thru December 31, 2025. The maximum program agreement amount is \$66,250.00.

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?** ☐
Funds are already in the budget.

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

County Official signature & print name:  KEVIN LoPICCOLLO

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

Relevant Departments: Health & Human Services

Date submitted: January 16, 2024

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

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



PERSONAL SERVICES AGREEMENT

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

Name: Concerned Citizens
Address: 945 S Forks Avenue
Forks, WA 98331
Phone No: (360) 640-0238

(hereinafter called "Contractor").

This Agreement is comprised of:

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

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

The term of this Agreement shall commence on the 1st day of January 2024 and shall, unless terminated as provided elsewhere in the Agreement, terminate on the 31st day of December 2025.

IN WITNESS WHEREOF, the parties have executed this Agreement on this day of 20 .

CONTRACTOR

BOARD OF CLALLAM COUNTY COMMISSIONERS

Linda Middleton
Linda Middleton, Executive Director

Mike French, Chair

Print name: Linda Middleton

Title: Executive Director

Date: 1-16-2024, 20

ATTEST:

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

Loni Gores, Clerk of the Board

Originals: BOCC
Vendor
Initiating Department
Copies: 5

SCOPE OF WORK

CHILDFIND AND OUTREACH SPECIALIST

To reach all children and their families ages 0-3 and make Early Intervention services available to more families in the large geographic areas of Clallam County. Educating them on the services available and helping them access them.

Community Needs and Benefit

Gaps in Services and Target Population

The target population is children aged zero to three who are referred by doctors, nurses, hospitals, clinics, public health programs, WIC or nurse family /partnerships, daycare providers and concerned friends or family. Managing the larger geographic area to find children and serve them with the limited time FRC's have is a challenge. Clallam County has 1738 Square miles and many small rural communities hidden within on the Olympic Peninsula. The goal is to reach all children whom may have a delay or diagnosis and offer services if the family is interested. Washington state statistics show that we should be identifying more children in our County with potential delays than we are. We want to increase the availability and outreach screening and referrals in all of Clallam County. We presently have an average of 15 assessments a month and would like to increase that to between 20 to 25 a month. We can't do that with the limited time we have for FRC outreach. Another gap is to help the FRCs and therapists find resources for the families. This is time consuming and involves sitting on the phone to get the right person who is willing to help find the service needed.

Project Description

Who: Birth-to-Three children and their families. Early Interventions success depends on outreach and the ability of FRCs to meet and encourage families to take advantage of the services that are available. Families are understandably reluctant to have strangers in their home and to wrap their mind around the possibility that their child needs special services.

What: FRCs will have time to do additional childfind activities in each community to screen and identify potential infants and toddlers. Resource navigation for the challenging families we are serving. The job requires delicacy but also knowledge of the resources available and how to access them. It is time consuming and the first point of contact for the family. It is also the main ongoing support system for the family.

Where: All services are delivered in the home and community. It is a contract requirement to serve children in natural environments, specifically, where other children are likely to be. The funding we are asking for would increase the ability of FRCs to fulfill the obligation of outreach in all corners of Clallam County.

When: Starting January 1, 2024 through December 31, of 2025. It will take six weeks to two months to change the way the programs is working and accommodate a new position within the framework of the existing program. Training and restructure will take some time for this to work to the capacity we are striving for. No RFP funding will be used for supplanting, our intent is to enhance our ability for outreach.

Community Inclusion, Integration and Collective Impact

One of the main contract requirements of the Early Intervention program is integration with children who do not qualify with a developmental delay. Children must be visited, and therapies provided in a "natural environment". A natural environment is defined as the home, childcare, the community, or other environments natural to the child and family.

Outreach Plan

An 80 hour a month person to manage the outreach to the doctor's office, clinics, community events, to let people know that we are there for their children. This person would be trained in screening and will be able to do free screenings. There would be traveling involved to some of the most remote areas. Offering free screenings and education at health fairs and community events is our goal. Those would include opportunities in the most remote areas such as Neah Bay and Lapush. Setting up opportunities in places like Early Headstart, WIC, Drs. offices and clinics, getting information out to places where children and parents frequent. This would free up FRCs to manage the existing caseloads, or in some cases give FRCs more hours to reach out to these areas.

Evaluation**Goals**

1. To set up community childfind opportunities in all Clallam County communities capturing those children who may be falling through the cracks.
2. To assist FRCs and parents to find the resources they need for the new challenges parents and children are facing.

Activities

1. Child Find: Assessments are offered to the public in six communities where events are already happening and children and parents attend, to identify potential developmental delays.
2. System Navigation: 45 to 50 hours a month dedicated to help FRCs, teachers, and therapists to search and find additional resources for families and children who are experiencing higher levels of disability and diagnosis in both children and parents.

Objectives

To increase assessments done in Clallam County by 50%. To reduce time spent by Therapists and Teachers doing case management for these very involved children and needy families by 20%, freeing up their time to provide more therapy and specialized instruction to families. To increase case management efficiency by 20%.

Output

Twelve events over a two year period at existing community events as well as outreach to Drs. offices, WIC, Hospitals, and other community entities. 40 to 50 hours dedicated to assisting therapists, teacher, and FRC to help parents navigate the system and get the resources they need and increasing the amount of assessments by 50% a month.

Outcome

1. 75% of children who attend the event are assessed using the ASQ assessment tool.
2. 100% of those children who are assessed that have a possible delay are referred for a full evaluation to be done within 45 days of completed assessment.
3. Increase therapist and teacher efficiency by reducing the nonbillable time by 20% they are investing in case management, and increasing therapist face to face time by 30%.
4. Distributing Early Intervention information to all clinics, hospitals, and WIC clinics in all communities and keeping them 100% stocked.

BILLING INFORMATION

Each month Concerned Citizens will submit a Billing Form and a Narrative Report detailing the Activities and Progress on all of the items listed under "Evaluation" (see above) for the previous month. Participant's Names will be included in the Monthly Report. The Billing and Narrative is to be submitted on or before the 10th of the Month following the reported activities.

At the conclusion of this contract Concerned Citizens will submit a Comprehensive Narrative Report describing the Outcomes of this program including their Strengths, Weakness/Challenges and Proposals/Recommendations for Change or Modifications to Strengthen the Program. This Narrative will be submitted to the County within 30 days of the end of this contract.

An Administration Fee of \$400 may be billed upon Delivery of the Narrative.

Activities	\$	65,850.00
Evaluation Report	\$	400.00
Maximum Consideration	\$	66,250.00

CRIMINAL HISTORY BACKGROUND CHECK

All employees and volunteers who have unsupervised access to children, adolescents, or vulnerable adults are required to have a background check. RCW 43.43 and WAC 388-805-200 (2) require criminal background checks when employing staff members, including volunteers and subcontractors, who have unsupervised access to children, adolescents, vulnerable adults and persons who have developmental disabilities.

COMPENSATION

1. ☒ **a. FIXED FEE FOR SERVICE:** For services rendered, the County shall pay to the Contractor a fixed fee of SIXTY-SIX THOUSAND TWO HUNDRED AND FIFTY DOLLARS (\$66,250.00) for the completed work set forth in Attachment A. Payments for completed tasks shall be made no more frequently than ☒ monthly; ☐ quarterly; ☐ semi-annually; ☐ annually; ☐ at completion of project; ☐ other (specify) _____.

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

OR

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

Name/Position

Hourly Rate

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

Each request for payment shall be supported by an invoice specifying: the name/position of the Contractor's employee if two or more are identified above; number of hours worked; completed tasks for which compensation is sought; estimated percentage of task completion; payment amount requested; other (specify) _____.

In no event shall Contractor be compensated in excess of _____ DOLLARS (\$) for the completed work set forth in Attachment "A."

2. AND

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

OR

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

OR

☐ **c.** Other (specify) _____.

GENERAL CONDITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

In connection with any appeal under this clause, the Contractor and County shall have the opportunity to submit written materials and argument and to offer documentary evidence in support of the appeal. Oral argument and live testimony will not be permitted. The decision of the County Administrator for the determination of such appeals shall be final and conclusive. Reviews of the appellate determination shall be brought in the Superior Court of Clallam County within 15 days of mailing of the written appellate determination. Pending final decision of the dispute, the Contractor shall proceed diligently with the performance of this Agreement and in accordance with the decision rendered.
 - (b) Notice of Potential Claims. The Contractor shall not be entitled to additional compensation or to extension of time for (1) any act or failure to act by the County Project Manager or the County, or (2) the happening of any event or occurrence, unless the Contractor has given the County a written Notice of Potential Claim within 10 days of the commencement of the act, failure, or event giving rise to the claim, and before final payment by the County. The written Notice of Potential Claim shall set forth the reasons for which the Contractor believes additional compensation or extension of time is due, the nature of the cost involved, and insofar as possible, the amount of the potential claim. Contractor shall

keep full and complete daily records of the work performed, labor and material used, and all costs and additional time claimed to be additional.

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

21. Ownership of Items Produced. All writings, programs, data, art work, music, maps, charts, tables, illustrations, records or other written, graphic, analog or digital materials prepared by the Contractor and/or its consultants or subcontractors, in connection with the performance of this Agreement shall be the sole and absolute property of the County and constitute "work made for hire" as that phrase is used in federal and/or state intellectual property laws and Contractor and/or its agents shall have no ownership or use rights in the work.
22. Recovery of Payments to Contractor. The right of the Contractor to retain monies paid to it is contingent upon satisfactory performance of this Agreement, including the satisfactory completion of the project described in the Scope of Work (Attachment A). In the event that the Contractor fails, for any reason, to perform obligations required of it by this Agreement, the Contractor may, at the County Project Manager's sole discretion, be required to repay to the County all monies disbursed to the Contractor for those parts of the project that are rendered worthless in the opinion of the County Project Manager by such failure to perform.

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

23. Project Approval. The extent and character of all work and services to be performed under this Agreement by the Contractor shall be subject to the review and approval of the County Project Manager. For purposes of this Agreement, the County Project Manager is:

Name: Kelley Lawrence
Title: County Coordinator · Developmental Disabilities
Department: Clallam County Health & Human Services
Address: 111 E 3rd Street · Port Angeles, WA 98362
Telephone: 360-417-2407
E-mail: kelley.lawrence@clallamcountywa.gov
Fax: 360-452-9605

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

24. Non-Discrimination. The Contractor shall not discriminate against any person on the basis of race, creed, political ideology, color, national origin, sex, marital status, sexual orientation, age, or the presence of any sensory, mental or physical handicap.
25. Subcontractors. In the event that the Contractor employs the use of any subcontractors, the contract between the Contractor and the subcontractor shall provide that the subcontractor is bound

by the terms of this Agreement between the County and the Contractor. The Contractor shall insure that in all subcontracts entered into, Clallam County is named as an express third-party beneficiary of such contracts with full rights as such.

26. No Third Party Beneficiaries. This agreement is intended for the benefit of only the County and Contractor. This agreement does not confer any benefits, rights, or privileges upon any third party.
27. Standard of Care. The Contractor shall perform its duties hereunder in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession as the Contractor currently practicing under similar circumstances. The Contractor shall, without additional compensation, correct those services not meeting such a standard.
28. Time is of the Essence. Time is of the essence in the performance of this contract unless a more specific time period is set forth in either the Special Terms and Conditions or Scope of Work.
29. Notice. Except as set forth elsewhere in the Agreement, for all purposes under this Agreement, except service of process, any notices shall be given by the Contractor to the County Project Manager. Notice to the Contractor for all purposes under this Agreement shall be given to the person executing the Agreement on behalf of the Contractor at the address identified on the signature page.
30. Severability. If any term or condition of this contract or the application thereof to any person(s) or circumstances is held invalid, such invalidity shall not affect other terms, conditions, or applications which can be given effect without the invalid term, condition or application. To this end, the terms and conditions of this contract are declared severable.
31. Precedence. In the event of inconsistency in this Agreement, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence in the following order:
 - (a) Applicable federal, state, and local statutes, ordinances, and regulations;
 - (b) Scope of Work (Attachment A) and Compensation (Attachment B);
 - (c) Special Terms and Conditions (Attachment D); and
 - (d) General Conditions (Attachment C).
32. Waiver. Waiver of any breach or condition of this contract shall not be deemed a waiver of any prior or subsequent breach. No term or condition of this contract shall be held to be waived, modified, or deleted except by an instrument, in writing, signed by the parties hereto.
33. Attorney Fees. In the event that litigation must be brought to enforce the terms of this agreement, the prevailing party shall be entitled to be paid reasonable attorney fees.
34. Construction. This agreement has been mutually reviewed and negotiated by the parties and should be given a fair and reasonable interpretation and should not be construed less favorably against either party.
35. Survival. Without being exclusive, Paragraphs 4, 7, 13-19, 21-22 and 31-35 of these General Conditions shall survive any termination, expiration, or determination of invalidity of this Agreement in whole or in part. Any other Paragraphs of this Agreement which, by their sense and context, are intended to survive shall also survive.
36. Entire Agreement. This written contract represents the entire Agreement between the parties and supersedes any prior statements, discussions or understandings between the parties except as provided herein.

SPECIAL TERMS AND CONDITIONS

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

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

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

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

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

☒ **COMMERCIAL GENERAL LIABILITY:**

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

☒ **ERRORS AND OMISSIONS or PROFESSIONAL LIABILITY** with an Extended Reporting Period Endorsement (two year tail) \$2,000,000 per occurrence

☒ **WORKERS COMPENSATION:** Statutory amount

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

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

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

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

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

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



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



4. Other (specify)



AGENDA ITEM SUMMARY

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

3a
JAN 23 2024

Department: Information Technology

WORK SESSION ☒ Meeting Date: 1/16/24

REGULAR AGENDA ☒ Meeting Date: 1/23/24

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

Item summary:

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

Documents exempt from public disclosure attached: ☐

Executive summary: The attached purchase order exceeds the department head signatory limits and needs to be counter-signed by the BOCC chair. This is for year 2 of a previously approved Service Agreement with CrowdStrike.

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?)
Request that BOCC Chair counter-sign the attached purchase order.

County Official signature & print name: Mark Doten MARK DOTEN

Name of Employee/Stakeholder attending meeting: MONICKA ANDERSON

Relevant Departments: INFORMATION TECHNOLOGY

Date submitted: 1/10/24

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



CLALLAM COUNTY

Information Technology Department

223 East Fourth Street, Suite 13 Port Angeles, WA 98362-3015 360.417.2346
Mark Doten

01/04/2024

CDW-G (0000289)

120 South Riverside
Chicago, IL 60606

Attn: **Tyler Leedy** Tyler.Leedy@cdwg.com

Phn: 312-705-0227

Fax:

P.O.#.....

Budget#.....

SRF#.....

Dept.....

For.....

IT20240104f

00100.411.51888.48.0154

N/A

Information Technology (IT)

CrowdStrike, Network/End-point

Security PlatformB

CrowdStrike and Falcon - security monitoring and mitigating application suite. 2024 full-year coverage.

Dear Tyler:

Please place on-order for Clallam County the following:

Mfg Part#	Description	Price	Qty	Extension
N/A	CrowdStrike and Falcon Network and Computing Endpoint Monitoring and Mitigation Security Suite. Per Quote NLZX366, dated 7/25/23. Lines 19-36. Term: January 1, 2024 thru December 31, 2024	88,380.35	1	88,380.35

Subtotal: 88,380.35

8.8% Tax: 7,777.47

Shipping: 0.00

Total: 96,157.82

Please apply any additional bid discounts and confirm the availability. Please bill and ship to the Information Technology Department. Do not ship partial. Please ship complete unless otherwise notified.

Thank you.

Sincerely,

A handwritten signature in black ink, appearing to read "Mark Doten".

Mark Doten

Information Technology Director

Mike French

Chair, Clallam County Board
of Commissioners

Xc: Mark Doten